CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, August 15, 2023
6:00 PM
130 South McKinley Avenue

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

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

Pledge of Allegiance

Call to Order

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

a. Aaron Richardson, Project Manager, Jacobs/OMI

Approval of Agenda

Review of Accounts Payables

a. August 15, 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. August 1, 2023 City Council Meeting Minutes

b. AM 2023-124 Approving the Intergovernmental Agreement with Board of County Commissioners of the County of Weld and the Weld County Clerk and Recorder Concerning the Administration of the November 7, 2023, Coordinated Election with the City of Fort Lupton and designating Maricela Peña as the Election Official for the City

c. AM 2023-126 Approving the Renewal of Proofpoint Software for an Amount Not to Exceed $24,139.40 from the General Fund IT Budget

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 2023-125 Approve a Resolution Approving Service Plan for Sunrise Metropolitan District and Approve Intergovernmental Agreement with District

b. AM 2023-127 Adopting an Ordinance of The City of Fort Lupton, Colorado, Repealing and Re-Enacting Chapter 16, Article X, Section 16-10.01 Floodplain Regulations of The City of Fort Lupton Municipal Code for the Flood Insurance Study, Weld County, Colorado and Incorporated Areas Effective October 14, 2023

Action Memorandum

a. AM 2023-128 An Ordinance of the City of Fort Lupton, Amending Portions of Chapter 16 – Development Code.

Staff Reports

Mayor/Council Reports

Future City Events

a. Upcoming Events

Executive Session To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) - Windy Gap

Adjourn

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: Golf Course-Golf Course							
000024	ACE HARDWARE OF FORT LUPTON		08/08/2023	Regular	0.00	94.46	86054
100035 /1	Invoice	08/01/2023	GOLF-COUPLER, CLAMPS-MAINT		0.00	55.93	
99960 /1	Invoice	08/01/2023	GOLF-OIL, DRILLING SCREWS-MAINT		0.00	38.53	
000028	ACUSHNET COMPANY		08/08/2023	Regular	0.00	137.82	86055
916212163	Invoice	08/03/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	137.82	
000206	CENTURYLINK		08/08/2023	Regular	0.00	61.46	86056
333164407 JUL23	Invoice	08/01/2023	GOLF-PHONE JUL23-MAINT		0.00	61.46	
000241	CITY OF FT LUPTON-UTIL INVOICE		08/08/2023	Regular	0.00	5,673.12	86057
110249001 JUL23	Invoice	08/01/2023	Water/Sewer Bill-Golf		0.00	446.13	
110252001 JUL23	Invoice	08/01/2023	Water/Sewer Bill-Golf		0.00	5,036.00	
110252101 JUL23	Invoice	08/01/2023	Water/Sewer Bill-Golf		0.00	138.22	
770214501 JUL23	Invoice	08/01/2023	Water/Sewer Bill-Golf		0.00	52.77	
000307	COMCAST CABLE COMM, LLC		08/08/2023	Regular	0.00	144.98	86058
25494 AUG23	Invoice	08/02/2023	GOLF-CABLE AUG 23-PRO SHOP		0.00	144.98	
000417	EASY PICKER GOLF PRODUCTS		08/08/2023	Regular	0.00	206.51	86059
0194630-IN	Invoice	08/01/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	206.51	
000512	FUZION FIELD SERVICES LLC		08/08/2023	Regular	0.00	246.40	86060
299637	Invoice	08/01/2023	GOLF-RENTAL-MAINT		0.00	246.40	
000567	HIGH COUNTRY BEVERAGE CORP		08/08/2023	Regular	0.00	358.75	86061
W-6565409	Invoice	08/01/2023	GOLF-LIQUOR-PRO SHOP		0.00	358.75	
003120	HUDSON LOCKERS, INC		08/08/2023	Regular	0.00	415.00	86062
297	Invoice	08/01/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	190.00	
310	Invoice	08/01/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	225.00	
000636	JC GOLF ACCESSORIES		08/08/2023	Regular	0.00	119.87	86063
190768	Invoice	08/03/2023	GOLF-SUNSCREEN-PRO SHOP		0.00	119.87	
002977	JOSEPH ELLIOTT USA LLC		08/08/2023	Regular	0.00	724.92	86064
21885	Invoice	08/03/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	724.92	
000795	MILE HIGH TURFGRASS, LLC		08/08/2023	Regular	0.00	2,400.00	86065
10459	Invoice	08/01/2023	GOLF-MODI-PHY 200 GAL TOTE-MAINT		0.00	2,400.00	
000862	O'REILLY AUTO PARTS		08/08/2023	Regular	0.00	92.23	86066
4489-449311	Credit Memo	05/10/2023	GOLF-FILTER-MAINT		0.00	-53.51	
4489-449474	Credit Memo	05/10/2023	GOLF-CORE RETURN-MAINT		0.00	-22.00	
4489-455427	Invoice	05/03/2023	GOLF-SEALER-MAINT		0.00	9.90	
4489-456552	Invoice	05/08/2023	GOLF-OIL FILTER-MAINT		0.00	10.58	
4489-472616	Invoice	08/01/2023	GOLF-FUEL FILTER		0.00	136.68	
4489-474132	Invoice	08/01/2023	GOLF-OIL FILTER		0.00	10.58	
002842	ROCKY MOUNTAIN MARKETING CONSULTANTS		08/08/2023	Regular	0.00	326.00	86067
073123	Invoice	08/01/2023	GOLF-MARKETING-PRO SHOP		0.00	326.00	
001022	SOUTHERN GLAZER'S OF CO		08/08/2023	Regular	0.00	415.30	86068
3176382	Invoice	08/01/2023	GOLF-LIQUOR		0.00	415.30	
001052	SWIRE COCA-COLA, USA		08/08/2023	Regular	0.00	845.90	86069
36814026024	Invoice	08/01/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	845.90	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
001530	TARGET SPECIALTY PRODUCTS		08/08/2023	Regular	0.00	1,619.19	86070
INVP501223796	Invoice	08/01/2023	GOLF-CHEMICALS-MAINT		0.00	1,619.19	
001895	TERMINIX		08/08/2023	Regular	0.00	163.00	86071
435942324	Invoice	08/01/2023	GOLF-PEST CONTROL-PRO SHOP		0.00	163.00	
002812	THE HUNTINGTON NATIONAL BANK		08/08/2023	Regular	0.00	10,678.08	86072
8419992	Invoice	08/01/2023	GOLF-TORO TURF PACKAGE-MAINT		0.00	10,678.08	
001224	XCEL ENERGY-GAS		08/08/2023	Regular	0.00	160.00	86073
837231952	Invoice	08/01/2023	GOLF-GAS SERVICE JUL23-PRO SHOP		0.00	160.00	
003151	A-1 BASE, INC		08/15/2023	Regular	0.00	479.51	86074
4062291-IN	Invoice	08/10/2023	GOLF-REGULATOR, ALTERNATOR-MAINT		0.00	479.51	
000024	ACE HARDWARE OF FORT LUPTON		08/15/2023	Regular	0.00	99.97	86075
100198/1	Invoice	08/10/2023	GOLF-HEADLAMP-MAINT		0.00	99.97	
002254	ADIDAS AMERICA INC		08/15/2023	Regular	0.00	584.50	86076
6159343953	Credit Memo	05/24/2023	GOLF-MERCHANDISE CREDIT-PRO SHOP		0.00	-2,268.00	
6159542424	Invoice	05/17/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	1,118.81	
6159984060	Invoice	08/10/2023	GOLF-MERCHANDISE		0.00	174.20	
6159993216	Invoice	08/10/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	54.37	
6160001104	Invoice	08/10/2023	GOLF-MERCHANDISE		0.00	1,505.12	
000160	BREAKTHRU BEVERAGE COLORADO		08/15/2023	Regular	0.00	920.20	86077
111466099	Invoice	08/10/2023	GOLF-LIQUOR-PRO SHOP		0.00	920.20	
002853	BUCKEYE CLEANING CENTER		08/15/2023	Regular	0.00	271.30	86078
90517512	Invoice	08/10/2023	GOLF-CLEANING SUPPLIES-PRO SHOP		0.00	271.30	
002723	EAGLE ROCK COMPANY OF COLO		08/15/2023	Regular	0.00	1,114.44	86079
11557114	Invoice	08/10/2023	GOLF-LIQUOR		0.00	7.00	
11562028	Invoice	08/10/2023	GOLF-LIQUOR		0.00	197.50	
11574649	Invoice	08/10/2023	GOLF-LIQUOR		0.00	81.00	
11593815	Invoice	08/10/2023	GOLF-LIQUOR		0.00	262.00	
11596764	Invoice	08/10/2023	GOLF-LIQUOR		0.00	91.50	
11596766	Invoice	08/10/2023	GOLF-LIQUOR		0.00	475.44	
002741	GREEN VALLEY TURF CO		08/15/2023	Regular	0.00	3,173.22	86080
3-14598-01	Invoice	08/10/2023	GOLF-SOD-MAINT		0.00	3,173.22	
000567	HIGH COUNTRY BEVERAGE CORP		08/15/2023	Regular	0.00	4,078.65	86081
W-6564076	Invoice	08/10/2023	GOLF-LIQUOR		0.00	1,927.30	
W-6571394	Invoice	08/10/2023	GOLF-LIQUOR		0.00	618.35	
W-6571813	Invoice	08/10/2023	GOLF-LIQUOR		0.00	1,533.00	
003120	HUDSON LOCKERS, INC		08/15/2023	Regular	0.00	160.00	86082
307	Invoice	08/10/2023	GOLF-BEEF JERKY, SNACK STICKS-PRO SHOP		0.00	160.00	
000795	MILE HIGH TURFGRASS, LLC		08/15/2023	Regular	0.00	3,697.00	86083
10713	Invoice	08/10/2023	GOLF-MERCHANDISE-MAINT		0.00	3,697.00	
000862	O'REILLY AUTO PARTS		08/15/2023	Regular	0.00	21.16	86084
4489-477651	Invoice	08/10/2023	GOLF-OIL FILTER-MAINT		0.00	34.52	
4489-477653	Credit Memo	08/10/2023	GOLF-OIL FILTER-MAINT		0.00	-13.36	
000933	R&R PRODUCTS INC		08/15/2023	Regular	0.00	1,696.85	86085
CD2820739	Invoice	08/10/2023	GOLF-SUPPLIES-MAINT		0.00	1,696.85	
000999	SHAMROCK FOODS COMPANY		08/15/2023	Regular	0.00	6,423.04	86086
28756809	Invoice	08/10/2023	GOLF-MERCHANDISE		0.00	2,928.71	
28767506	Invoice	08/10/2023	GOLF-MERCHANDISE		0.00	1,072.59	
28773826	Invoice	08/10/2023	GOLF-MERCHANDISE		0.00	62.33	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
28778276	Invoice	08/10/2023	GOLF-MERCHANDISE		0.00	2,359.41	
001026	SPECIALTY CIGARS, LLC		08/15/2023	Regular	0.00	358.54	86087
US16-30896884	Invoice	08/10/2023	GOLF-CIGARS-PRO SHOP		0.00	358.54	
001052	SWIRE COCA-COLA, USA		08/15/2023	Regular	0.00	941.93	86088
36929659008	Invoice	08/10/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	941.93	
001137	UNITED POWER		08/15/2023	Regular	0.00	4,768.55	86089
1194602 JUL23	Invoice	08/03/2023	United Power		0.00	1,122.58	
1195001 JUL23	Invoice	08/03/2023	United Power		0.00	3,449.51	
1195701 JUL23	Invoice	08/03/2023	United Power		0.00	145.31	
19595600 JUL23	Invoice	08/03/2023	United Power		0.00	25.17	
6601202 JUL23	Invoice	08/03/2023	United Power		0.00	25.98	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	65	36	0.00	53,671.85
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
	65	**36**	**0.00**	**53,671.85**

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: Pooled Cash-Pooled Cash							
001301	AAA AUTO PARTS INC		08/08/2023	Regular	0.00	187.41	100794
174285	Invoice	08/03/2023	GF-UNIT #10 PARTS-STREETS		0.00	20.81	
175555	Invoice	08/03/2023	GF-UNIT #10 PARTS-STREETS		0.00	56.28	
176468	Invoice	08/03/2023	UF-PARTS-W LINES		0.00	77.94	
176788	Invoice	08/03/2023	GF-UNIT #40 PARTS-PD		0.00	32.38	
001293	AMAZON.COM		08/08/2023	Regular	0.00	4,559.29	100795
113-0898972-79...	Invoice	08/03/2023	GF-UTILITY CART-STREETS		0.00	49.49	
113-3555081-75...	Invoice	08/03/2023	GF-ICE MACHINE-PW SHOP		0.00	3,976.70	
113-4301385-23...	Invoice	08/03/2023	UF-ADAPTER-W LINES		0.00	26.98	
113-4772197-03...	Invoice	08/03/2023	UF-WIPERS FOR FLEET&EQUIP		0.00	145.88	
113-7172886-43...	Invoice	08/03/2023	CEM-ICE STRING FOR TRIMMERS		0.00	35.95	
113-7381286-00...	Invoice	08/03/2023	GF-MOWER TIRES-STREETS		0.00	69.99	
1P9D-KPY3-4LGJ	Invoice	08/03/2023	GF-POSTER FRAMES, MOUSE-PLANNING		0.00	254.30	
000091	AQUA BACKFLOW, INC		08/08/2023	Regular	0.00	360.00	100796
2023-0234	Invoice	08/03/2023	UF-BACKFLOW TRACKING PROGRAM-W LI...		0.00	360.00	
000108	AUSMUS LAW FIRM PC		08/08/2023	Regular	0.00	6,500.00	100797
8291	Invoice	08/03/2023	GF-LEGAL FEES- CITY ATTORNEY		0.00	6,500.00	
001918	AXON ENTERPRISES INC		08/08/2023	Regular	0.00	21,546.73	100798
INUS135495	Invoice	08/02/2023	GF-FLEET MTC PLAN-PD		0.00	15,071.32	
INUS136122	Invoice	08/02/2023	GF-TASERS-PD		0.00	6,475.41	
001820	BADGER METER		08/08/2023	Regular	0.00	1,758.48	100799
80134523	Invoice	07/31/2023	UF-METERS		0.00	1,758.48	
000241	CITY OF FT LUPTON-UTIL INVOICE		08/08/2023	Regular	0.00	40,264.60	100800
110035001 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	1,570.75	
110221001 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	449.65	
110222001 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	662.95	
110251001 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	35.10	
330025001 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	188.65	
330031001 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	1,050.25	
330045001 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	151.56	
330092001 AUG...	Credit Memo	08/01/2023	GF-6/21-7/24 WATER USAGE-5TH&FULTO...		0.00	-817.06	
330166001 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	97.49	
330920000 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	34.65	
550055501 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	159.17	
550057001 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	546.68	
550057601 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	2,098.66	
550057701 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	6,140.65	
660092001 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	963.75	
770109501 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	34.65	
770116501 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	343.58	
770229001 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	1,505.98	
770229501 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	1,550.54	
770229601 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	38.96	
770231101 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	157.67	
990004001 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	127.90	
990004101 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	94.95	
990005001 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	259.39	
990006001 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	44.98	
990007001 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	131.62	
990008001 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	62.23	
990132001 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	22,446.87	
999910000 JUL23	Invoice	08/01/2023	Water/Sewer Bill-City		0.00	132.38	
	Void		08/08/2023	Regular	0.00	0.00	100801
000242	CIVICPLUS		08/08/2023	Regular	0.00	11,751.63	100802

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
269630	Invoice	08/03/2023	CivicPlus - Annual Renewal		0.00	11,751.63	
000268	COLORADO ANALYTICAL LAB		08/08/2023	Regular	0.00	240.00	100803
230628035	Invoice	08/03/2023	UF-COLIFORMS-W LINES		0.00	48.00	
230628038	Invoice	08/03/2023	UF-COLIFORMS-W LINES		0.00	48.00	
230628113	Invoice	08/03/2023	UF-COLIFORMS-W LINES		0.00	48.00	
230717028	Invoice	08/03/2023	UF-COLIFORMS-W LINES		0.00	48.00	
230726082	Invoice	08/03/2023	UF-COLIFORMS-W LINES		0.00	48.00	
002651	COLORADO COMMUNITY MEDIA		08/08/2023	Regular	0.00	199.84	100804
91859	Invoice	08/01/2023	GF-LEGAL NOTICE-FIN		0.00	199.84	
000306	COMCAST BUSINESS		08/08/2023	Regular	0.00	2,733.63	100805
177789984	Invoice	08/01/2023	Comcast Phones		0.00	2,733.63	
000307	COMCAST CABLE COMM, LLC		08/08/2023	Regular	0.00	279.25	100806
0117309 AUG23	Invoice	07/31/2023	REC-CABLE		0.00	279.25	
001517	CORE&MAIN LP		08/08/2023	Regular	0.00	4,156.95	100807
T016199	Invoice	08/01/2023	UF-METERS LID/BOX-W LINES		0.00	2,624.47	
T105034	Invoice	08/01/2023	UF-METERS LID/BOX-W LINES		0.00	1,532.48	
003100	FACE MAGIC		08/08/2023	Regular	0.00	375.00	100808
000003	Invoice	08/01/2023	GF-FACE PAINTER PUMPKINFEST-COMM E…		0.00	375.00	
000455	FASTENAL COMPANY 01COFTL		08/08/2023	Regular	0.00	220.36	100809
194306	Invoice	08/03/2023	GF-SUPPLIES-STREETS		0.00	26.28	
194467	Invoice	08/03/2023	GF-ALUM THRD KIT UNIT #9-STREETS		0.00	160.00	
194683	Invoice	08/03/2023	GF-SWEEPER UNIT #17-STREETS		0.00	80.36	
194691	Credit Memo	08/03/2023	GF-SWEEPER UNIT #17 CREDIT-STREETS		0.00	-80.36	
194692	Invoice	08/03/2023	GF-UNIT #17-STREETS		0.00	34.08	
000491	FORT LUPTON VETERINARY		08/08/2023	Regular	0.00	195.00	100810
072823	Invoice	07/31/2023	GF-B.GARCIA-ESPINOZA CASE E0022433-C…		0.00	195.00	
001881	HALO BRANDED SOLUTIONS INC		08/08/2023	Regular	0.00	497.41	100811
2023000097561	Invoice	08/03/2023	GF-MERCHANDISE-CITY ADM		0.00	497.41	
000620	JACOB FREIER		08/08/2023	Regular	0.00	37.99	100812
071723	Invoice	08/01/2023	GF-J.FREIER MILEAGE-PLANNING		0.00	37.99	
002778	KASEYA US LLC		08/08/2023	Regular	0.00	434.43	100813
INV24645468231…	Invoice	08/03/2023	Kaseya - BMS extra License (Prorated thru…		0.00	434.43	
003353	KELLY PRESTON		08/08/2023	Regular	0.00	116.00	100814
2007277.001	Invoice	08/01/2023	REC-K.PRESTON CLASS CANCELLATION RE…		0.00	116.00	
003354	LITTLE MOSES JONES		08/08/2023	Regular	0.00	1,800.00	100815
367	Invoice	08/03/2023	GF-TRAPPERS DAY BAND-COMM EVENTS		0.00	1,800.00	
000735	LL JOHNSON DISTRIBUTING		08/08/2023	Regular	0.00	86.90	100816
1152608-00	Invoice	07/31/2023	GF-INSERT 90 ELL 1"-PARKS		0.00	86.90	
003281	MICHELLE MAGELSSEN		08/08/2023	Regular	0.00	177.60	100817
080323	Invoice	08/03/2023	GF-M.MAGELSSEN MILEAGE-CITY ADM		0.00	177.60	
003316	MIGUEL IRAOLA		08/08/2023	Regular	0.00	600.00	100818
07182023	Invoice	07/31/2023	GF-TRANSLATOR SRVS-COURT		0.00	600.00	
000841	NEWMAN TRAFFIC SIGNS		08/08/2023	Regular	0.00	291.86	100819
INV046869	Invoice	08/03/2023	GF-SIGN-STREETS		0.00	291.86	
000862	O'REILLY AUTO PARTS		08/08/2023	Regular	0.00	554.85	100820
062823	Invoice	08/03/2023	GF-M.ADAME CLASS-PW SHOP		0.00	95.00	
4489-466436	Invoice	08/03/2023	UF-SWITCH UNIT #37-S LINES		0.00	16.99	
4489-467977	Invoice	08/03/2023	UF-SWITCH UNIT #36-W LINES		0.00	42.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
4489-468438	Invoice	08/03/2023	GF-WIPER UNIT #40-STREETS		0.00	49.23	
4489-471223	Invoice	08/03/2023	UF-BRAKE CLEANER-FLEET&EQUIP		0.00	41.88	
4489-472391	Invoice	08/03/2023	CEM-BATTERY		0.00	54.08	
4489-472620	Invoice	08/03/2023	GF-WIPES, GLOVES-PW SHOP		0.00	39.97	
4489-473052	Invoice	08/03/2023	UF-GLASS CLEANER, OIL-FLEET&EQUIP		0.00	215.70	
000928	PUSH-PEDAL-PULL		08/08/2023	Regular	0.00	401.39	100821
364153	Invoice	08/01/2023	REC-TREADMILL REPAIRS		0.00	401.39	
000931	R & L TIRES		08/08/2023	Regular	0.00	15.00	100822
49561	Invoice	08/03/2023	GF-TIRE REPAIR-STREETS		0.00	15.00	
003150	REDI SERVICES, LLC		08/08/2023	Regular	0.00	850.00	100823
202556	Invoice	08/03/2023	GF-JUL 4TH PORTA POTTIES-COMM EVENT		0.00	850.00	
001040	STERICYCLE		08/08/2023	Regular	0.00	66.91	100824
3006552087	Invoice	08/01/2023	REC-BIOHAZARD		0.00	66.91	
002885	SWARCO COLORADO PAINT COMPANY LLC		08/08/2023	Regular	0.00	1,372.38	100825
90069496	Invoice	08/03/2023	GF-SUPPLIES-STREETS		0.00	1,372.38	
001101	TODD HODGES DESIGN, LLC		08/08/2023	Regular	0.00	12,131.25	100826
3532	Invoice	08/01/2023	GF-PLANNING SRVCS 7/17-30-PLANNING		0.00	12,131.25	
001149	UTILITY NOTIFICATION CENTER		08/08/2023	Regular	0.00	375.39	100827
223070626	Invoice	08/01/2023	SSTX-JUL23 RTL TRANSMISSIONS-STREETS		0.00	375.39	
001156	VERIZON WIRELESS SVCS LLC		08/08/2023	Regular	0.00	6,091.19	100828
9940618011	Invoice	08/01/2023	Verizon Bill		0.00	6,091.19	
001174	WAGNER EQUIPMENT CO.		08/08/2023	Regular	0.00	3,264.48	100829
POOC2596680	Invoice	08/03/2023	GF-BOLTS, NUTS-STREETS		0.00	321.00	
POOC2596681	Invoice	08/03/2023	GF-CUTTING EDGE-STREETS		0.00	2,943.48	
001963	WASTE CONNECTIONS OF COLO, INC		08/08/2023	Regular	0.00	2,149.64	100830
7164151V311	Invoice	08/01/2023	Waste Connections		0.00	25.00	
7164294V311	Invoice	08/01/2023	Waste Connections		0.00	276.53	
7164295V311	Invoice	08/01/2023	Waste Connections		0.00	401.14	
7164296V311	Invoice	08/01/2023	Waste Connections		0.00	715.62	
7164297V311	Invoice	08/01/2023	Waste Connections		0.00	134.09	
7164298V311	Invoice	08/01/2023	Waste Connections		0.00	234.52	
7165745V311	Invoice	08/01/2023	Waste Connections		0.00	362.74	
001224	XCEL ENERGY-GAS		08/08/2023	Regular	0.00	188.39	100831
838419224	Invoice	08/02/2023	CITY GAS SERVICE JUL23		0.00	188.39	
003352	ZACH REYES		08/08/2023	Regular	0.00	64.00	100832
2007275.001	Invoice	08/01/2023	REC-Z.REYES LIFEGUARD UNIFORM REFU...		0.00	64.00	
000031	ADAMSON POLICE PRODUCTS		08/15/2023	Regular	0.00	274.84	100833
INV398856	Invoice	08/08/2023	GF-NAMEPLATE-PD		0.00	12.95	
INV399317	Invoice	08/08/2023	GF-BELT LINER-PD		0.00	22.45	
INV399436	Invoice	08/08/2023	GF-MERCHANDISE-PD		0.00	150.00	
INV399749	Invoice	08/08/2023	GF-UNIFORMS-PD		0.00	40.49	
INV399899	Invoice	08/08/2023	GF-UNIFORMS-PD		0.00	6.95	
INV399911	Invoice	08/08/2023	GF-PATCHES-PD		0.00	24.00	
INV399912	Invoice	08/08/2023	GF-STRIPES-PD		0.00	18.00	
003196	AMAZE HEALTH		08/15/2023	Regular	0.00	1,695.00	100834
INV-0868	Invoice	08/10/2023	GF-MONTHLY USER FEE-MISC		0.00	1,695.00	
001387	ANGEL ARMOR		08/15/2023	Regular	0.00	845.81	100835
INV7049	Invoice	08/08/2023	GF-MERCHANDISE-PD		0.00	845.81	
003357	ANNA-MARIE CUNEY		08/15/2023	Regular	0.00	34.77	100836

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
071123	Invoice	08/09/2023	GF-A.CUNEY CASEO CONFERENCE-PD		0.00	34.77	
000108	AUSMUS LAW FIRM PC		08/15/2023	Regular	0.00	1,800.00	100837
8284	Invoice	08/09/2023	GF-PROSECUTOR SRVS-COURT		0.00	1,800.00	
001646	BANK OF COLORADO		08/15/2023	Regular	0.00	118.54	100838
0227JUL23	Invoice	08/10/2023	GF-JULY23 CNG FUEL CHARGES-STREETS		0.00	118.54	
000136	BG'S JAPANESE DESIGNS		08/15/2023	Regular	0.00	114.00	100839
6572A	Invoice	08/08/2023	GF-MASTER POLICE OFFICER ROCKERS-PD		0.00	114.00	
000182	CEM SALES & SERVICE INC		08/15/2023	Regular	0.00	3,155.00	100840
160740	Invoice	08/09/2023	REC-POOL/SPA CHEMICALS		0.00	2,255.00	
160859	Invoice	08/09/2023	REC-SLIDE PUMP		0.00	900.00	
000211	CH2M		08/15/2023	Regular	0.00	26,024.00	100841
D3410907-04	Invoice	08/09/2023	UF- Expansion Project Design -WTP		0.00	26,024.00	
000216	CHAMBER OF COMMERCE		08/15/2023	Regular	0.00	140.00	100842
080323	Invoice	08/09/2023	GF-AUG LUNCHEON 6 PEOPLE		0.00	120.00	
080423	Invoice	08/09/2023	GF-J.ARELLANO AUG LUNCHEON-CITY CL		0.00	20.00	
000253	COLORADO DEPT OF PUBLIC HEALTH AND ENVI		08/15/2023	Regular	0.00	115.00	100843
WP241137991	Invoice	08/09/2023	UF-ANNUAL PRETREATMENT FEE-WWTP		0.00	115.00	
000253	COLORADO DEPT OF PUBLIC HEALTH AND ENVI		08/15/2023	Regular	0.00	13,920.00	100844
WP241137990	Invoice	08/09/2023	UF-ANNUAL PERMIT FEE CO0021440-WW...		0.00	13,920.00	
000307	COMCAST CABLE COMM, LLC		08/15/2023	Regular	0.00	521.60	100845
0116038 AUG23	Invoice	08/09/2023	REC-PHONE SERVICE AUG23		0.00	178.15	
0124495 AUG23	Invoice	08/09/2023	CPR-CABLE AUG23-COMM CTR		0.00	141.00	
0147405 AUG23	Invoice	08/09/2023	CPR-INTERNET/PHONE-MUSEUM		0.00	202.45	
003323	CU ONSITE SOLUTIONS		08/15/2023	Regular	0.00	99,278.96	100846
2023-01	Invoice	08/09/2023	SSTX- ASPHALT REPAIRS- STREETS		0.00	99,278.96	
002961	DHM DESIGN CORPORATION		08/15/2023	Regular	0.00	525.00	100847
47281	Invoice	08/09/2023	GF- Splash Park Full Design -Parks		0.00	525.00	
000491	FORT LUPTON VETERINARY		08/15/2023	Regular	0.00	3,143.00	100848
062723	Invoice	08/08/2023	GF-CANE CORSO-COMM SVCS		0.00	998.00	
070723	Invoice	08/08/2023	GF-POLICE IMPOUNDS-COMM SVCS		0.00	2,145.00	
000508	FULTON IRRIGATING DITCH		08/15/2023	Regular	0.00	225.00	100849
FT LUPTON 6 UNI...	Invoice	08/09/2023	UF-TRANSFER FEE 6 UNITS FULTON-WATER		0.00	225.00	
002674	HAYES POZNANOVIC KORVER, LLC		08/15/2023	Regular	0.00	11,577.50	100850
48347	Invoice	08/09/2023	WST-JUL2023 LEGAL SERVICES-WATER		0.00	11,577.50	
000597	INSIGHT PUBLIC SECTOR INC		08/15/2023	Regular	0.00	303.91	100851
0334250296	Invoice	08/09/2023	Adobe All Apps License for Juan		0.00	303.91	
002195	MINUTEMAN PRESS		08/15/2023	Regular	0.00	271.81	100852
38650	Invoice	08/08/2023	GF-BUSINESS CARDS-PD		0.00	271.81	
000811	MOTOROLA SOLUTIONS		08/15/2023	Regular	0.00	559.55	100853
8281657888	Invoice	08/08/2023	GF-(5) HANDHELD PORTABLE RADIOS-PD		0.00	559.55	
002782	MOUNTAIN WEST PRODUCTION GROUP		08/15/2023	Regular	0.00	3,590.00	100854
1015388	Invoice	08/09/2023	GF-STAGE&SOUND TRAPPER DAYS-COMM...		0.00	3,590.00	
000869	OPERATIONS MANAGEMENT INT		08/15/2023	Regular	0.00	130,537.55	100855
351230-24-09	Invoice	08/30/2023	OMI Monthly Allocations		0.00	130,537.55	
001289	PAUL GROSSMAN		08/15/2023	Regular	0.00	299.16	100856
071123	Invoice	08/09/2023	GF-P.GROSSMAN MILEAGE,MEALS-PD		0.00	299.16	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount (Payable)	Payable Amount	Discount Amount	Payment Amount	Number
000897	PETTY CASH-REC CTR		08/15/2023	Regular			0.00	153.72	100857
072523	Invoice	08/09/2023	REC-REIMBURSE PETTY CASH FUND JUNE23		0.00	153.72			
000932	R & M SERVICES		08/15/2023	Regular			0.00	1,034.63	100858
10755	Invoice	08/08/2023	GF-BATTERY-PD		0.00	94.99			
10758	Invoice	08/08/2023	GF-OIL FILTER-PD		0.00	82.13			
10759	Invoice	08/08/2023	GF-OIL, BRAKES-PD		0.00	97.12			
10762	Invoice	08/08/2023	GF-TIRES-PD		0.00	760.39			
000953	ROBIN KAPPLEMANN		08/15/2023	Regular			0.00	120.60	100859
080723	Invoice	08/10/2023	GF-R.KAPPELMAN BOOTS-FAC		0.00	120.60			
001428	ROCKY MOUNTAIN INFORMATION		08/15/2023	Regular			0.00	100.00	100860
24422	Invoice	08/08/2023	GF-RMIN MEMBERSHIP-PD		0.00	100.00			
003329	SAFEBUILT, LLC		08/15/2023	Regular			0.00	59,023.71	100861
0101973-IN	Invoice	08/09/2023	GF-JUL23 INSPECTION FEES-BLDG INSP		0.00	59,023.71			
003155	SHIRTS BY CHA LLC		08/15/2023	Regular			0.00	200.00	100862
2284	Invoice	08/09/2023	GF-BANNERS PUMPKIN FEST-COMM EVEN...		0.00	200.00			
003339	STP SERVICES COMPANY		08/15/2023	Regular			0.00	3,490.00	100863
071823	Invoice	08/09/2023	Container		0.00	3,490.00			
002967	SYNERGETIC STAFFING LLC		08/15/2023	Regular			0.00	1,613.44	100864
21011393	Invoice	08/09/2023	GF-D.MENDOZA ROMERO TEMP LABOR-F...		0.00	797.83			
21011418	Invoice	08/09/2023	GF-D.MENDOZA ROMERO TEMP LABOR-F...		0.00	815.61			
001343	TIME CLOCK PLUS		08/15/2023	Regular			0.00	123.12	100865
INV00281239	Invoice	08/09/2023	GF-ANNUAL LICENSE-HR		0.00	123.12			
003050	T-MOBILE USA, INC.		08/15/2023	Regular			0.00	25.00	100866
9539741028	Invoice	08/08/2023	GF-TIMING ADVANCE-PD		0.00	25.00			
001364	TRAKSTAR		08/15/2023	Regular			0.00	1,204.00	100867
INV-011051	Invoice	08/09/2023	GF-PERFORM TIER UPGRADE-HR		0.00	1,204.00			
001120	TRUDILIGENCE LLC		08/15/2023	Regular			0.00	445.24	100868
53581	Invoice	08/09/2023	GF-BACKGROUND CHECKS-HR		0.00	445.24			
001137	UNITED POWER		08/15/2023	Regular			0.00	37,269.48	100869
10553102 JUL23	Invoice	08/03/2023	United Power		0.00	22.35			
1195501 JUL23	Invoice	08/03/2023	United Power		0.00	1,797.85			
1195603 JUL23	Invoice	08/03/2023	United Power		0.00	46.78			
1196401 JUL23	Invoice	08/03/2023	United Power		0.00	33.82			
1207701 JUL23	Invoice	08/03/2023	United Power		0.00	21.05			
1223101 JUL23	Invoice	08/03/2023	United Power		0.00	20.00			
1240301 JUL23	Invoice	08/03/2023	United Power		0.00	103.99			
1241801 JUL23	Invoice	08/03/2023	United Power		0.00	343.62			
1241903 JUL23	Invoice	08/03/2023	United Power		0.00	142.35			
1276101 JUL23	Invoice	08/03/2023	United Power		0.00	40.91			
1279801 JUL23	Invoice	08/03/2023	United Power		0.00	24.72			
1295501 JUL23	Invoice	08/03/2023	United Power		0.00	108.94			
1299501 JUL23	Invoice	08/03/2023	United Power		0.00	112.00			
1302801 JUL23	Invoice	08/03/2023	United Power		0.00	2,091.47			
1302901 JUL23	Invoice	08/03/2023	United Power		0.00	98.15			
1316801 JUL23	Invoice	08/03/2023	United Power		0.00	667.52			
1322501 JUL23	Invoice	08/03/2023	United Power		0.00	4,621.77			
1360303 JUL23	Invoice	08/03/2023	United Power		0.00	52.15			
13842400 JUL23	Invoice	08/03/2023	United Power		0.00	67.97			
14427100 JUL23	Invoice	08/03/2023	United Power		0.00	110.33			
15232500 JUL23	Invoice	08/03/2023	United Power		0.00	22.46			
17149700 JUL23	Invoice	08/03/2023	United Power		0.00	47.52			
17761600 JUL23	Invoice	08/03/2023	United Power		0.00	20.13			

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount (Payable)	Payable Amount	Discount Amount	Payment Amount	Number
17868800 JUL23	Invoice	08/03/2023	United Power		0.00	20.00			
18057500 JUL23	Invoice	08/03/2023	United Power		0.00	529.76			
18498400 JUL23	Invoice	08/03/2023	United Power		0.00	983.77			
18762100 JUL23	Invoice	08/03/2023	United Power		0.00	22.09			
19545100 JUL23	Invoice	08/03/2023	United Power		0.00	332.44			
20040100JUL23	Invoice	08/03/2023	United Power		0.00	186.67			
21675200 JUL23	Invoice	08/03/2023	United Power		0.00	192.33			
21675300 JUL23	Invoice	08/03/2023	United Power		0.00	104.73			
22185901 JUL23	Invoice	08/03/2023	United Power		0.00	20.13			
3399301 JUL23	Invoice	08/03/2023	United Power		0.00	52.13			
6612303 JUL23	Invoice	08/03/2023	United Power		0.00	21.07			
6779701 JUL23	Invoice	08/03/2023	United Power		0.00	8,909.30			
704901 JUL23	Invoice	08/03/2023	United Power		0.00	8,400.50			
7225800 JUL23	Invoice	08/03/2023	United Power		0.00	22.31			
726705 JUL23	Invoice	08/03/2023	United Power		0.00	20.00			
7280200 JUL23	Invoice	08/03/2023	United Power		0.00	21.59			
733101 JUL23	Invoice	08/03/2023	United Power		0.00	170.03			
762901 JUL23	Invoice	08/03/2023	United Power		0.00	93.08			
803908 JUL23	Invoice	08/03/2023	United Power		0.00	5,852.62			
8976200 JUL23	Invoice	08/03/2023	United Power		0.00	697.08			
	Void		08/15/2023	Regular			0.00	0.00	100870
	Void		08/15/2023	Regular			0.00	0.00	100871
002132	VECTOR DISEASE CONTROL		08/15/2023	Regular			0.00	3,301.20	100872
PI-A00013078	Invoice	08/09/2023	GF-Mosquito Management - PW		0.00	3,301.20			
002826	VICTORIA MIRAGLIA		08/15/2023	Regular			0.00	95.27	100873
071123	Invoice	08/09/2023	GF-V.MIRAGLIA MEALS SRO TRNG-PD		0.00	95.27			
001208	WHITE BEAR ANKELE TANAKA & WALDRON		08/15/2023	Regular			0.00	1,679.97	100874
29131	Invoice	08/09/2023	GF-LUP VILL/COTTONWOOD/VISTA MEAD...		0.00	1,679.97			
002660	WHITESIDE'S BOOTS AND CLOTHING		08/15/2023	Regular			0.00	299.99	100875
080423	Invoice	08/10/2023	GF-BOOTS-FAC		0.00	299.99			
001212	WILLIAMS AND WEISS CONSULTING		08/15/2023	Regular			0.00	5,015.00	100876
1862	Invoice	08/09/2023	Water Engineering Services		0.00	5,015.00			
003046	PERKINS + WILL, INC.		08/02/2023	EFT			0.00	173,840.00	9001425
222254-000-201...	Invoice	07/01/2023	RC-Design of Additions-Rec Center		0.00	173,840.00			
000119	BANK OF COLORADO		08/11/2023	Bank Draft			0.00	6,711.44	DFT0002216
INV0001424	Invoice	08/11/2023	HSA DISTRIBUTION		0.00	6,711.44			
000119	BANK OF COLORADO		08/11/2023	Bank Draft			0.00	790.83	DFT0002217
INV0001425	Invoice	08/11/2023	HSA DISTRIBUTION		0.00	790.83			
001416	VALIC_1		08/11/2023	Bank Draft			0.00	45,964.66	DFT0002218
INV0001426	Invoice	08/11/2023	VALIC - 457(b) $ Contributions		0.00	45,964.66			
001265	IRS		08/11/2023	Bank Draft			0.00	80,148.42	DFT0002219
INV0001427	Invoice	08/11/2023	Federal Withholding		0.00	80,148.42			
001418	CO DEPARTMENT OF REVENUE		08/11/2023	Bank Draft			0.00	14,122.00	DFT0002220
INV0001428	Invoice	08/11/2023	CO Withholding		0.00	14,122.00			
001416	VALIC_1		08/08/2023	Bank Draft			0.00	1,046.39	DFT0002221
INV0001429	Invoice	08/08/2023	VALIC - 457(b) ROTH % Contributions		0.00	1,046.39			
001265	IRS		08/08/2023	Bank Draft			0.00	533.01	DFT0002222
INV0001430	Invoice	08/08/2023	Federal Withholding		0.00	533.01			
001418	CO DEPARTMENT OF REVENUE		08/08/2023	Bank Draft			0.00	137.00	DFT0002223
INV0001431	Invoice	08/08/2023	CO Withholding		0.00	137.00			

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
001265	IRS		08/10/2023	Bank Draft	0.00	26.28	DFT0002224
INV0001432	Invoice	08/10/2023	Federal Withholding		0.00	26.28	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	198	80	0.00	541,159.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	9	9	0.00	149,480.03
EFT's	1	1	0.00	173,840.00
	208	**93**	**0.00**	**864,479.63**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	263	116	0.00	594,831.45
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	9	9	0.00	149,480.03
EFT's	1	1	0.00	173,840.00
	273	**129**	**0.00**	**918,151.48**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	8/2023	918,151.48
			918,151.48

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
August 8, 2023

The City Council of the City of Fort Lupton met in a regular session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Tuesday, August 1, 2023. Mayor Zo Hubbard called the meeting to order at 6:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were Mayor Zo Hubbard, Councilmembers, Chris Ceretto, Carlos Barron, Claud Hanes, Bruce Fitzgerald, and David Crespin. Councilmember Valerie Blackston participated remotely.

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

PERSONS TO ADDRESS COUNCIL

There was no one to address the Mayor or Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the August 1, 2023, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by Bruce Fitzgerald and seconded by Chris Ceretto to approve the Consent Agenda as presented with the following items:

- July 18, 2023 City Council Meeting Minutes
- APPROVING RESOLUTION 2023R026 FOR A SUPPLEMENTAL BUDGET FOR THE PERIOD BETWEEN JANUARY – JULY 2023 (AM 2023-117)
- Approving the Purchase of Water Meter Reading Equipment from Badger Meter for an Amount Not to Exceed $15,886.89 from the Utility Enterprise Water Fund (AM 2023-118)
- Approve the Mayor to Sign a Memorandum of Understanding with the Town of

Hudson to Work Toward Common Interest IGA's and Projects (AM 2023-121)

- Approve the Mayor to Sign a Letter of Support in Conjunction with Upper Front Range Transportation Planning Region (UFR TPR) to Support Keeping Our Community Membership and Representation in the UFR TPR as it is Currently Adopted (AM 2023-122)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2023-119 Approve Change Order Number 1 to Contract Agreement with Colorado Paving Inc. for Coyote Creek Golf Course Cart Path Project for an Amount Not to Exceed $7,872.42 from the Golf Course Enterprise Fund

The current contract agreement with Colorado Paving Inc. was executed March 21, 2023 and was awarded $300,000.00 to cover extending the length of paths of the overall project as bid.

Change Order No. 1 is required to compensate the contractor for additional quantities directed to be constructed. Additional soft subgrade was discovered from what was estimated. Original estimate was based on assumption of 25% of the length being required to be removed and replaced with stable material.

The project has been completed.

It was moved by Carlos Barron and seconded by Valerie Blackston to Approve Change Order Number 1 to Contract Agreement with Colorado Paving Inc. for Coyote Creek Golf Course Cart Path Project for an Amount Not to Exceed $7,872.42 from the Golf Course Enterprise Fund. Motion passed unanimously on roll call vote.

AM 2023-120 Approve Change Order Number 4 to Contract Agreement with Colorado Paving Inc. for College Ave./9th St. Repaving Project for an Amount Not to Exceed $35,000.00 from the Street Sales Tax Fund

The current contract agreement with Colorado Paving Inc. was executed May 21, 2021 and was awarded for $2,172,394.50 to cover portions of the overall project as bid. Items that were deleted from the overall project included curb and gutter along College Avenue, sidewalks along 9th Street and half the pavement section for College Avenue. Change Order No. 1 was issued on October 19, 2021 to modify elements for priority. The College Avenue paving was deleted and curb and gutter and sidewalk were added back for 9th Street. Change Order No. 2 restored all elements of 9th St. and College Ave. to complete the as bid project. Additionally, the south end of College was added to provide connection to Highway 52 and restore the originally constructed, 20-year old pavement. Total project cost is $1,357,577.35. Change Order No. 3 was required to compensate the contractor for additional surcharges imposed by material suppliers and additional work orders in contingency for unforeseen utility conflicts.

Remaining items in the construction project include all of Schedule 2a (south end of College connection to Hwy 52). Revised unit costs were used from the Harrison Avenue project bid proposal where appropriate.

It was moved by David Crespin and seconded by Claud Hanes to Approve Change Order Number 4 to Contract Agreement with Colorado Paving Inc. for College Ave./9th St. Repaving Project for an Amount Not to Exceed $35,000.00 from the Street Sales Tax Fund. Motion passed unanimously on roll call vote.

AM 2023-123 Approving a Resolution Approving the CarMax Auto Superstores Inc. Public Improvements Agreement of the CarMax Auto Superstores Final Plat.

The Developer is required to construct certain public improvements (the "Improvements") as a condition of site plan approval (Resolution 2023R023 approved July 5, 2023) 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. The total cost of the water line improvements paid by the developer is $879,600.00 that will become a City asset following final acceptance by the City.

It was moved by Valerie Blackston and seconded by Bruce Fitzgerald to Approve Resolution 2023R027 Approving the CarMax Auto Superstores Inc. Public Improvements Agreement of the CarMax Auto Superstores Final Plat. Motion passed unanimously on roll call vote.

STAFF

Leann Perino, Finance Director, reported the City received the executed Energy Impact contract.

Chris Cross, City Administrator, reported that the basement renovation for the police department has begun.

MAYOR/COUNCIL REPORTS

Bruce Fitzgerald, Councilmember, reported he gave blood Sunday and encouraged others to donate as well. He stated the blood banks are short.

FUTURE CITY EVENTS

August 4, 2023	Summer Concert Series - Trouble Bound Fort Lupton Library, 425 Denver Ave.6 p.m.
August 19-20, 2023	Fort Lupton Fall Festival, St. William Catholic Church, 1025 Fulton Ave. 11 a.m. – 7 p.m.
August 25, 2023	Summer Concert Series – Kelsie Jo & the Wildcards Fort Lupton Library, 425 Denver Ave. 6 p.m.
August 30, 2023	Spaghetti Dinner, Fort Lupton Recreation Center, 203 S. Harrison Ave. 5 p.m.- 8 p.m.
September 9, 2023	Trapper Days, Downtown Fort Lupton, Denver Ave.

UPCOMING MEETINGS

August 8, 2023	Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6 p.m.
August 15, 2023	City Council Meeting, City Hall, 130 S. McKinley Ave. 6 p.m.
August 29, 2023	Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6 p.m.

ADJOURNMENT

The meeting adjourned at 6:17 p.m.

Submitted by,

____
Maricela Peña, City Clerk

Approved by City Council,

____
Zo Hubbard, Mayor

Fort Lupton COLORADO

City Council Meeting
Date: August 15, 2023
Staff: Mari Peña, City Clerk

AM 2023-124

Public Hearing☐

SUBJECT FOR DISCUSSION

Approving the Intergovernmental Agreement ("IGA") with Board of County Commissioners of the County of Weld and the Weld County Clerk and Recorder Concerning the Administration of the November 7, 2023, Coordinated Election with the City of Fort Lupton and Designating Maricela Peña as the Election Official for the City

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Colorado Revised Statues §1-7-116 indicates if there are overlapping political subdivisions holding an election, a coordinated election is required. Councilmember David Crespin (Ward 1), Chris Ceretto (Ward 2) and Bruce Fitzgerald (Ward 3) are up for re-election as their terms are expiring. The City Council is also placing a ballot question to be presented to the voters of Fort Lupton. The County Clerk is the "Coordinated Election Official" and is primarily responsible for conducting the election on behalf of the participating political subdivisions. The 1992 Act as amended provided that coordinated elections will be held pursuant to the "Uniform Election Code" and that there shall be an IGA between the Board of County Commissioners of Weld County, the Weld County Clerk and Recorder and the participating political subdivisions. The City has notified the Weld County Clerk of the City's intent to participate in the coordinated election, a minimum of 100 days before the election, no later than July 28, 2023, per C.R.S §1-7-116(5). Per C.R.S. §1-7-116(2), the last day to have the IGA signed, is August 29, 2023.

FINANCIAL CONSIDERATIONS

On Page 2, Section 3 (g) of the IGA, states that the Jurisdiction must pay the sum of $1.25 per registered elector eligible to vote in the Jurisdiction's election as of November 7, 2023, with a $200 minimum regardless of whether the election is actually held. A review of the voter registration list indicated there are approximately 5,544 registered electors residing in the City of Fort Lupton resulting in an estimated cost of $7,000.00.

The General Fund has $11,000 budgeted for elections in 2023.

LEGAL/POLITICAL CONSIDERATIONS

C.R.S. §1-7-116 states that coordinated elections are required for all overlapping political subdivisions that have conducted elections on the same date in November.

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Approve the Intergovernmental Agreement between the City of Fort Lupton, Board of County Commissioners of the County of Weld and the Weld County Clerk and Recorder for the conduct of the November 7, 2023, Coordinated Election.

Attachments: a. Memorandum of Intergovernmental Agreement for Coordinated Election
b. Calendar for Coordinated Election Dates

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

City of Fort Lupton, hereinafter referred to as “Jurisdiction,” does hereby agree and contract with the Board of County Commissioners of the County of Weld, hereinafter referred to as “Commissioners,” and the Weld County Clerk and Recorder, hereinafter referred to as “County Clerk,” concerning the administration of the November 7, 2023, Coordinated Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter “Code”), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the County Clerk’s duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail ballot on November 7, 2023; and

WHEREAS, the Jurisdiction agrees to conduct a Coordinated Election with the County Clerk acting as the Coordinated Election Official; and

WHEREAS, the County Clerk is the “Coordinated Election Official,” pursuant to C.R.S. §1-7-116, and is to perform certain election services in consideration of performances by the Jurisdiction of the obligations herein below set forth; and

WHEREAS, such agreements are authorized by statute at C.R.S. §§1-1-111(3), 1-7-116, and 29-1-203, et seq.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Jurisdiction encompasses territory within Weld County and ______________________ County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Weld County.

2. Term of Agreement: This Agreement is intended only to deal with the conduct of the November 7, 2023, Coordinated Election.

3. The Jurisdiction agrees to perform the following tasks and activities:

    a. Conduct all procedures required of the clerk or designated election official for initiatives, referenda, and referred measures under the provisions of C.R.S. §§31-11-101 through 31-11-118.

    b. To do all tasks required by law of designated election officials concerning nomination of candidates by petition, including, but not limited to: issue approval as to form, where appropriate, of nominating petition; determine candidate eligibility; receive candidate acceptance of nominations; accept notice of intent, petitions for nomination, and affidavits of circulators; verify signatures on nominating petitions; and hear any protests of the nominating petitions, as said tasks are set forth in any applicable provisions of Title 1, Article IV, Parts 8 and 9, and C.R.S. §1-4-501, C.R.S., and those portions of the Colorado Municipal Election Code of 1965, Article X of Title 31, as adopted by reference pursuant to C.R.S. §1-4-805.

c. Establish order of names and questions for Jurisdiction's portion of the ballot and submit to the County Clerk in final form. The ballot content, including a list of candidates, ballot title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to C.R.S. §1-5-203(3)(a). The Jurisdiction must provide a Spanish (US) translation of the ballot title and text for the County to provide a Spanish language sample ballot and a Spanish language in-person ballot pursuant to § 1-5-906 and 1-5-907, C.R.S. The translation services selected by the Jurisdiction must be screened and tested for proficiency in both written English and Spanish with affiliation or accreditation by a nationally recognized association of translators or have credentials or certifications that are comparable to or exceed the standards used by a nationally recognized association of translators, and must produce translations that are linguistically accurate, culturally appropriate, and technically consistent with the original documents. The County Clerk will require the certification of translation be turned in with the ballot content.

d. Accept written comments for and against ballot issues pursuant to C.R.S. §§ 1-7-901 and Colorado Constitution Article 10, Section 20(3)(b)(v). Comments to be accepted must be filed by noon on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the Jurisdiction but only to the extent required pursuant to C.R.S. §1-7-903(3). The full text of any required ballot issue notices must be transmitted to and received by the County Clerk no later than 43 days prior to the election pursuant to C.R.S. §1-7-904. No portion of this Subsection 3(d) shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.

e. Collect, prepare, and submit all information required to give notice pursuant to Colorado Constitution Article 10, Section 20(3)(b), the Taxpayer's Bill of Rights. Such information must be received by the County Clerk no less than 43 days prior to the election to give the County Clerk sufficient time to circulate the information to voters.

f. Accept affidavits of intent to accept write-in candidacy up until close of business on the 64th day before the election, provide a list of valid affidavits received and forward them to the County Clerk pursuant to C.R.S. §1-4-1102(2).

g. Pay the sum of $1.25 per registered elector eligible to vote in the Jurisdiction's election as of November 7, 2023, with a $200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. If the Jurisdiction cancels the election before its Section 20, Article X, the Taxpayer's Bill of Rights, notices are due to the County, and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses under this Subsection 3(g). The Jurisdiction shall also be responsible for costs of recounts pursuant to C.R.S. §§1-10.5-107 or 1-11-215, except for costs collected from an "interested party" pursuant to C.R.S. §1-10.5-106 which shall be collected by the entity conducting the recount.

h. Designate an "election official" who shall act as the primary liaison between the Jurisdiction and the County Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.

i. By approval of this Agreement, any municipality thereby resolves to not use the provisions of the Colorado Municipal Election Code, except as otherwise set forth herein or as its use is specifically authorized by the Code.

j. Mail ballot issue notices pursuant to C.R.S. §1-7-906(2) for active registered electors who do not reside within the county or counties where the political subdivision is located.

k. Carry out all action necessary for cancellation of an election including notice pursuant to C.R.S. §1-5-208, and pay any costs incurred by the County Clerk within 30 days of receipt of an invoice setting forth the costs of the canceled election pursuant to C.R.S. §1-5-208(5).

l. Jurisdiction shall verify as being accurate the list of registered elector's names and addresses previously forwarded to the Jurisdiction by the Weld County Clerk and Recorder's Office. By signing this Agreement, Jurisdiction represents that the list of registered elector's names and addresses has been reviewed by the Jurisdiction and is accurate. The Jurisdiction will promptly notify Adam Gonzales, the Weld County Election Manager (see contact information in 5(h)), of any changes to the information contained in said list.

m. By September **8th**, Jurisdiction shall notify all candidates to call the Election Office at 970-400-3109, to leave a voice mail on how to pronounce the candidate's name and the office the candidate is seeking.

4. The County Clerk Agrees to perform the following tasks and activities:

a. Except as otherwise expressly provided for in this Agreement, to act as the Coordinated Election Official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the Coordinated Election Official.

b. Circulate the Taxpayer's Bill of Rights notice pursuant to Colorado Constitution Article X, Section 20.

c. Circulate general Ballot Issues notices pursuant to C.R.S. §§ 1-7-905 and 1-7-906(1), and publish and post notice, as directed in C.R.S. §1-5-205.

d. Designate the statutory required number of drop boxes during the election cycle. Designate not less than the statutory requirement of voter service and polling centers for early voting and election day.

e. After Election Day, bill Jurisdiction for number of registered electors within the Jurisdiction as of Election Day; identify the members of the Board of Canvassers eligible for receiving a fee; and bill the Jurisdiction for the fees.

f. Designate an employee of the Weld County Clerk and Recorder's Office, Election Division to act as a primary liaison or contact between the County Clerk and the Jurisdiction (see contact information in 5(h)).

g. The County Clerk shall appoint and train election judges and this power shall be delegated by the Jurisdiction to the County Clerk, to the extent required or allowed by law.

h. Select and appoint a Board of Canvassers to canvass the votes, provided that the Jurisdiction, at its option, may designate one of its members and one eligible elector from the jurisdiction to assist the County Clerk in the survey of the returns for that Jurisdiction. If the Jurisdiction desires to appoint one of its members and an eligible elector to assist, it shall make such appointments, and shall notify the County Clerk in writing of such appointments not later than 15 days prior to the election. The County Clerk shall receive and canvass all votes, and shall certify the results in the time and manner provided and required by the Code. The County Clerk shall perform all recounts required by the Code.

5. Additional Provisions

a. Time of the Essence.

Time is of the essence in this Agreement. The statutory time frames of the Code shall apply to the completion of the tasks required by this Agreement.

b. Conflict of Agreement with Law.

This Agreement shall be interpreted to be consistent with the Code, provisions of Title 31 applicable to the conduct of elections, and the Colorado Election Rules contained in 8 C.C.R. 1505-1. Should there be an irreconcilable conflict between the statutes, this Agreement and the Colorado Election Rules, the statutes shall first prevail, then this Agreement and lastly the Colorado Election Rules.

c. Right of Termination.

If Jurisdiction fails to accomplish its obligations, County is relieved of any further obligation under this agreement. Jurisdiction is fully responsible for any actions that result from its failure to meet its obligations.

d. Liquidated Damages.

In the event that a Court of competent jurisdiction finds that the election for the Jurisdiction was void or otherwise fatally defective as a result of the sole negligence or failure of the County Clerk to perform in accordance with this Agreement or laws applicable thereto, then the County Clerk shall, as liquidated damage, not as a penalty, refund all payments made, pursuant to Subsection 3(g) of this Agreement and shall, if requested by the Jurisdiction, conduct the next Coordinated Election which may include any election made necessary by a defect in the election conducted pursuant to this Agreement with no fee assessed to the Jurisdiction. This remedy shall be the sole and exclusive remedy for damages available to the Jurisdiction under this Agreement.

e. No Waiver of Privileges or Immunities.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§ 24-10-101 et seq., as applicable now or hereafter amended, or any other applicable privileges or immunities held by the parties to this Agreement.

f. No Third Party Beneficiary Enforcement.

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

g. Entire Agreement, Modification, Waiver of Breach.

This Agreement contains the entire Agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement and any attached exhibits shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, or subsequent, breach.

h. Notice provided for in this Agreement shall be given by the Jurisdiction to the primary liaison designated according to section 4.f. above:

Adam Gonzales
Phone: (970) 400-3178
Fax: (970) 304-6566
Email: agonzales@weld.gov
Address: PO Box 459, Greeley, CO 80632

Notice provided for in this Agreement shall be given to the Jurisdiction election official referred to in Subsection 3(h) of this Agreement by phone:

Designated Election Official for Jurisdiction: ___________________________

Phone: _______________________

After hour phone number: ___________________

Additional Contact Information:

Fax: _______________________

E-mail: ____

Address: ____

____.

DATED this __________ day of ___________________, 2023.

WELD COUNTY CLERK AND RECORDER	BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WELD COUNTY
_________________________________	___________________________________
Carly Koppes, Clerk and Recorder	Mike Freeman, Chair
APPROVED AS TO FORM:	ATTEST: ____________________________ Clerk to the Board of County Commissioners
_________________________________	___________________________________
County Attorney	Deputy Clerk to the Board
City of Fort Lupton APPROVED AS TO FORM:	ATTEST:
_________________________________	___________________________________
Attorney for Jurisdiction (Signature)	Designated Election Official for Jurisdiction (Signature)

2023 COORDINATED ELECTION IMPORTANT DATES

Weld County will conduct a Mail Ballot election on November 7, 2023. The Intergovernmental Agreement (IGA) for this election is enclosed. Please sign and return it to the Weld County Clerk & Recorder by August 29, 2023.

Please submit your ballot content, candidates, ballot questions, and ballot issue information on hard copy and one of the following (your information will be directly loaded onto the ballot from one of these):

1. as an E-Mail attachment (agonzales@weldgov.com)

We accept the **BALLOT** and **TABOR** information in **WORD** format. Please format the font to **Arial 10.**

The following is a calendar of important dates for you to remember this year:

July 28	Last day to notify the County Clerk that you will be participating in the Coordinated Election C.R.S. 1-7-116(5); 1-1-106(5)
Aug. 29	Last day to sign IGA for Coordinated Election C.R.S. 1-7-116(2)
Sept. 8	Last day for each Political Subdivision to certify ballot order and content to County Clerk C.R.S. 1-5-203(3)(a)
Sept. 8	Jurisdiction shall notify all candidates to call the Election Office at **970-400-3109** to leave a voice mail on how to pronounce the candidate's name. Candidate should also state which race they are running for.
Sept. 25	Final day for Designated Election Official (DEO) to submit ballot issue (pros/cons) information to County Clerk C.R.S. 1-7-904
Oct. 6	Last day for County Clerk to mail ballot issue information to all registered voters Article X Section 20(3)(b), C.R.S. 1-1-106(5)
Oct. 16	First day ballots may be mailed to voters, except UOCAVA voters. C.R.S. 1-7.5-107(3)(a)
Oct. 16	First day 24-hour ballot boxes open. October 16th through November 7th.
Oct. 18	Last day for County Clerk to publish legal notice. C.R.S. 1-1-104(34), C.R.S. 1-5-205(1)
Oct. 30	First day Voter Service and Polling Centers must be open C.R.S. 1-7.5-107(4.5)
Nov. 7	**ELECTION DAY!!!!!!** (Voter Service and Polling Centers open 7am-7pm)

Unofficial election results will be available election night on our website – http://www.weld.gov. If you have any questions, please do not hesitate to call.

Use this as a reference guide only. Always refer to the Colorado Constitution, Revised Statutes, and Secretary of State Rules for applicable provisions.

City Council Meeting
Date: August 15, 2023
Staff: Travis Aksamitowski,
IT Director

AM 2023-126
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving the Renewal of Proofpoint Software for an Amount Not to Exceed $24,139.40 from the General Fund IT Budget.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

IT would like to request the renewal of our Proofpoint software not to exceed the amount of $24,139.40. Proofpoint is used by the City for SPAM and archive of emails. IT budgeted this in the software budget code 100-1500-530600.

FINANCIAL CONSIDERATIONS

Budgeted in the General Fund, IT Department software budget.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

Council request IT to look into other options
Council approves the renewal of Proofpoint Professional and Proofpoint Essentials for archive of email.

STAFF RECOMMENDATIONS

IT recommends the renewal of Proofpoint for SPAM and archive

Attachments: a. Insight Public Sector Quote 0226543998

Certification of Council Approval:
Ordinance No. _______________ ___________________________________ City Clerk ___________ Date
Resolution No. _______________

INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 10644566

CITY OF FORT LUPTON
130 S MCKINLEY AVE
FORT LUPTON CO 80621-1343

SHIP-TO

CITY OF FORT LUPTON
TRAVIS AKSAMITOWSKI
130 S MCKINLEY AVE
FORT LUPTON CO 80621-1343

Quotation

Quotation Number : 0226543998
Document Date : 07-AUG-2023
PO Number :
PO release: :
Sales Rep : Dan Trivett
Email : DAN.TRIVETT@INSIGHT.COM
Telephone :
Sales Rep 2 : Maggie Ehrgott
Email : MAGGIE.EHRGOTT@INSIGHT.COM
Telephone : +18002692523

We deliver according to the following terms:

Payment Terms : Credit Card
Ship Via : Electronic Delivery
Terms of Delivery: : FOB DESTINATION
Currency : USD

Proofpoint Renewal
Previous Order 0332364724 / PO # REQ01454

Material	Material Description	Quantity	Unit Price	Extended Price
PP-B-P0F-S-B-101	Proofpoint Targeted Attack Protection URL Defense & Attachment Defense, TAP Dashboard, Threat Response Auto-Pull, Dynamic Reputation, Spam, Virus Protection, Zero-Hour Anti-Virus, Email Firewall, Impostor email, greymail filtering, Smart Search, Basic DLP, and Basic Encryption - subscription license (1 year) - 1-500 users Coverage Dates: 23-NOV-2023 - 22-NOV-2024 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 178266) Users/Endpoint : 200	1	17,177.91	17,177.91
PP-SUP-PS-12	Proofpoint Platinum Support - technical support - 1 year Coverage Dates: 23-NOV-2023 - 22-NOV-2024 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 178266) Users/Endpoint : 200	1	0.00	0.00
PP-M-PE-S-E-101	Proofpoint Email Encryption - subscription license (1 year) - 1-500 users Coverage Dates: 23-NOV-2023 - 22-NOV-2024 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 178266) Users/Endpoint : 200	1	1,465.49	1,465.49
PP-ESS-PRO-D-101	Proofpoint Essentials - Professional - SAAS - Cloud Subscription Coverage Dates: 23-NOV-2023 - 22-NOV-2024 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 178266) Users/Endpoint : 200	200	27.48	5,496.00
PP-SUP-ESS-12	Proofpoint Essentials Support - technical support - 1 year	1	0.00	0.00

Material	Material Description	Quantity	Unit Price	Extended Price
	Coverage Dates: 23-NOV-2023 - 22-NOV-2024 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 178266) Users/Endpoint : 200			

Product Subtotal	24,139.40
TAX	0.00
Total	24,139.40

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Dan Trivett

DAN.TRIVETT@INSIGHT.COM

Maggie Ehrgott
+18002692523
MAGGIE.EHRGOTT@INSIGHT.COM
Fax 8664330064

Unless the end user customer (“Customer”) has a written license agreement in place with Proofpoint for the products listed above, Customer’s issuance of a purchase order (either directly to Proofpoint or through an authorized Proofpoint partner) constitutes Customer’s agreement that its use of the Proofpoint products is governed solely by the terms of the Proofpoint Customer Agreement found at https://www.proofpoint.com/us/customer-agreement, which contains terms regarding license and usage, data privacy obligations, disclaimers and limitations of liability, Proofpoint’s right to suspend or terminate Customer’s subscription for non-payment, and automatic renewal of the subscription.”

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight’s online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight’s online Terms of Sale can be found at the “terms-and-policies” link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings (“Software and Cloud Offerings”), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the “terms-and-policies” link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
https://www.insight.com/terms-and-policies

City Council Meeting
Date: August 15, 2023
Staff: Jennifer Gruber Tanaka, Esq.
White Bear Ankele Tanaka & Waldron

AM 2023-125
Consent Agenda☐
Action Memorandum☐
Public Hearing☒

SUBJECT FOR DISCUSSION

Approve a Resolution Approving Service Plan for Sunrise Metropolitan District and Approve Intergovernmental Agreement with District.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Carlson Land Development, the applicant for Sunrise Metropolitan District (the "District"), has submitted a Service Plan (the "Service Plan") pursuant to the City's Special District Policy, contained in Chapter 19 of the Code. The Service Plan meets the criteria of and complies with the requirements set forth in the City's Special District Policy.

The purpose of approving the service plan is to authorize the District to provide for planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements required for development of the Sunrise PUD. Please refer to the Service Plan Exhibit D for more details on the public improvements that may be funded by the District.

Future development will be required to complete additional filings, improvements agreements, and/or site plans prior to construction. Each phase of development will still require public hearings and final review and approval by City Council.

The City's Special District Policy and Title 32 require a public hearing before City Council and published and actual notice of the hearing. The District published notice of the hearing in the *Fort Lupton News Press* on July 20, 2023, and mailed notice as required by the City's Special District Policy and Title 32.

Legal counsel for the District will be present at the hearing to answer questions on the Service Plan and to request approval of the Service Plan and IGA.

FINANCIAL CONSIDERATIONS

None.

LEGAL/POLITICAL CONSIDERATIONS

The Service Plan and the Intergovernmental Agreement each comply with the City's Special District Policy set forth in Chapter 19. The City Council has the ability to approve, disapprove, or conditionally approve the request.

ALTERNATIVES/OPTIONS

1.) Adopt the Resolution.
2.) Do not adopt the Resolution.
3.) Adopt the Resolution with additional conditions.
4.) Continue the Resolution to the next Council meeting.

STAFF RECOMMENDATIONS

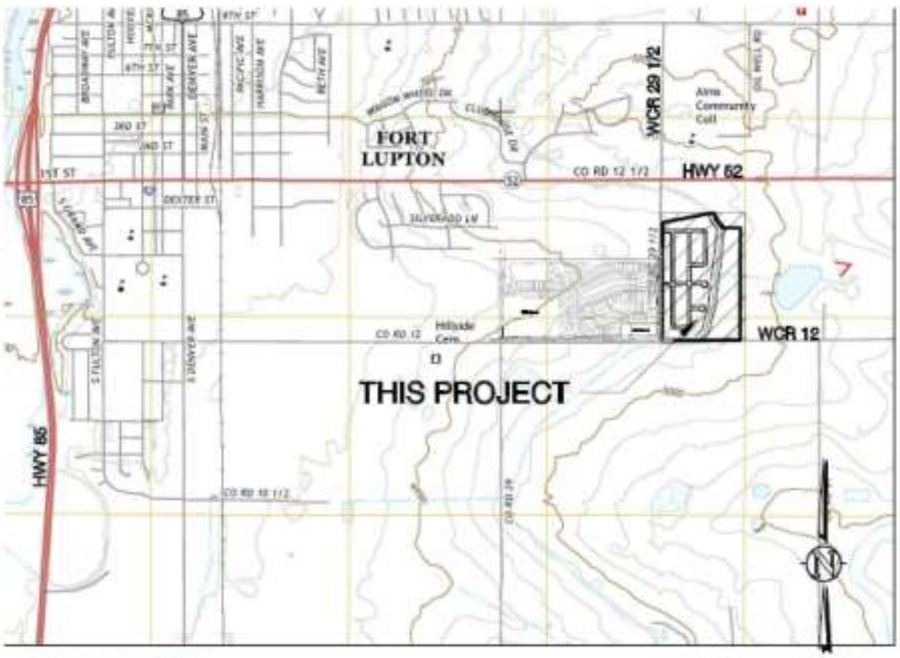
Staff recommends approval of the Service Plan and the Intergovernmental Agreement as presented through adoption of the proposed Resolution.

Certification of Council Approval:
Ordinance No. _______________ _________________________________ City Clerk ___________ Date
Resolution No. _______________

Attachments:

a. Executive Summary of Proposed Service Plan
b. Service Plan for Sunrise Metropolitan District
c. Intergovernmental Agreement with Sunrise Metropolitan District
d. Affidavit of Publication for Public Hearing and Certificate of Mailing of Notice of Public Hearing
e. Resolution 2023Rxxx Approving Service Plan and Intergovernmental Agreement

Project Vicinity Map:



VICINITY MAP
SCALE 1" = 2,000'
SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6th P.M.
SHOWN VICINITY MAP TAKEN FROM USGS QUADS - FORT LUPTON

Executive Summary of Proposed Service Plan
for the
Sunrise Metropolitan District

Applicant:	Carlson Land Development
General Location:	Northeast of the intersection of County Road 12 and County Road 29 ½
Type of Development:	Residential
Number of Districts:	1
Total Acreage:	41.46 acres
Submittal Date:	July 13, 2023
Hearing Date:	August 15, 2023
Publication of Hearing:	*Fort Lupton Press*, July 20, 2023
Mailing of Notices:	July 17, 2023

The following is an executive summary of the key terms of the proposed Service Plan and is not intended to be an all-inclusive analysis of City Code requirements or proposed terms.

CITY CODE REQUIREMENT	CODE CITATION	MODEL SERVICE PLAN PROVISION	PROPOSED SERVICE PLAN
REQUIRED INFORMATION			
A description of the facilities proposed to be provided by the district	Chapter 19-5(c)(1)b	Section V; Exhibit D (Capital Improvements Plan)	X
Financial Plan	Chapter 19-5(c)(1)c	Section VI; Exhibit F (Financial Plan)	X
Debt Limit: amount projected and authorized in the financing plan, plus 20%.	Chapter 19-5(c)(1)c.1	Total Debt Issuance Limit definition; Section V.A.8; Section VI; Exhibit F (Financial Plan)	$18,960,000 ($15,800,000 x 120%)
Mill Levy Limitations	Chapter 19-5(c)(1)c.4	Section VI.C & I	X
"Maximum Debt Mill Levy": 55.277 mills, as adjusted for Gallagher. Based on January 1, 2019. Equates to 55.664 in 2022.	Chapter 19-5(c)(1)c.4A	Section VI.C	55.664 mills
"Maximum Operation and Maintenance Mill Levy": 55.277 mills until district issues Debt, then, when combined with the debt service mill levy, shall not exceed 70 mills (55.664 and 70.489 in 2022).	Chapter 19-5(c)(1)c.4B	Section VI.I	70.489 mills
A map of the district's boundaries and a map of any inclusion area boundaries	Chapter 19-5(c)(1)d	Article III; Exhibits A-1, A-2, and B; Section V.A.5	X No inclusion area.
Capital Improvements Plan and Engineer Estimates	Chapter 19-5(c)(1)e	Section V.B; Exhibit D	$15,242,400
Operation and Maintenance Responsibilities	Chapter 19-5(c)(1)b	Section V.A.2	X
Property Owner Consent	Chapter 19-5(c)(1)f	Exhibit C	X
Annual Report	Chapter 19-5(c)(1)l	Section VII.B.	X
Mill Levy Comparison Chart	Chapter 19-5(c)(1)o	Section VI.I; Exhibit E	X

Disclosure Notice to Property Owners	Chapter 19-5(c)(1)p	Article IX	X
IGA with City	Chapter 19-5(c)(1)r	Article X; Exhibit G	X
Maintenance Services Agreement		Article X; Exhibit I	X

SERVICE PLAN

FOR

SUNRISE METROPOLITAN DISTRICT

CITY OF FORT LUPTON, COLORADO

Submitted July 13, 2023

Approved ___________ ___, 2023

Submitted by:
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203-1254
*

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TABLE OF CONTENTS

<u>LIST OF EXHIBITS</u>

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the City of Fort Lupton, Colorado (the "**City**"), and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of this Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction and installation of these Public Improvements and provide ongoing operation and maintenance services as more specifically set forth in this Service Plan.

Upon approval of this Service Plan and formation of the District, the District will conduct its operations and undertake all activities and actions in accordance with the terms and limitations set forth herein. The approval of this Service Plan does not obligate the City to approve any zoning, subdivision, planning, building permit, or other land use matter for the owners of any real property located within the District which may be served by the Public Improvements. The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth herein.

B. Need for the District.

It is intended that the District will provide the Public Improvements necessary to serve the Project. There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and limited operations and maintenance of the Public Improvements needed for the Project. The District may provide ongoing services which may include Covenant Enforcement and Design Review Services and ownership and maintenance of parks, open space, trails, structures and common areas. The District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving this Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the District and other legally available revenues of the District. All Debt is expected to be repaid by taxes imposed and collected at a mill levy no higher than the Maximum Debt Mill Levy and/or Fees. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

Use of revenue derived from imposition of an operations mill levy will allow the District to provide ongoing services to the Project and fund District administrative and management costs in an efficient manner while possibly eliminating the need to form an owners' association and impose dues and incur collection expenses. The District may impose Fees for Covenant Enforcement and Design Review services.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and, if applicable, regional needs. Operational activities are allowed as more specifically set forth in this Service Plan.

If the District does not retain obligations for ownership, operation, maintenance, repair and/or replacement of certain Public Improvements, the District's Board shall take steps to dissolve the District upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues, which shall not exceed the Maximum Debt Mill Levy, and from other legally available revenues of the District. It is the intent of this Service Plan to assure, to the extent possible, that no property should bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy, even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not obligations or costs to be paid by the District.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means the process established by the City for identifying, among other things, Public Improvements necessary for facilitating development of property within the Project, as determined at final platting and approved by the City through the appropriate PUD and/or site review process.

Board: means the board of directors of the District.

Capital Improvements Plan: means the illustrative list of Public Improvements and estimated capital costs of such Public Improvements attached hereto as **Exhibit D**.

City: means the City of Fort Lupton, Colorado.

City Council: means the City Council of the City.

City Council Resolution of Approval: means the resolution approving this Service Plan, a certified copy of which shall be attached hereto as **Exhibit H**.

Covenant Enforcement and Design Review Services: means those services authorized under Section 32-1-1004(8), C.R.S.

Debt or Bonds: means bonds, notes, debentures, certificates, contracts, capital leases or other multiple-fiscal year obligations for the payment of which the District has promised to impose an *ad valorem* mill levy, collect Fee revenue, and/or levy special assessments.

Developer: means Carlson Associates, Inc., a Colorado corporation, and any successors or assigns acting on behalf of the then-current property owner(s).

District: means the Sunrise Metropolitan District.

District Boundaries: means the boundaries of the area legally described in and depicted in **Exhibits A-1 and A-2**, collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within a district who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. A person or entity that constructs homes or commercial structures with the intention of selling to others is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance with respect to such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; (iii) is not an officer or employee of the District; and (iv) has not been otherwise engaged to provide services to the District in connection with the transaction related to the applicable Debt.

Fees: means any fee, rate, toll, penalty or charge imposed and/or received by the District for services, programs or facilities provided by the District, including privately imposed public improvement fees.

Financial Plan: means the Financial Plan described in Section VI, and attached hereto as **Exhibit F**, which describes generally for illustrative purposes only (i) how the Public Improvements are expected to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year. The Financial Plan is based upon current estimates and will change based on actual development of the Project.

Maintenance IGA: means the intergovernmental agreement outlining the District's responsibilities for snow removal on City-owned streets and operations and maintenance of City-owned parks and open spaces, to be entered into between the District and the City, substantially in the form attached hereto as **Exhibit I**.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as defined in Section VI, below.

Maximum Operations and Maintenance Mill Levy: means the maximum mill levy the District is permitted to impose for payment of administrative, operations and maintenance purposes as defined in Section VI.C.2, below.

Mill Levy Adjustment: means, if, on or after January 1, 2022, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after the applicable date, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Municipal Code: means the Fort Lupton Municipal Code, 1993, as the same has been and may be modified, supplemented or amended from time to time.

Project: means the residential development or property commonly referred to as Sunrise.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V, below, to serve the future taxpayers and inhabitants of the District as determined by the Board.

Service Plan: means this Service Plan for the District, as approved by the City Council.

Service Plan Amendment: means an amendment to this Service Plan approved by the City Council in accordance with applicable law.

Service Plan IGA: means the Intergovernmental Agreement to be entered into between the District, upon formation, and the City substantially in the form attached hereto as **Exhibit G**.

Special District Act: means Title 32, Article 1, C.R.S., as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property subject to *ad valorem* taxes imposed by the District.

Total Debt Issuance Limit: means the maximum amount of general obligation Debt the District may issue, which amount shall be $18,960,000.

III. BOUNDARIES

The area of the District Boundaries includes approximately 41.46 acres. A legal description and map of the District Boundaries is attached hereto as **Exhibits A-1 and A-2**, respectively. A vicinity map for the District is attached hereto as **Exhibit B**. Consents of the owners for the inclusion of all properties within the District Boundaries are attached hereto as

Exhibit C. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Sections 32-1-401, *et seq*., C.R.S., and Sections 32-1- 501, *et seq*., C.R.S., subject to the limitations set forth in Section V.A.5, below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The current assessed valuation of the District is assumed to be $0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is anticipated to be approximately 300 persons.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the commercial development identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan. Nothing herein shall be interpreted or construed as exempting the District or any owner of property within the District from the otherwise applicable provisions of the City's zoning, subdivision, building code and other land use requirements or the obligations of a developer or subdivider under the Municipal Code related to completion of subdivision improvements, except to the extent that the District has assumed the obligation to provide for the completion of Public Improvements as authorized herein under an Approved Development Plan entered into by the District.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide for the acquisition, design, finance, construction, installation, repair and replacement of Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the State Constitution, subject to the limitations set forth herein. The Capital Improvements Plan attached as **Exhibit D** is a list of the types of Public Improvements the District may provide with estimated costs in current dollars for illustration purposes only. The exact design, phasing of construction and location of the Public Improvements will be determined at the time of and pursuant to City approval of Approved Development Plans and such decisions shall not be considered material modifications of this Service Plan. The District shall be authorized to finance and construct such Public Improvements without the necessity to seek an amendment of this Service Plan.

1. General Powers.

a. Streets. Streets, curbs, gutters, culverts, other drainage facilities, sidewalks, bridges, parking facilities, paving, lighting, grading, utility relocation necessitated by public rights-of-way, monumentation, signage, snow removal, streetscapes and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements and extensions of and improvements to such facilities.

b. Traffic and Safety Controls. Traffic and safety protection facilities and services provided through traffic and safety controls and devices on streets, highways and at railroad crossings, including traffic signals and signage, striping, area identification signs, directional assistance, driver information signs, lighting, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities.

c. Water. Water supply system improvements, including water rights, storage facilities, transmission and distribution lines for domestic use, fire hydrants, meters, facilities, equipment, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities. Notwithstanding the foregoing, the District shall not acquire, own, manage, adjudicate or otherwise develop water rights, except as necessary to transfer said water rights to the City, unless otherwise approved by the City.

d. Storm and Sanitary Sewer. Storm and sanitary sewer collection and transmission improvements, including storage facilities, collection mains and laterals, transmission lines, storm sewer, flood and surface drainage facilities and systems, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements and extensions of and improvements to such facilities.

e. Parks and Recreation. Public park, open space, and recreation facilities or services, including parks, bike paths, pedestrian ways, signage, monumentation, playground areas, public area landscaping and weed control, streetscaping, perimeter fencing, outdoor lighting of all types, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities.

2. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform owners' association functions for the property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, structures, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

3. Construction Standards Limitation. The District will ensure that the Public Improvements it finances, designs, installs and constructs are in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

4. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan. We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

To the extent any portion of the Debt is to be issued through a private placement to which Section 32-1101(7)(a), C.R.S., would apply (the "Interest Rate Restricted Debt Portion"), the requirements of such Section shall apply to determine the interest rate on the Interest Rate Restricted Debt Portion of the Debt.

5. Inclusion Limitation. The District shall not include within its boundaries any property outside the District Boundaries without the prior written consent of the City.

6. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

7. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the debt service fund; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

8. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

9. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

10. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

11. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another district organized under the Special District Act without the prior written consent of the City.

12. Bankruptcy Limitation. All of the limitations contained in this Service Plan have been established under the authority of the City to approve a service plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

b. Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (1 U.S.C.) Section 903, and are also included in "regulatory or electoral approval necessary under applicable non-bankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

13. Material Modification. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth herein or in Chapter 19 of the Municipal Code shall be deemed to be material modifications to this Service Plan requiring amendment of this Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

14. Subdistrict Limitation. The District shall not be permitted to create a subdistrict pursuant to Section 32-1-1101(1)(f), C.R.S. or Section 32-1-1101(1.5), C.R.S., without the prior consent of the City. Notwithstanding the foregoing, to the extent that the District is composed of or subsequently organized into one or more subdistricts, the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and certain operation and maintenance of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. A preliminary estimate of costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained and/or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District and is approximately $15,242,400, as shown in **Exhibit D**. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

In the event, and to the extent, that any Public Improvements financed, constructed, acquired and/or installed by the District are oversized to serve or otherwise accommodate or benefit property outside the District's Boundaries, the District shall be entitled to receive reimbursement from the owners of property benefitted by such Public Improvements for their pro-rata share of Public Improvement costs. It is anticipated that any such reimbursement rights will be determined and set forth in Cost Recovery Agreements and/or Subdivision Improvement Agreements or other agreements between the City and the District upon initial acceptance of the Public Improvement and prior to final platting or site plan review of the benefitted property, as applicable.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the financing, planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District is reasonably expected to pay from revenues derived from a Debt mill levy up to the Maximum Debt Mill Levy, Fees, and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed the Total Debt Issuance Limit and shall be permitted to be issued on a schedule and in such year or years as the Board determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs; provided, however, that refundings shall not count against the Total Debt Issuance Limit. All Bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including without limitation *ad valorem* taxes to be imposed upon all Taxable Property of the District and Fees. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time, and to receive revenue from privately imposed public improvement fees, if applicable. Any refunding Debt shall not extend the maturity of the Bonds being refunded or increase the total debt service thereon without the prior written approval of the City.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt shall not exceed 18%. The proposed maximum underwriting discount will be 5%. Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 55.664 mills (subject to Mill Levy Adjustment) for so long as the total amount of aggregate Debt of the District exceeds 50% of the District's assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than 50% of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if the majority of the Board is comprised of End Users and the majority of votes taken by the Board at a duly called meeting affirmatively authorize the imposition of a Debt mill levy that is higher than the Maximum Debt Mill Levy, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.

All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. "Minimum Criteria" shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District's electorate; (4) not subject to acceleration of the Debt as a remedy against the District and (5) issued in compliance with the applicable requirements of Section 32-1-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under the Service Plan IGA.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when Bonds are issued by the District or shall be subordinate to any District Debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code.

D. <u>Debt Repayment Sources.</u>

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations with respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations with respect to the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in this Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

G. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

H. District's Operating Costs.

The estimated cost of planning, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be $100,000 which may be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be $50,000, which is anticipated to be paid from property taxes and other District revenues.

I. Maximum Operation and Maintenance Mill Levy.

The "Maximum Operation and Maintenance Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 70.489 mills (subject to Mill Levy Adjustment) until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the debt service mill levy imposed for Debt, shall not exceed 70.489 mills (subject to Mill Levy Adjustment). The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users comprise the majority of the Board and the majority of votes taken by the Board at a duly called meeting affirmatively authorize the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

A comparison report showing the proposed maximum mill levies of the District and the mill levies of similar taxing entities in the City and within a three-mile (3) radius of the District, as well as the total overlapping mill levy for the District and the comparison special districts is shown in **Exhibit E**, attached hereto.

VII. REPORTING REQUIREMENTS

A. Meeting Notices.

The District shall deliver written notice of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting.

B. Annual Report.

The District shall be responsible for submitting an annual report to the City no later than July 1st of each year following the year in which the Order and Decree creating the District has been recorded. The annual report shall comply with the requirements of § 32-1-207(3)(c), C.R.S.

VIII. DISSOLUTION

The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq*., C.R.S., if the City files an application for dissolution with the District no sooner than 10 years after the date of organization of the District pursuant to Section 32-1-701 (3), C.R.S., provided that the District has no outstanding Debt or outstanding operation and maintenance responsibilities at the time of the request.

IX. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, Maximum Operations and Maintenance Mill Levy, as well as a general description of the District's authority to impose and collect Fees, rates, tolls and charges. Recordation of a disclosure notice on all property within the District's boundaries setting forth the information contained in this Article IX shall be deemed sufficient for purposes of meeting the notice requirements set forth herein.

X. INTERGOVERNMENTAL AGREEMENT

The form of the Service Plan IGA relating to the limitations imposed on the District's activities is attached hereto as **Exhibit G**. The District shall approve the Service Plan IGA in the form attached hereto as **Exhibit G** at its first Board meeting after the approval of this Service Plan. Failure of the District to execute the Service Plan IGA as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the Service Plan IGA in the form attached hereto as **Exhibit G** at the public hearing approving the Service Plan.

The form of the Maintenance IGA relating to the District's obligation to provide snow removal services and parks and open space operation and maintenance services is attached hereto as **Exhibit I**. The District shall be obligated to provide snow removal services within the District Boundaries on City-owned streets that are not arterial or collector roads, as more particularly set forth in the Maintenance IGA. In addition, the District shall operate and maintain City-owned parks and open spaces within the District Boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, as more particularly set forth in the Maintenance IGA. The District shall approve and execute the Maintenance IGA immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the Maintenance IGA shall constitute a material modification of this Service Plan.

XI. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1- 203(2), C.R.S., have established that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

5. Adequate service is not, and will not be, available to the area through the City or County or other existing municipal or quasi-municipal corporations, including existing special district, within a reasonable time and on a comparable basis;

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;

7. The proposal is in substantial compliance with a comprehensive plan adopted by the City;

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area; and

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A-1

Legal Description of District Boundaries

EXHIBIT A-1

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE COINCIDENT WITH THE WEST LINE OF SAID SOUTHEAST 1/4 NORTH 00°11'56" WEST, A DISTANCE OF 30.00 FEET; THENCE PARALLEL WITH AND 30.00 FEE NORTH OF THE SOUTH LINE OF SOUTHEAST 1/4 NORTH 88°59'48" EAST, A DISTANCE OF 30.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY OF CEMETERY ROAD (COUTY ROAD 12) AND THE EAST RIGHT OF WAY OF SOUTH COLLEGE AVENUE (COUNTY ROAD 29 1/2) BEING THE POINT OF BEGINNING; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY NORTH 88°59'48" EAST, A DISTANCE OF 692.00 FEET; THENCE PARALLEL WITH AND 15.00 FEET EASTERLY OF RIGHT OF WAY OF THE FULTON DITCH NORTH 46°25'22" EAST, A DISTANCE OF 32.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 204.00 FEET, A CENTRAL ANGLE OF 33°05'44" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 29°52'30" EAST, A DISTANCE OF 116.20 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 117.84 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY NORTH 13°19'38" EAST, A DISTANCE OF 242.36 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY NORTH 21°00'29" EAST, A DISTANCE OF 77.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 19°51'01", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 11°04'59" EAST, A DISTANCE OF 94.80 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 95.27 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY NORTH 01°09'29" EAST, A DISTANCE OF 40.17 FEET TO THE BEGINNNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 973.30 FEET, A CENTRAL ANGLE OF 10°54'49", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 06°36'53" EAST, A DISTANCE OF 185.11 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 185.39 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY NORTH 12°04'18" EAST, A DISTANCE OF 41.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 11°42'16", AND BEING SUBTENDED BY A CHORD

WHICH BEARS NORTH 06°13'10" EAST, A DISTANCE OF 112.16 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 112.35 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY NORTH 00°22'02" EAST, A DISTANCE OF 58.54 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY NORTH 11°23'36" EAST, A DISTANCE OF 25.49 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY NORTH 08°35'01" EAST, A DISTANCE OF 216.55 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY NORTH 03°57'19" EAST, A DSTANCE OF 84.41 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY NORTH 07°31'22" EAST, A DISTANCE OF 56.62 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY NORTH 04°43'48" EAST, A DISTANCE OF 57.14 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY NORTH 10°22'46" EAST, A DISTANCE OF 89.70 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 316.00 FEET, A CENTRAL ANGLE OF 08°27'41", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 06°08'56" EAST, A DISTANCE OF 46.62 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 46.67 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY NORTH 01°55'05" EAST, A DISTANCE OF 96.61 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY NORTH 09°10'57" EAST, A DISTANCE OF 125.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 21°15'25", AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 01°26'45" WEST, A DISTANCE OF 60.86 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 61.22 FEET TO THE SOUTH LINE OF LOT A OF RECORDED EXEMPTION NO. 1471-04-4 RECX12-0125, RECORDED FEBRUARY 27, 2013 AT RECEPTION NO. 3913244; THENCE COINCIDENT WITH SAID SOUTH LINE SOUTH 89°46'16" WEST, A DISTANCE OF 30.21 FEET TO THE SOUTHWEST CORNER OF SAID LOT A; THENCE COINCIDENT WITH THE WESTERLY LINE OF SAID LOT A NORTH 38°36'59" WEST, A DISTANCE OF 177.05 FEET; THENCE CONTINUING COINCIDENT WITH WESTERLY LINE NORTH 14°10'23" WEST, A DISTANCE OF 97.92 FEET TO A SOUTHERLY CORNER OF SAID LOT A; THENCE COINCIDENT WITH A SOUTH LINE OF SAID LOT A NORTH 86°34'51" WEST, A DISTANCE OF 73.51 FEET TO THE SOUTHEAST CORNER OF LOT A OF RECORDED EXEMPTION NO. 1471-04-4 RE-1411; THENCE COINCIDENT WITH THE SOUTH LINE OF SAID LOT A SOUTH 78°29'49" WEST, A DISTANCE OF 801.38 FEET TO THE EAST RIGHT OF WAY OF SAID SOUTH COLLEGE AVENUE (COUNTY ROAD 29 1/2); THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY AND

PARLELL WITH AND 30.00 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4 SOUTH 00°11'56" EAST, A DISTANCE OF 1901.56 FEET TO THE POINT OF BEGINNING, CONTAINING 41.46 ACRES, MORE OR LESS, COUNTY OF WELD, STATE OF COLORADO.

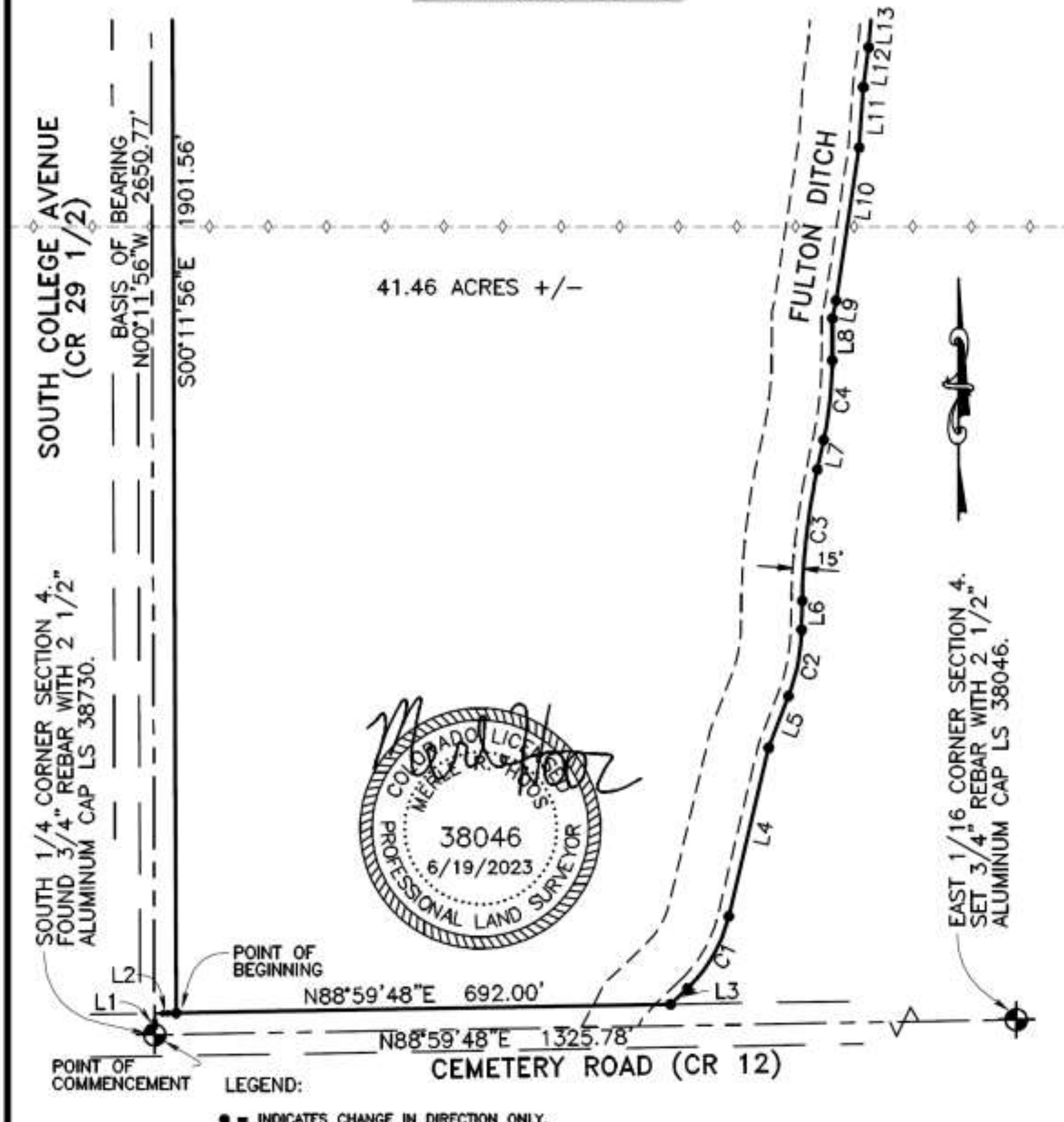
DESCRIPTION PREPARED BY:
MERLE R. HOOS, PLS 38046
FOR AND ON BEHALF OF
AMERICAN WEST LAND SURVEYING CO.
A COLORADO CORPORATION

COLORADO LICENSED
MERLE R. HOOS
38046
PROFESSIONAL LAND SURVEYOR
6/23/2023

EXHIBIT A-2

Map of District Boundaries

Exhibit A-2



(Page 1 of 3)

GRAPHIC SCALE 1"=200' (0, 200, 400)	DRAWN BY: MRH FIELD: MRH JOB:23-205	American West Land Surveying Co. A Family Owned Corporation Since 1991
DISTRICT BOUNDARY		

PO Box 129, Brighton, CO 80601 * P:303-659-1532 * mrh.amw@gmail.com

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A

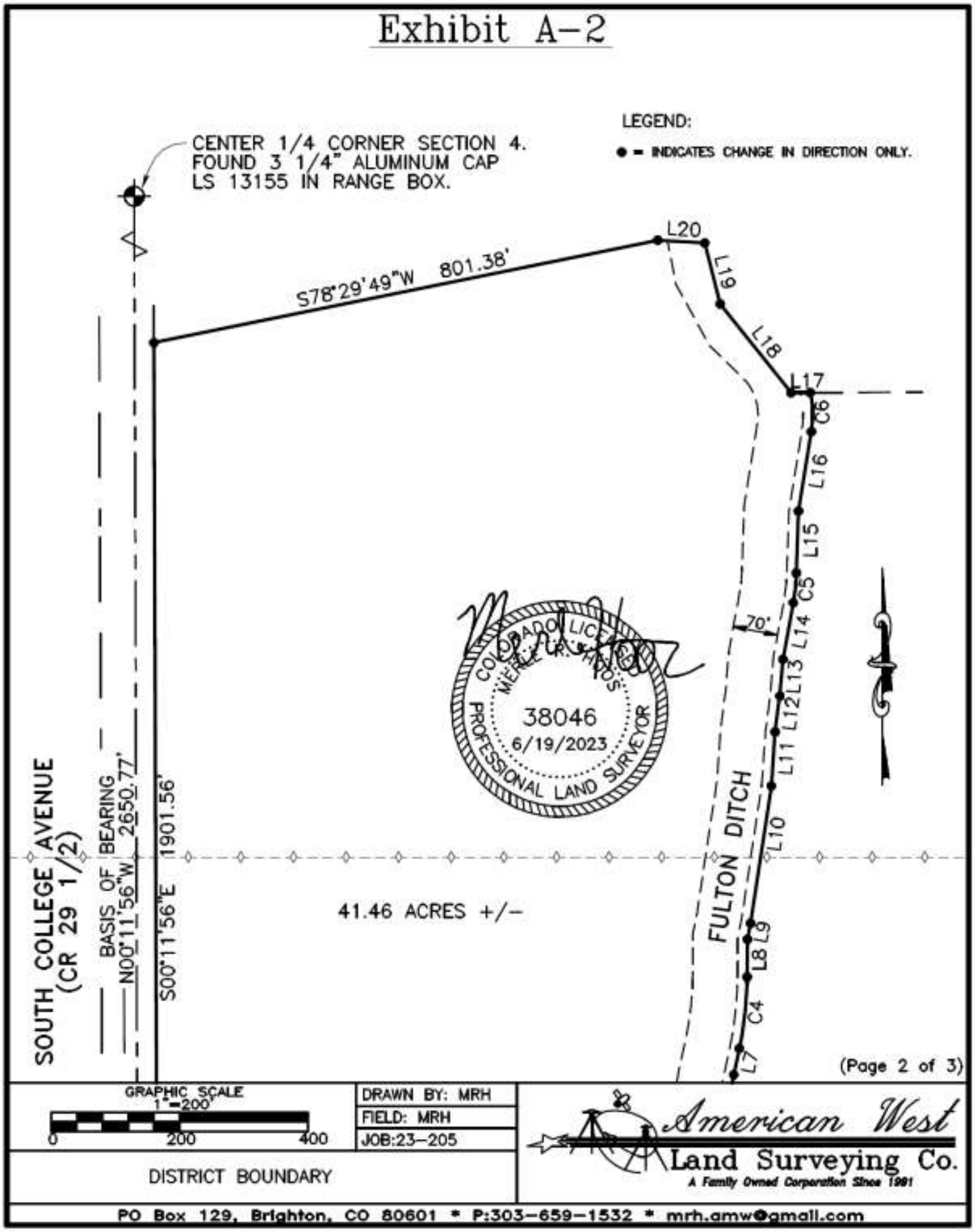

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Exhibit A–2

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N00°11'56"W	30.00'
L2	N88°59'48"E	30.00'
L3	N46°25'22"E	32.42'
L4	N13°19'38"E	242.36'
L5	N21°00'29"E	77.43'
L6	N01°09'29"E	40.17'
L7	N12°04'18"E	41.97'
L8	N00°22'02"E	58.54'
L9	N11°23'36"E	25.49'
L10	N08°35'01"E	216.55'
L11	N03°57'19"E	84.41'
L12	N07°31'22"E	56.62'
L13	N04°43'48"E	57.14'
L14	N10°22'46"E	89.70'
L15	N01°55'05"E	96.61'
L16	N09°10'57"E	125.55'
L17	S89°46'16"W	30.21'
L18	N38°36'59"W	177.05'
L19	N14°10'23"W	97.92'
L20	N86°34'51"W	73.51'

COLORADO LICENSED MERLE ... PROFESSIONAL LAND SURVEYOR 38046 6/19/2023

CURVE TABLE:

LINE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	204.00'	117.84'	33°05'44"	N29°52'30"E	116.20'
C2	275.00'	95.27'	19°51'01"	N11°04'59"E	94.80'
C3	973.30'	185.39'	10°54'49"	N06°36'53"E	185.11'
C4	550.00'	112.35'	11°42'16"	N06°13'10"E	112.16'
C5	316.00'	46.67'	8°27'41"	N06°08'56"E	46.62'
C6	165.00'	61.22'	21°15'25"	N01°26'45"W	60.86'

(Page 3 of 3)

DISTRICT BOUNDARY	DRAWN BY: MRH FIELD: MRH JOB:23–205	American West Land Surveying Co. A Family Owned Corporation Since 1991

PO Box 129, Brighton, CO 80601 * P:303–659–1532 * mrh.amw@gmail.com

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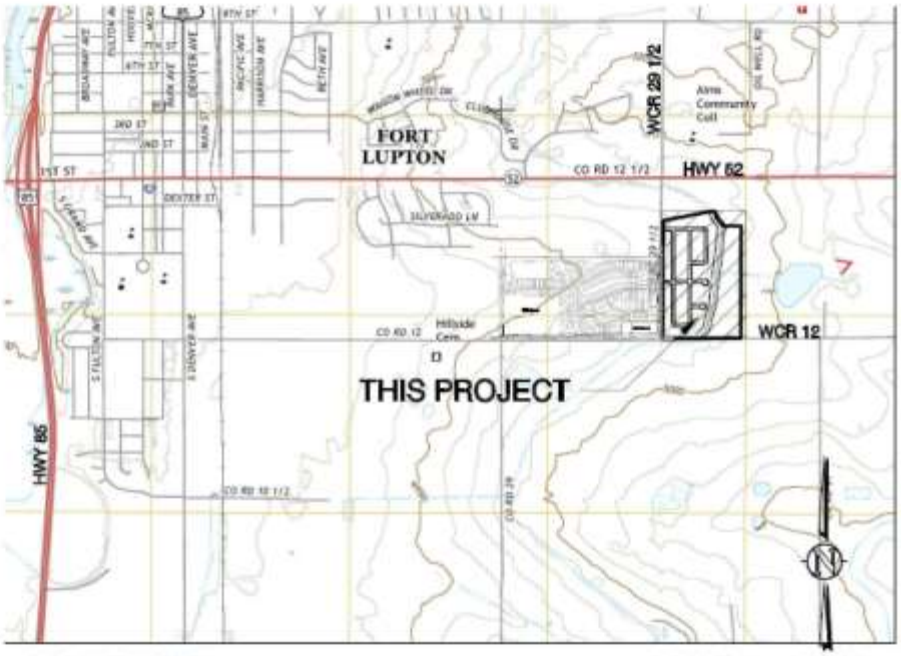
A

EXHIBIT B

Vicinity Map



VICINITY MAP SCALE 1" = 2,000'
SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6th P.M.
SHOWN VICINITY MAP TAKEN FROM USGS QUADS - FORT LUPTON

EXHIBIT C

Property Owner's Consent

Consent of Anna Marie Taylor on file with the City of Fort Lupton and attached

July 13, 2023

VIA EMAIL

Todd Hodges
Planning Director, City of Fort Lupton
130 S. McKinley Ave.
Fort Lupton, CO 80621

thodges@fortluptonco.gov

Re: Proposed Special District Formation – Sunrise Metropolitan District (the "District")

To Whom It May Concern:

Anna Marie Taylor is the owner of the property described in **Exhibit A** hereto, which constitutes a portion of the property within the boundaries of the proposed District. By way of this letter, Anna Marie Winters consents to the organization of the District and further appoint Carlson Associates, Inc., and McGeady Becher P.C. as authorized representatives for the purpose of processing such formation.

Very truly yours,

Anna Marie Taylor

Anna Marie Taylor

{01089914.DOCX v:1 }

EXHIBIT A TO TAYLOR LETTER OF CONSENT

PROPERTY

Weld County Parcel 147104400094
Legal Description: PT W2SE4 4-1-66 LOT B REC EXEMPT RECX12-0125
Fort Lupton, Colorado

{01089914.DOCX v:1 }

EXHIBIT D

Preliminary Engineering Survey

SUNRISE SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS (PRELIMINARY)

July 12, 2023

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE , $	TOTAL COST, $
EARTHWORK & ROADWAY				
Surface to Surface Earthwork Cut and temp stockpile as necessary - Estimated	cy	23,724	8.00	189,792
Surface to Surface Earthwork Cut to Fill (Assumed 10% shrink) - Estimated	cy	52,109	10.00	521,090
Pavement Section - Local Residentials - 4" HMA (Hot Mix Asphalt)	sy	19,838	70.00	1,388,665
Structural Fill - Local Residentials - 9" CDOT Class 6 or Approved Equal	cy	4,960	40.00	198,381
SUBTOTAL				**2,297,928**
CONCRETE				
ADA Ramps	each	29	3,500	101,500
Curb & Gutter (24" Pan)	lf	11,629	40	465,167
4' Concrete Pan	lf	486	30	14,580
5' Concrete Sidewalk	sf	57,211	7	400,479
Crushed Concrete Paths/Trails (Alternatively CDOT Class 6 or Asphalt Millings)	sf	26,533	4	106,134
SUBTOTAL				**1,087,859**
WATER SYSTEM				
Connection to Existing system (2 - potable, 1 - non-potable)	each	3	3,500	10,500
8" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	lf	6,070	100	606,980
8" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	lf	5,893	100	589,290
Fire Hydrants	each	14	5,000	70,000
6" DIP Hydrant Runs - each joint and fitting restrained - 5 ft bury	lf	230	250	57,500
3/4" Type K Copper Water service pipe	lf	7,875	65	511,875
Service line taps w/ tapping saddle	each	175	500	87,500
Meter Assembly	each	175	2,500	437,500
Non-Potable Master Meter Assembly	each	6	10,000	60,000
3/4" Irrigation Taps	each	175	1,500	262,500
3/4" HDPE	lf	7,875	30	236,250
Potable 12"x8" Restrained Tee w/ Thrust Block and 8" GV	each	1	5,000	5,000
Potable 8"x8" Restrained Cross w/ Thrust Block and 2-8" GV	each	2	4,500	9,000
Non-Potable 8"x8" Restrained Cross w/ Thrust Block and 2-8" GV	each	2	4,500	9,000
Potable 8"x8" Restrained Tee w/ Thrust Block and 2-8" GV	each	4	4,500	18,000
Non-Potable 8"x8" Restrained Tee w/ Thrust Block and 2-8" GV	each	4	4,500	18,000
8"x6" Restrained Tee w/ Thrust Block and 1-8" GV, 1-6" GV	each	12	4,000	48,000
Potable 8" 45 Degree Joint w/ Restraints and Thrust Block	each	10	1,500	15,000
Non-Potable 8" 45 Degree Joint w/ Restraints and Thrust Block	each	7	1,500	10,500
Potable 8" Restrained Plug w/ Thrust Block	each	2	1,500	3,000
Non-Potable 8" Restrained Plug and Thrust Block	each	3	1,500	4,500
SUBTOTAL				**3,069,895**

SUNRISE SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS (PRELIMINARY)
July 12, 2023

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE , $	TOTAL COST, $
WATER RESOURCES				
Additional Water Resources	ls	1	1,000,000	1,000,000
SUBTOTAL				**1,000,000**
SEWER IMPROVEMENT				
Connection to Existing system	each	1	3,000	3,000
48" dia Manholes	each	17	5,000	85,000
8" PVC SDR-35 Main	lf	5,711	90	513,949
8"x4" WYE Service Tap	each	175	2,500	437,500
4" PVC SDR-35 Service piping	lf	7,875	50	393,750
SUBTOTAL				**1,433,199**
STORM SYSTEM				
Pond Grading	cy	7,111	8.00	56,891
24" RCP (5 ft average cover)	lf	720	100	72,000
36" RCP (8 ft average cover)	lf	323	120	38,760
24" FES	each	1	1,500	1,500
36" FES	each	2	2,000	4,000
4' dia Manhole	each	2	4,500	9,000
5' dia Manhole	each	2	5,000	10,000
CDOT 10' Type R Inlet	each	8	20,000	160,000
Concrete Forebay	each	3	7,500	22,500
Outlet Structure	each	1	20,000	20,000
Concrete Spillway Wall	each	1	20,000	20,000
12" Concrete Trickle Pan	lf	250	5	1,250
SUBTOTAL				**415,901**
LANDSCAPE				
Trees, Shrubs, Seeded Areas, and Irrigation System	ls	1	250,000	250,000
SUBTOTAL				**250,000**

SUNRISE SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS (PRELIMINARY)
July 12, 2023

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE, $	TOTAL COST, $
STRIPING & SIGNAGE				
Striping & Signage	ls	1	60,000	60,000
SUBTOTAL				**60,000**
OFF-SITE IMPROVEMENTS (WCR 12 & WCR 29.5)				
Pavement Section - Minor Collectors (CR 12 & CR 29.5) - 5" HMA	sy	5,884	70.00	411,884
Structural Fill - Minor Collectors (CR 12 & CR 29.5) - 9" CDOT Class 6 or Approved Equal	cy	1,471	40.00	58,841
ADA Ramps	each	7	3,500	24,500
Curb & Gutter (24" Pan)	lf	3,145	40	125,800
4' Concrete Pan	lf	264	30	7,920
6' Concrete Detached Sidewalk	sf	18,858	7	132,003
Fulton Ditch Road Culvert Crossing	ls	1	800,000	800,000
Connection to Existing water system	each	2	3,500	7,000
Potable 12" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (CR 12)	lf	1,330	150	199,500
Non-Potable 12" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (CR 12)	lf	1,340	150	201,000
Potable 12" Restrained Plug w/ Thrust Block	each	1	2,500	2,500
Non-Potable 12" Restrained Plug and Thrust Block	each	1	2,500	2,500
Connection to Existing sanitary system	each	2	3,000	6,000
10" PVC SDR-35 Main (CR 12 & CR 29.5)	lf	3,225	110	354,750
48" dia Manholes	each	9	5,000	45,000
36" RCP (8 ft average cover)	lf	257	120	30,840
CDOT 10' Type R Inlet	each	1	20,000	20,000
SUBTOTAL				**2,430,037**
PROFESSIONAL SERVICES				
Legal Costs	ls	1	200,000	200,000
Geotechnical Analysis	ls	1	20,000	7,500
Traffic Analysis	ls	1	20,000	20,000
Architect Services	ls	1	150,000	150,000
Planning & Civil Engineering	ls	1	200,000	200,000
Construction Surveying	ls	1	50,000	50,000
Construction Engineering Services	ls	1	20,000	20,000
As-Built Engineering Services	ls	1	10,000	10,000
SUBTOTAL				**657,500**
TOTAL ESTIMATED COST	(rounded)			**12,702,000**
CONTINGENCY	(20%)			**2,540,400**
GRAND TOTAL ESTIMATED COST	(rounded)			**15,242,400**

EXHIBIT E

Mill Levy Comparison Report

Mill Levy Comparison Report

Proposed Sunrise Metropolitan District	Mills	(1) Cottonwood Conner Metropolitan District	Mills	(2) Cottonwood Thermo Metropolitan District	Mills	(3) Cottonwood Townhomes Metropolitan District	Mills
AIMS Junior College	6.307	AIMS Junior College	6.307	AIMS Junior College	6.307	AIMS Junior College	6.307
Central Colorado Water	1.068	Central Colorado Water	1.068	Central Colorado Water	1.068	Central Colorado Water	1.068
N/A	N/A	Central Colorado Water SubDist.	1.582	Central Colorado Water SubDist.	1.582	Central Colorado Water SubDist.	1.582
Fort Lupton City	37.167	Fort Lupton City	37.167	Fort Lupton City	37.167	Fort Lupton City	37.167
Fort Lupton Fire	9.318	Fort Lupton Fire	9.318	Fort Lupton Fire	9.318	Fort Lupton Fire	9.318
High Plains Library	3.181	High Plains Library	3.181	High Plains Library	3.181	High Plains Library	3.181
Northern Colorado Water	1.000	Northern Colorado Water	1.000	Northern Colorado Water	1.000	Northern Colorado Water	1.000
Platte Valley Conservation	0.000	Platte Valley Conservation	N/A	Platte Valley Conservation	0.000	Platte Valley Conservation	0.000
School District Re8-Fort Lupton	18.336	School District Re8-Fort Lupton	18.336	School District Re8-Fort Lupton	18.336	School District Re8-Fort Lupton	18.336
Weld County	15.038	Weld County	15.038	Weld County	15.038	Weld County	15.038
Total Overlapping Mills w/o District	91.415	**Total Overlapping Mills w/o District**	92.997	**Total Overlapping Mills w/o District**	92.997	**Total Overlapping Mills w/o District**	92.997
Proposed Authorized Mill Levy	70.489	**Service Plan Authorized Mill Levy 1**	70.000	**Service Plan Authorized Mill Levy 1**	70.000	**Service Plan Authorized Mill Levy 1**	70.000
Total Overlapping Mills w/ District	161.904	**Total Overlapping Mills w/ District**	162.997	**Total Overlapping Mills w/ District**	162.997	**Total Overlapping Mills w/ District**	92.997

***Additional comparisons on page 2.**

1. {01083656.DOCX v:2 }Districts were recently organized (August 2022) with an authorized mill levy of 70.000 mills, but 2023 tax records for property in the districts' boundaries show a mill levy of 0.000
2. Mountain Sky Metropolitan District uses a mill levy adjustment date of January 1, 2017 – all other districts use a mill levy adjustment date of January 1, 2019

(4) Mountain Sky Metropolitan District	Mills	(5) Murata Farms Residential Metropolitan District	Mills	(6) Murata Farms Commercial Metropolitan District	Mills	(7) Vista Meadows Metropolitan District	Mills
AIMS Junior College	6.307	AIMS Junior College	6.307	AIMS Junior College	6.307	AIMS Junior College	6.307
Central Colorado Water	1.068	Central Colorado Water	1.068	Central Colorado Water	1.068	Central Colorado Water	1.068
Central Colorado Water SubDist.	1.582	Central Colorado Water SubDist.	1.582	Central Colorado Water SubDist.	1.582	Central Colorado Water SubDist.	1.582
Fort Lupton City	37.167	Fort Lupton City	37.167	Fort Lupton City	37.167	Fort Lupton City	37.167
Fort Lupton Fire	9.318	Fort Lupton Fire	9.318	Fort Lupton Fire	9.318	Fort Lupton Fire	9.318
High Plains Library	3.181	High Plains Library	3.181	High Plains Library	3.181	High Plains Library	3.181
Northern Colorado Water	1.000	Northern Colorado Water	1.000	Northern Colorado Water	1.000	N/A	N/A
Platte Valley Conservation	0.000	Platte Valley Conservation	0.000	Platte Valley Conservation	0.000	Platte Valley Conservation	0.000
School District Re8-Fort Lupton	18.336	School District Re8-Fort Lupton	18.336	School District Re8-Fort Lupton	18.336	School District Re8-Fort Lupton	18.336
Weld County	15.038	Weld County	15.038	Weld County	15.038	Weld County	15.038
Total Overlapping Mills w/o District	92.997	**Total Overlapping Mills w/o District**	92.997	**Total Overlapping Mills w/o District**	92.997	**Total Overlapping Mills w/o District**	91.997
Service Plan Authorized Mill Levy [2]	72.386	**Service Plan Authorized Mill Levy**	65.277	**Service Plan Authorized Mill Levy**	25.000	**Service Plan Authorized Mill Levy** [1]	70.000
Total Overlapping Mills w/ District	165.383	**Total Overlapping Mills w/ District**	158.274	**Total Overlapping Mills w/ District**	117.997	**Total Overlapping Mills w/ District**	161.997

EXHIBIT F

Financial Plan

PIPER | SANDLER

Sunrise Metropolitan District
Weld County, Colorado
~~~
**General Obligation Bonds, Series 2024**
**General Obligation Refunding & Improvement Bonds, Series 2034 ~~~**
**Service Plan**

| Bond Assumptions | Series 2024 | Series 2034 | Total |
|---|---|---|---|
| Closing Date | 12/1/2024 | 12/1/2034 | |
| First Call Date | 12/1/2029 | 12/1/2044 | |
| Final Maturity | 12/1/2054 | 12/1/2064 | |
| Discharge Date | 12/2/2064 | 12/2/2064 | |
| **Sources of Funds** | | | |
| Par Amount | 8,575,000 | 15,530,000 | 24,105,000 |
| Funds on Hand | 0 | 505,000 | 505,000 |
| Total | 8,575,000 | 16,035,000 | 24,610,000 |
| **Uses of Funds** | | | |
| Project Fund | 6,109,250 | 6,474,350 | 12,583,600 |
| Refunding Escrow | 0 | 8,305,000 | 8,305,000 |
| Capitalized Interest | 1,286,250 | 0 | 1,286,250 |
| Reserve Fund | 758,000 | 978,000 | 1,736,000 |
| Cost of Issuance | 421,500 | 277,650 | 699,150 |
| Total | 8,575,000 | 16,035,000 | 24,610,000 |
| **Debt Features** | | | |
| Projected Coverage at Mill Levy Cap | 1.00x | 1.00x | |
| Tax Status | Tax-Exempt | Tax-Exempt | |
| Interest Payment Type | Current | Current | |
| Rating | Non-Rated | Investment Grade | |
| Coupon (Interest Rate) | 5.000% | 3.000% | |
| Annual Trustee Fee | $4,000 | $4,000 | |
| **Biennial Reassessment** | | | |
| Residential | 6.00% | 6.00% | |
| **Tax Authority Assumptions** | | | |
| Metropolitan District Revenue | | | |
| Residential Assessment Ratio | | | |
| Single Family Base Rate | 7.15% | | |
| Single Family Current Rate | 6.95% | | |
| Debt Service Mills | | | |
| Maximum Adjusted Cap | 55.277 | | |
| Specific Ownership Tax | 6.00% | | |
| County Treasurer Fee | 1.50% | | |
| Operations | | | |
| Mill Levy | 14.723 | | |
| Combined Mill Levy Cap | 70.000 | | |
~~~

Sunrise Metropolitan District
Development Summary

	Residential							Total
	40 x 115 lots	50 x 100 lots	40 x 115 lots	50 x 100 lots	40 x 115 lots	50 x 100 lots	-	
Statutory Actual Value (2023)	$460,000	$560,000	$492,000	$599,000	$526,000	$640,000	-	
2023	-	-	-	-	-	-	-	-
2024	15	20	-	-	-	-	-	35
2025	-	-	40	40	-	-	-	80
2026	-	-	-	-	19	41	-	60
2027	-	-	-	-	-	-	-	-
2028	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-
2061	-	-	-	-	-	-	-	-
2062	-	-	-	-	-	-	-	-
2063	-	-	-	-	-	-	-	-
2064	-	-	-	-	-	-	-	-
Total Units	15	20	40	40	19	41	-	175
Total Statutory Actual Value	$6,900,000	$11,200,000	$19,680,000	$23,960,000	$9,994,000	$26,240,000	-	$97,974,000

Sunrise Metropolitan District

Assessed Value

	Vacant and Improved Land[1]		Residential - Single Family					Total
	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 29.00%	Residential Units Delivered	Biennial Reassessment 6.00%	Cumulative Statutory Actual Value	Assessment Rate	Assessed Value in Collection Year 2 Year Lag	Assessed Value in Collection Year 2 Year Lag
2023	1,810,000	0	-	-	0	6.950%	0	0
2024	4,364,000	0	35	-	18,462,000	6.765%	0	0
2025	3,623,400	524,900	80	-	63,865,056	7.150%	0	524,900
2026	0	1,265,560	60	3,831,903	106,148,770	7.150%	1,320,033	2,585,593
2027	0	1,050,786	-	-	106,148,770	7.150%	4,566,352	5,617,138
2028	0	0	-	6,368,926	112,517,696	7.150%	7,589,637	7,589,637
2029	0	0	-	-	112,517,696	7.150%	7,589,637	7,589,637
2030	0	0	-	6,751,062	119,268,758	7.150%	8,045,015	8,045,015
2031	0	0	-	-	119,268,758	7.150%	8,045,015	8,045,015
2032	0	0	-	7,156,125	126,424,883	7.150%	8,527,716	8,527,716
2033	0	0	-	-	126,424,883	7.150%	8,527,716	8,527,716
2034	0	0	-	7,585,493	134,010,376	7.150%	9,039,379	9,039,379
2035	0	0	-	-	134,010,376	7.150%	9,039,379	9,039,379
2036	0	0	-	8,040,623	142,050,999	7.150%	9,581,742	9,581,742
2037	0	0	-	-	142,050,999	7.150%	9,581,742	9,581,742
2038	0	0	-	8,523,060	150,574,059	7.150%	10,156,646	10,156,646
2039	0	0	-	-	150,574,059	7.150%	10,156,646	10,156,646
2040	0	0	-	9,034,444	159,608,503	7.150%	10,766,045	10,766,045
2041	0	0	-	-	159,608,503	7.150%	10,766,045	10,766,045
2042	0	0	-	9,576,510	169,185,013	7.150%	11,412,008	11,412,008
2043	0	0	-	-	169,185,013	7.150%	11,412,008	11,412,008
2044	0	0	-	10,151,101	179,336,113	7.150%	12,096,728	12,096,728
2045	0	0	-	-	179,336,113	7.150%	12,096,728	12,096,728
2046	0	0	-	10,760,167	190,096,280	7.150%	12,822,532	12,822,532
2047	0	0	-	-	190,096,280	7.150%	12,822,532	12,822,532
2048	0	0	-	11,405,777	201,502,057	7.150%	13,591,884	13,591,884
2049	0	0	-	-	201,502,057	7.150%	13,591,884	13,591,884
2050	0	0	-	12,090,123	213,592,181	7.150%	14,407,397	14,407,397
2051	0	0	-	-	213,592,181	7.150%	14,407,397	14,407,397
2052	0	0	-	12,815,531	226,407,711	7.150%	15,271,841	15,271,841
2053	0	0	-	-	226,407,711	7.150%	15,271,841	15,271,841
2054	0	0	-	13,584,463	239,992,174	7.150%	16,188,151	16,188,151
2055	0	0	-	-	239,992,174	7.150%	16,188,151	16,188,151
2056	0	0	-	14,399,530	254,391,705	7.150%	17,159,440	17,159,440
2057	0	0	-	-	254,391,705	7.150%	17,159,440	17,159,440
2058	0	0	-	15,263,502	269,655,207	7.150%	18,189,007	18,189,007
2059	0	0	-	-	269,655,207	7.150%	18,189,007	18,189,007
2060	0	0	-	16,179,312	285,834,519	7.150%	19,280,347	19,280,347
2061	0	0	-	-	285,834,519	7.150%	19,280,347	19,280,347
2062	0	0	-	17,150,071	302,984,590	7.150%	20,437,168	20,437,168
2063	0	0	-	-	302,984,590	7.150%	20,437,168	20,437,168
2064	0	0	-	18,179,075	321,163,666	7.150%	21,663,396	21,663,396
Total			175	218,846,799				

1. Vacant land value calculated in year prior to construction as 10% build-out market value

Sunrise Metropolitan District
Revenue

	Total	District Mill Levy Revenue			Expense		Total
	Assessed Value in Collection Year	Debt Mill Levy 55.277 Cap 55.277 Target	Debt Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Annual Trustee Fee	Revenue Available for Debt Service
2023	0	0.000	0	0	0	0	0
2024	0	0.000	0	0	0	0	0
2025	524,900	55.277	28,870	1,732	(433)	(4,000)	26,169
2026	2,585,593	55.277	142,209	8,533	(2,133)	(4,000)	144,609
2027	5,617,138	55.277	308,946	18,537	(4,634)	(4,000)	318,849
2028	7,589,637	55.277	417,435	25,046	(6,262)	(4,000)	432,219
2029	7,589,637	55.277	417,435	25,046	(6,262)	(4,000)	432,219
2030	8,045,015	55.277	442,481	26,549	(6,637)	(4,000)	458,392
2031	8,045,015	55.277	442,481	26,549	(6,637)	(4,000)	458,392
2032	8,527,716	55.277	469,030	28,142	(7,035)	(4,000)	486,136
2033	8,527,716	55.277	469,030	28,142	(7,035)	(4,000)	486,136
2034	9,039,379	55.277	497,171	29,830	(7,458)	(4,000)	515,544
2035	9,039,379	55.277	497,171	29,830	(7,458)	(4,000)	515,544
2036	9,581,742	55.277	527,002	31,620	(7,905)	(4,000)	546,717
2037	9,581,742	55.277	527,002	31,620	(7,905)	(4,000)	546,717
2038	10,156,646	55.277	558,622	33,517	(8,379)	(4,000)	579,760
2039	10,156,646	55.277	558,622	33,517	(8,379)	(4,000)	579,760
2040	10,766,045	55.277	592,139	35,528	(8,882)	(4,000)	614,785
2041	10,766,045	55.277	592,139	35,528	(8,882)	(4,000)	614,785
2042	11,412,008	55.277	627,667	37,660	(9,415)	(4,000)	651,912
2043	11,412,008	55.277	627,667	37,660	(9,415)	(4,000)	651,912
2044	12,096,728	55.277	665,328	39,920	(9,980)	(4,000)	691,267
2045	12,096,728	55.277	665,328	39,920	(9,980)	(4,000)	691,267
2046	12,822,532	55.277	705,247	42,315	(10,579)	(4,000)	732,983
2047	12,822,532	55.277	705,247	42,315	(10,579)	(4,000)	732,983
2048	13,591,884	55.277	747,562	44,854	(11,213)	(4,000)	777,202
2049	13,591,884	55.277	747,562	44,854	(11,213)	(4,000)	777,202
2050	14,407,397	55.277	792,416	47,545	(11,886)	(4,000)	824,074
2051	14,407,397	55.277	792,416	47,545	(11,886)	(4,000)	824,074
2052	15,271,841	55.277	839,961	50,398	(12,599)	(4,000)	873,759
2053	15,271,841	55.277	839,961	50,398	(12,599)	(4,000)	873,759
2054	16,188,151	55.277	890,358	53,421	(13,355)	(4,000)	926,424
2055	16,188,151	55.277	890,358	53,421	(13,355)	(4,000)	926,424
2056	17,159,440	55.277	943,780	56,627	(14,157)	(4,000)	982,250
2057	17,159,440	55.277	943,780	56,627	(14,157)	(4,000)	982,250
2058	18,189,007	55.277	1,000,407	60,024	(15,006)	(4,000)	1,041,425
2059	18,189,007	55.277	1,000,407	60,024	(15,006)	(4,000)	1,041,425
2060	19,280,347	55.277	1,060,431	63,626	(15,906)	(4,000)	1,104,150
2061	19,280,347	55.277	1,060,431	63,626	(15,906)	(4,000)	1,104,150
2062	20,437,168	55.277	1,124,057	67,443	(16,861)	(4,000)	1,170,639
2063	20,437,168	55.277	1,124,057	67,443	(16,861)	(4,000)	1,170,639
2064	21,663,398	55.277	1,191,500	71,490	(17,873)	(4,000)	1,241,118
Total			27,473,709	1,648,423	(412,106)	(160,000)	28,550,026

Sunrise Metropolitan District
Debt Service

	Total	Net Debt Service			Surplus Fund				Ratio Analysis	
		Series 2024	Series 2034	Total						
	Revenue Available for Debt Service	Dated: 12/1/2024 Par: $8,575,000 Proj: $6,109,250	Dated: 12/1/2034 Par: $15,830,000 Proj: $6,474,350 Escr: $8,305,000		Annual Surplus	Funds on Hand Used as a Source	Cumulative Balance[1] $857,500	Released Revenue	Debt Service Coverage	Senior Debt to Assessed Value
2023	0			0	0		0	0	n/a	n/a
2024	0	0		0	0		0	0	n/a	0%
2025	26,169	0		0	26,169		26,169	0	n/a	332%
2026	144,609	0		0	144,609		170,778	0	n/a	153%
2027	318,849	0		0	318,849		489,626	0	n/a	113%
2028	432,219	428,750		428,750	3,469		493,095	0	101%	113%
2029	432,219	428,750		428,750	3,469		496,565	0	101%	107%
2030	458,392	453,750		453,750	4,642		501,207	0	101%	106%
2031	458,392	457,500		457,500	892		502,100	0	100%	100%
2032	486,136	486,000		486,000	136		502,236	0	100%	99%
2033	486,136	483,000		483,000	3,136		505,371	0	101%	93%
2034	515,544	515,000	0	515,000	544	505,000	916	0	100%	92%
2035	515,544	Refunded	510,900	510,900	4,644		0	5,560	101%	162%
2036	546,717		544,550	544,550	2,167		0	2,167	100%	161%
2037	546,717		542,150	542,150	4,567		0	4,567	101%	151%
2038	579,760		574,750	574,750	5,010		0	5,010	101%	150%
2039	579,760		576,300	576,300	3,460		0	3,460	101%	140%
2040	614,785		612,700	612,700	2,085		0	2,085	100%	139%
2041	614,785		612,900	612,900	1,885		0	1,885	100%	129%
2042	651,912		647,950	647,950	3,962		0	3,962	101%	128%
2043	651,912		651,800	651,800	112		0	112	100%	119%
2044	691,267		690,350	690,350	917		0	917	100%	116%
2045	691,267		687,550	687,550	3,717		0	3,717	101%	108%
2046	732,983		729,600	729,600	3,383		0	3,383	100%	105%
2047	732,983		730,150	730,150	2,833		0	2,833	100%	97%
2048	777,202		775,400	775,400	1,802		0	1,802	100%	94%
2049	777,202		774,000	774,000	3,202		0	3,202	100%	86%
2050	824,074		822,300	822,300	1,774		0	1,774	100%	83%
2051	824,074		823,800	823,800	274		0	274	100%	75%
2052	873,759		869,850	869,850	3,909		0	3,909	100%	72%
2053	873,759		869,100	869,100	4,659		0	4,659	101%	64%
2054	926,424		922,900	922,900	3,524		0	3,524	100%	61%
2055	926,424		924,600	924,600	1,824		0	1,824	100%	54%
2056	982,250		980,700	980,700	1,550		0	1,550	100%	49%
2057	982,250		979,550	979,550	2,700		0	2,700	100%	43%
2058	1,041,425		1,037,800	1,037,800	3,625		0	3,625	100%	38%
2059	1,041,425		1,038,650	1,038,650	2,775		0	2,775	100%	32%
2060	1,104,150		1,103,750	1,103,750	400		0	400	100%	27%
2061	1,104,150		1,101,150	1,101,150	3,000		0	3,000	100%	21%
2062	1,170,639		1,167,800	1,167,800	2,839		0	2,839	100%	16%
2063	1,170,639		1,166,600	1,166,600	4,039		0	4,039	100%	10%
2064	1,241,118		1,236,500	1,236,500	4,618		0	4,618	100%	0%
Total	28,550,026	3,252,750	24,706,100	27,958,850	591,176	505,000		86,176		

Sunrise Metropolitan District

Revenue

	Total	Operations Mill Levy Revenue			Expense	Total
	Assessed Value in Collection Year	O&M Mill Levy 14.723 Cap 14.723 Target	O&M Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for Operations
2023	0	0.000	0	0	0	0
2024	0	0.000	0	0	0	0
2025	524,900	14.723	7,728	461	(116)	8,074
2026	2,586,593	14.723	38,068	2,273	(571)	39,769
2027	5,617,138	14.723	82,701	4,937	(1,241)	86,398
2028	7,589,637	14.723	111,742	6,671	(1,676)	116,737
2029	7,589,637	14.723	111,742	6,671	(1,676)	116,737
2030	8,045,015	14.723	118,447	7,071	(1,777)	123,741
2031	8,045,015	14.723	118,447	7,071	(1,777)	123,741
2032	8,527,716	14.723	125,554	7,496	(1,883)	131,166
2033	8,527,716	14.723	125,554	7,496	(1,883)	131,166
2034	9,039,379	14.723	133,087	7,945	(1,996)	139,036
2035	9,039,379	14.723	133,087	7,945	(1,996)	139,036
2036	9,581,742	14.723	141,072	8,422	(2,116)	147,378
2037	9,581,742	14.723	141,072	8,422	(2,116)	147,378
2038	10,156,646	14.723	149,536	8,927	(2,243)	156,221
2039	10,156,646	14.723	149,536	8,927	(2,243)	156,221
2040	10,766,045	14.723	158,508	9,463	(2,378)	165,594
2041	10,766,045	14.723	158,508	9,463	(2,378)	165,594
2042	11,412,008	14.723	168,019	10,031	(2,520)	175,529
2043	11,412,008	14.723	168,019	10,031	(2,520)	175,529
2044	12,096,728	14.723	178,100	10,633	(2,672)	186,061
2045	12,096,728	14.723	178,100	10,633	(2,672)	186,061
2046	12,822,532	14.723	188,786	11,271	(2,832)	197,225
2047	12,822,532	14.723	188,786	11,271	(2,832)	197,225
2048	13,591,884	14.723	200,113	11,947	(3,002)	209,058
2049	13,591,884	14.723	200,113	11,947	(3,002)	209,058
2050	14,407,397	14.723	212,120	12,664	(3,182)	221,602
2051	14,407,397	14.723	212,120	12,664	(3,182)	221,602
2052	15,271,841	14.723	224,847	13,423	(3,373)	234,898
2053	15,271,841	14.723	224,847	13,423	(3,373)	234,898
2054	16,188,151	14.723	238,338	14,229	(3,575)	248,992
2055	16,188,151	14.723	238,338	14,229	(3,575)	248,992
2056	17,159,440	14.723	252,638	15,083	(3,790)	263,931
2057	17,159,440	14.723	252,638	15,083	(3,790)	263,931
2058	18,189,007	14.723	267,797	15,987	(4,017)	279,767
2059	18,189,007	14.723	267,797	15,987	(4,017)	279,767
2060	19,280,347	14.723	283,865	16,947	(4,258)	296,553
2061	19,280,347	14.723	283,865	16,947	(4,258)	296,553
2062	20,437,168	14.723	300,896	17,964	(4,513)	314,346
2063	20,437,168	14.723	300,896	17,964	(4,513)	314,346
2064	21,663,398	14.723	318,950	19,041	(4,784)	333,207
Total			7,354,380	439,056	(110,316)	7,683,121

SOURCES AND USES OF FUNDS

SUNRISE METROPOLITAN DISTRICT Weld County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2024

Dated Date	12/01/2024
Delivery Date	12/01/2024

Sources:	
Bond Proceeds:	
Par Amount	8,575,000.00
	8,575,000.00

Uses:		
Project Fund Deposits:		
Project Fund		6,109,250.00
Other Fund Deposits:		
Capitalized Interest Fund	1,286,250.00	
Debt Service Reserve Fund	758,000.00	
		2,044,250.00
Cost of Issuance:		
Cost of Issuance		250,000.00
Delivery Date Expenses:		
Underwriter's Discount		171,500.00
		8,575,000.00
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BOND SUMMARY STATISTICS

SUNRISE METROPOLITAN DISTRICT Weld County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2024

Dated Date	12/01/2024
Delivery Date	12/01/2024
Last Maturity	12/01/2054
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.151847%
Net Interest Cost (NIC)	5.086246%
All-In TIC	5.381409%
Average Coupon	5.000000%
Average Life (years)	23.190
Duration of Issue (years)	13.586
Par Amount	8,575,000.00
Bond Proceeds	8,575,000.00
Total Interest	9,942,500.00
Net Interest	10,114,000.00
Total Debt Service	18,517,500.00
Maximum Annual Debt Service	924,000.00
Average Annual Debt Service	617,250.00
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	*Par Value*	*Price*	*Average Coupon*	*Average Life*
Term Bond Due 2054	8,575,000.00	100.000	5.000%	23.190
	8,575,000.00			23.190

	TIC	All-In TIC	Arbitrage Yield
Par Value	8,575,000.00	8,575,000.00	8,575,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(171,500.00)	(171,500.00)	
- Cost of Issuance Expense		(250,000.00)	
- Other Amounts			
Target Value	8,403,500.00	8,153,500.00	8,575,000.00
Target Date	12/01/2024	12/01/2024	12/01/2024
Yield	5.151847%	5.381409%	5.000000%
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BOND PRICING

SUNRISE METROPOLITAN DISTRICT Weld County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2024

Bond Component	*Maturity Date*	*Amount*	*Rate*	*Yield*	*Price*
Term Bond Due 2054:					
	12/01/2025		5.000%	5.000%	100.000
	12/01/2026		5.000%	5.000%	100.000
	12/01/2027		5.000%	5.000%	100.000
	12/01/2028		5.000%	5.000%	100.000
	12/01/2029		5.000%	5.000%	100.000
	12/01/2030	25,000	5.000%	5.000%	100.000
	12/01/2031	30,000	5.000%	5.000%	100.000
	12/01/2032	60,000	5.000%	5.000%	100.000
	12/01/2033	60,000	5.000%	5.000%	100.000
	12/01/2034	95,000	5.000%	5.000%	100.000
	12/01/2035	100,000	5.000%	5.000%	100.000
	12/01/2036	135,000	5.000%	5.000%	100.000
	12/01/2037	140,000	5.000%	5.000%	100.000
	12/01/2038	180,000	5.000%	5.000%	100.000
	12/01/2039	190,000	5.000%	5.000%	100.000
	12/01/2040	235,000	5.000%	5.000%	100.000
	12/01/2041	245,000	5.000%	5.000%	100.000
	12/01/2042	295,000	5.000%	5.000%	100.000
	12/01/2043	310,000	5.000%	5.000%	100.000
	12/01/2044	365,000	5.000%	5.000%	100.000
	12/01/2045	385,000	5.000%	5.000%	100.000
	12/01/2046	445,000	5.000%	5.000%	100.000
	12/01/2047	465,000	5.000%	5.000%	100.000
	12/01/2048	535,000	5.000%	5.000%	100.000
	12/01/2049	560,000	5.000%	5.000%	100.000
	12/01/2050	635,000	5.000%	5.000%	100.000
	12/01/2051	665,000	5.000%	5.000%	100.000
	12/01/2052	750,000	5.000%	5.000%	100.000
	12/01/2053	790,000	5.000%	5.000%	100.000
	12/01/2054	880,000	5.000%	5.000%	100.000
		8,575,000			

Dated Date	12/01/2024	
Delivery Date	12/01/2024	
First Coupon	06/01/2025	
Par Amount	8,575,000.00	
Original Issue Discount		
Production	8,575,000.00	100.000000%
Underwriter's Discount	(171,500.00)	(2.000000%)
Purchase Price	8,403,500.00	98.000000%
Accrued Interest		
Net Proceeds	8,403,500.00	
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NET DEBT SERVICE

SUNRISE METROPOLITAN DISTRICT Weld County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2024

Period Ending	Principal	Coupon	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service
12/01/2025			428,750	428,750	428,750	
12/01/2026			428,750	428,750	428,750	
12/01/2027			428,750	428,750	428,750	
12/01/2028			428,750	428,750		428,750
12/01/2029			428,750	428,750		428,750
12/01/2030	25,000	5.000%	428,750	453,750		453,750
12/01/2031	30,000	5.000%	427,500	457,500		457,500
12/01/2032	60,000	5.000%	426,000	486,000		486,000
12/01/2033	60,000	5.000%	423,000	483,000		483,000
12/01/2034	95,000	5.000%	420,000	515,000		515,000
12/01/2035	100,000	5.000%	415,250	515,250		515,250
12/01/2036	135,000	5.000%	410,250	545,250		545,250
12/01/2037	140,000	5.000%	403,500	543,500		543,500
12/01/2038	180,000	5.000%	396,500	576,500		576,500
12/01/2039	190,000	5.000%	387,500	577,500		577,500
12/01/2040	235,000	5.000%	378,000	613,000		613,000
12/01/2041	245,000	5.000%	366,250	611,250		611,250
12/01/2042	295,000	5.000%	354,000	649,000		649,000
12/01/2043	310,000	5.000%	339,250	649,250		649,250
12/01/2044	365,000	5.000%	323,750	688,750		688,750
12/01/2045	385,000	5.000%	305,500	690,500		690,500
12/01/2046	445,000	5.000%	286,250	731,250		731,250
12/01/2047	465,000	5.000%	264,000	729,000		729,000
12/01/2048	535,000	5.000%	240,750	775,750		775,750
12/01/2049	560,000	5.000%	214,000	774,000		774,000
12/01/2050	635,000	5.000%	186,000	821,000		821,000
12/01/2051	665,000	5.000%	154,250	819,250		819,250
12/01/2052	750,000	5.000%	121,000	871,000		871,000
12/01/2053	790,000	5.000%	83,500	873,500		873,500
12/01/2054	880,000	5.000%	44,000	924,000		924,000
	8,575,000		9,942,500	18,517,500	1,286,250	17,231,250
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BOND DEBT SERVICE

SUNRISE METROPOLITAN DISTRICT Weld County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2024

Period Ending	*Principal*	*Coupon*	*Interest*	*Debt Service*	*Annual Debt Service*
06/01/2025			214,375	214,375	
12/01/2025			214,375	214,375	428,750
06/01/2026			214,375	214,375	
12/01/2026			214,375	214,375	428,750
06/01/2027			214,375	214,375	
12/01/2027			214,375	214,375	428,750
06/01/2028			214,375	214,375	
12/01/2028			214,375	214,375	428,750
06/01/2029			214,375	214,375	
12/01/2029			214,375	214,375	428,750
06/01/2030			214,375	214,375	
12/01/2030	25,000	5.000%	214,375	239,375	453,750
06/01/2031			213,750	213,750	
12/01/2031	30,000	5.000%	213,750	243,750	457,500
06/01/2032			213,000	213,000	
12/01/2032	60,000	5.000%	213,000	273,000	486,000
06/01/2033			211,500	211,500	
12/01/2033	60,000	5.000%	211,500	271,500	483,000
06/01/2034			210,000	210,000	
12/01/2034	95,000	5.000%	210,000	305,000	515,000
06/01/2035			207,625	207,625	
12/01/2035	100,000	5.000%	207,625	307,625	515,250
06/01/2036			205,125	205,125	
12/01/2036	135,000	5.000%	205,125	340,125	545,250
06/01/2037			201,750	201,750	
12/01/2037	140,000	5.000%	201,750	341,750	543,500
06/01/2038			198,250	198,250	
12/01/2038	180,000	5.000%	198,250	378,250	576,500
06/01/2039			193,750	193,750	
12/01/2039	190,000	5.000%	193,750	383,750	577,500
06/01/2040			189,000	189,000	
12/01/2040	235,000	5.000%	189,000	424,000	613,000
06/01/2041			183,125	183,125	
12/01/2041	245,000	5.000%	183,125	428,125	611,250
06/01/2042			177,000	177,000	
12/01/2042	295,000	5.000%	177,000	472,000	649,000
06/01/2043			169,625	169,625	
12/01/2043	310,000	5.000%	169,625	479,625	649,250
06/01/2044			161,875	161,875	
12/01/2044	365,000	5.000%	161,875	526,875	688,750
06/01/2045			152,750	152,750	
12/01/2045	385,000	5.000%	152,750	537,750	690,500
06/01/2046			143,125	143,125	
12/01/2046	445,000	5.000%	143,125	588,125	731,250
06/01/2047			132,000	132,000	
12/01/2047	465,000	5.000%	132,000	597,000	729,000
06/01/2048			120,375	120,375	
12/01/2048	535,000	5.000%	120,375	655,375	775,750
06/01/2049			107,000	107,000	
12/01/2049	560,000	5.000%	107,000	667,000	774,000
06/01/2050			93,000	93,000	
12/01/2050	635,000	5.000%	93,000	728,000	821,000
06/01/2051			77,125	77,125	
12/01/2051	665,000	5.000%	77,125	742,125	819,250
06/01/2052			60,500	60,500	
12/01/2052	750,000	5.000%	60,500	810,500	871,000
06/01/2053			41,750	41,750	
12/01/2053	790,000	5.000%	41,750	831,750	873,500
06/01/2054			22,000	22,000	
12/01/2054	880,000	5.000%	22,000	902,000	924,000
	8,575,000		9,942,500	18,517,500	18,517,500
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CALL PROVISIONS

SUNRISE METROPOLITAN DISTRICT Weld County, Colorado
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**GENERAL OBLIGATION BONDS, SERIES 2024**

**Call Table: CALL**

| *Call Date* | *Call Price* |
|---|---|
| 12/01/2029 | 103.00 |
| 12/01/2030 | 102.00 |
| 12/01/2031 | 101.00 |
| 12/01/2032 | 100.00 |
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BOND SOLUTION

SUNRISE METROPOLITAN DISTRICT Weld County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2024

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
12/01/2025		428,750	(428,750)		26,169	26,169	
12/01/2026		428,750	(428,750)		144,609	144,609	
12/01/2027		428,750	(428,750)		318,849	318,849	
12/01/2028		428,750		428,750	432,219	3,469	100.81%
12/01/2029		428,750		428,750	432,219	3,469	100.81%
12/01/2030	25,000	453,750		453,750	458,392	4,642	101.02%
12/01/2031	30,000	457,500		457,500	458,392	892	100.20%
12/01/2032	60,000	486,000		486,000	486,136	136	100.03%
12/01/2033	60,000	483,000		483,000	486,136	3,136	100.65%
12/01/2034	95,000	515,000		515,000	515,544	544	100.11%
12/01/2035	100,000	515,250		515,250	515,544	294	100.06%
12/01/2036	135,000	545,250		545,250	546,717	1,467	100.27%
12/01/2037	140,000	543,500		543,500	546,717	3,217	100.59%
12/01/2038	180,000	576,500		576,500	579,760	3,260	100.57%
12/01/2039	190,000	577,500		577,500	579,760	2,260	100.39%
12/01/2040	235,000	613,000		613,000	614,785	1,785	100.29%
12/01/2041	245,000	611,250		611,250	614,785	3,535	100.58%
12/01/2042	295,000	649,000		649,000	651,912	2,912	100.45%
12/01/2043	310,000	649,250		649,250	651,912	2,662	100.41%
12/01/2044	365,000	688,750		688,750	691,267	2,517	100.37%
12/01/2045	385,000	690,500		690,500	691,267	767	100.11%
12/01/2046	445,000	731,250		731,250	732,983	1,733	100.24%
12/01/2047	465,000	729,000		729,000	732,983	3,983	100.55%
12/01/2048	535,000	775,750		775,750	777,202	1,452	100.19%
12/01/2049	560,000	774,000		774,000	777,202	3,202	100.41%
12/01/2050	635,000	821,000		821,000	824,074	3,074	100.37%
12/01/2051	665,000	819,250		819,250	824,074	4,824	100.59%
12/01/2052	750,000	871,000		871,000	873,759	2,759	100.32%
12/01/2053	790,000	873,500		873,500	873,759	259	100.03%
12/01/2054	880,000	924,000		924,000	926,424	2,424	100.26%
	8,575,000	18,517,500	(1,286,250)	17,231,250	17,785,555	554,305	
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SOURCES AND USES OF FUNDS

SUNRISE METROPOLITAN DISTRICT
Weld County, Colorado
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### GENERAL OBLIGATION REFUNDING BONDS, SERIES 2034

| | |
|---|---|
| Dated Date | 12/01/2034 |
| Delivery Date | 12/01/2034 |

| *Sources:* | |
|---|---|
| Bond Proceeds: | |
| Par Amount | 15,530,000.00 |
| Other Sources of Funds: | |
| Surplus Fund | 505,000.00 |
| | 16,035,000.00 |

| *Uses:* | |
|---|---|
| Project Fund Deposits: | |
| Project Fund | 6,474,350.00 |
| Refunding Escrow Deposits: | |
| Cash Deposit | 8,305,000.00 |
| Other Fund Deposits: | |
| Debt Service Reserve Fund | 978,000.00 |
| Cost of Issuance: | |
| | 200,000.00 |
| Delivery Date Expenses: | |
| Underwriter's Discount | 77,650.00 |
| | 16,035,000.00 |
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BOND SUMMARY STATISTICS

SUNRISE METROPOLITAN DISTRICT
Weld County, Colorado

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GENERAL OBLIGATION REFUNDING BONDS, SERIES 2034

Dated Date	12/01/2034
Delivery Date	12/01/2034
Last Maturity	12/01/2064
Arbitrage Yield	3.000000%
True Interest Cost (TIC)	3.032389%
Net Interest Cost (NIC)	3.022941%
All-In TIC	3.116839%
Average Coupon	3.000000%
Average Life (years)	21.795
Duration of Issue (years)	15.697
Par Amount	15,530,000.00
Bond Proceeds	15,530,000.00
Total Interest	10,154,100.00
Net Interest	10,231,750.00
Total Debt Service	25,684,100.00
Maximum Annual Debt Service	2,214,500.00
Average Annual Debt Service	856,136.67
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	99.500000

Bond Component	*Par Value*	*Price*	*Average Coupon*	*Average Life*
Term Bond due 2064	15,530,000.00	100.000	3.000%	21.795
	15,530,000.00			21.795

	TIC	All-In TIC	Arbitrage Yield
Par Value	15,530,000.00	15,530,000.00	15,530,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(77,650.00)	(77,650.00)	
- Cost of Issuance Expense		(200,000.00)	
- Other Amounts			
Target Value	15,452,350.00	15,252,350.00	15,530,000.00
Target Date	12/01/2034	12/01/2034	12/01/2034
Yield	3.032389%	3.116839%	3.000000%
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BOND PRICING

SUSNRISE METROPOLITAN DISTRICT
Weld County, Colorado
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**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2034**

| *Bond Component* | *Maturity Date* | *Amount* | *Rate* | *Yield* | *Price* |
|---|---|---|---|---|---|
| Term Bond due 2064: | | | | | |
| | 12/01/2035 | 45,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2036 | 80,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2037 | 80,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2038 | 115,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2039 | 120,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2040 | 160,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2041 | 165,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2042 | 205,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2043 | 215,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2044 | 260,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2045 | 265,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2046 | 315,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2047 | 325,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2048 | 380,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2049 | 390,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2050 | 450,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2051 | 465,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2052 | 525,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2053 | 540,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2054 | 610,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2055 | 630,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2056 | 705,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2057 | 725,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2058 | 805,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2059 | 830,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2060 | 920,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2061 | 945,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2062 | 1,040,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2063 | 1,070,000 | 3.000% | 3.000% | 100.000 |
| | 12/01/2064 | 2,150,000 | 3.000% | 3.000% | 100.000 |
| | | 15,530,000 | | | |

| | | |
|---|---|---|
| Dated Date | 12/01/2034 | |
| Delivery Date | 12/01/2034 | |
| First Coupon | 06/01/2035 | |
| Par Amount | 15,530,000.00 | |
| Original Issue Discount | | |
| Production | 15,530,000.00 | 100.000000% |
| Underwriter's Discount | (77,650.00) | (0.500000%) |
| Purchase Price | 15,452,350.00 | 99.500000% |
| Accrued Interest | | |
| Net Proceeds | 15,452,350.00 | |
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NET DEBT SERVICE

SUNRISE METROPOLITAN DISTRICT
Weld County, Colorado

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GENERAL OBLIGATION REFUNDING BONDS, SERIES 2034

Period Ending	Principal	Coupon	Interest	Total Debt Service	Debt Service Reserve Fund	Net Debt Service
12/01/2035	45,000	3.000%	465,900	510,900		510,900
12/01/2036	80,000	3.000%	464,550	544,550		544,550
12/01/2037	80,000	3.000%	462,150	542,150		542,150
12/01/2038	115,000	3.000%	459,750	574,750		574,750
12/01/2039	120,000	3.000%	456,300	576,300		576,300
12/01/2040	160,000	3.000%	452,700	612,700		612,700
12/01/2041	165,000	3.000%	447,900	612,900		612,900
12/01/2042	205,000	3.000%	442,950	647,950		647,950
12/01/2043	215,000	3.000%	436,800	651,800		651,800
12/01/2044	260,000	3.000%	430,350	690,350		690,350
12/01/2045	265,000	3.000%	422,550	687,550		687,550
12/01/2046	315,000	3.000%	414,600	729,600		729,600
12/01/2047	325,000	3.000%	405,150	730,150		730,150
12/01/2048	380,000	3.000%	395,400	775,400		775,400
12/01/2049	390,000	3.000%	384,000	774,000		774,000
12/01/2050	450,000	3.000%	372,300	822,300		822,300
12/01/2051	465,000	3.000%	358,800	823,800		823,800
12/01/2052	525,000	3.000%	344,850	869,850		869,850
12/01/2053	540,000	3.000%	329,100	869,100		869,100
12/01/2054	610,000	3.000%	312,900	922,900		922,900
12/01/2055	630,000	3.000%	294,600	924,600		924,600
12/01/2056	705,000	3.000%	275,700	980,700		980,700
12/01/2057	725,000	3.000%	254,550	979,550		979,550
12/01/2058	805,000	3.000%	232,800	1,037,800		1,037,800
12/01/2059	830,000	3.000%	208,650	1,038,650		1,038,650
12/01/2060	920,000	3.000%	183,750	1,103,750		1,103,750
12/01/2061	945,000	3.000%	156,150	1,101,150		1,101,150
12/01/2062	1,040,000	3.000%	127,800	1,167,800		1,167,800
12/01/2063	1,070,000	3.000%	96,600	1,166,600		1,166,600
12/01/2064	2,150,000	3.000%	64,500	2,214,500	978,000	1,236,500
	15,530,000		10,154,100	25,684,100	978,000	24,706,100
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BOND DEBT SERVICE

SUNRISE METROPOLITAN DISTRICT
Weld County, Colorado

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GENERAL OBLIGATION REFUNDING BONDS, SERIES 2034

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2035			232,950	232,950	
12/01/2035	45,000	3.000%	232,950	277,950	510,900
06/01/2036			232,275	232,275	
12/01/2036	80,000	3.000%	232,275	312,275	544,550
06/01/2037			231,075	231,075	
12/01/2037	80,000	3.000%	231,075	311,075	542,150
06/01/2038			229,875	229,875	
12/01/2038	115,000	3.000%	229,875	344,875	574,750
06/01/2039			228,150	228,150	
12/01/2039	120,000	3.000%	228,150	348,150	576,300
06/01/2040			226,350	226,350	
12/01/2040	160,000	3.000%	226,350	386,350	612,700
06/01/2041			223,950	223,950	
12/01/2041	165,000	3.000%	223,950	388,950	612,900
06/01/2042			221,475	221,475	
12/01/2042	205,000	3.000%	221,475	426,475	647,950
06/01/2043			218,400	218,400	
12/01/2043	215,000	3.000%	218,400	433,400	651,800
06/01/2044			215,175	215,175	
12/01/2044	260,000	3.000%	215,175	475,175	690,350
06/01/2045			211,275	211,275	
12/01/2045	265,000	3.000%	211,275	476,275	687,550
06/01/2046			207,300	207,300	
12/01/2046	315,000	3.000%	207,300	522,300	729,600
06/01/2047			202,575	202,575	
12/01/2047	325,000	3.000%	202,575	527,575	730,150
06/01/2048			197,700	197,700	
12/01/2048	380,000	3.000%	197,700	577,700	775,400
06/01/2049			192,000	192,000	
12/01/2049	390,000	3.000%	192,000	582,000	774,000
06/01/2050			186,150	186,150	
12/01/2050	450,000	3.000%	186,150	636,150	822,300
06/01/2051			179,400	179,400	
12/01/2051	465,000	3.000%	179,400	644,400	823,800
06/01/2052			172,425	172,425	
12/01/2052	525,000	3.000%	172,425	697,425	869,850
06/01/2053			164,550	164,550	
12/01/2053	540,000	3.000%	164,550	704,550	869,100
06/01/2054			156,450	156,450	
12/01/2054	610,000	3.000%	156,450	766,450	922,900
06/01/2055			147,300	147,300	
12/01/2055	630,000	3.000%	147,300	777,300	924,600
06/01/2056			137,850	137,850	
12/01/2056	705,000	3.000%	137,850	842,850	980,700
06/01/2057			127,275	127,275	
12/01/2057	725,000	3.000%	127,275	852,275	979,550
06/01/2058			116,400	116,400	
12/01/2058	805,000	3.000%	116,400	921,400	1,037,800
06/01/2059			104,325	104,325	
12/01/2059	830,000	3.000%	104,325	934,325	1,038,650
06/01/2060			91,875	91,875	
12/01/2060	920,000	3.000%	91,875	1,011,875	1,103,750
06/01/2061			78,075	78,075	
12/01/2061	945,000	3.000%	78,075	1,023,075	1,101,150
06/01/2062			63,900	63,900	
12/01/2062	1,040,000	3.000%	63,900	1,103,900	1,167,800
06/01/2063			48,300	48,300	
12/01/2063	1,070,000	3.000%	48,300	1,118,300	1,166,600
06/01/2064			32,250	32,250	
12/01/2064	2,150,000	3.000%	32,250	2,182,250	2,214,500
	15,530,000		10,154,100	25,684,100	25,684,100
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CALL PROVISIONS

SUNRISE METROPOLITAN DISTRICT
Weld County, Colorado
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**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2034**

**Call Table: CALL**

| *Call Date* | *Call Price* |
|---|---|
| 12/01/2044 | 100.00 |
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SUMMARY OF BONDS REFUNDED

SUNRISE METROPOLITAN DISTRICT
Weld County, Colorado

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GENERAL OBLIGATION REFUNDING BONDS, SERIES 2034

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Series 2024 - Current Interest Bonds, 24, TERM54:					
	12/01/2035	5.000%	100,000	12/01/2034	100.000
	12/01/2036	5.000%	135,000	12/01/2034	100.000
	12/01/2037	5.000%	140,000	12/01/2034	100.000
	12/01/2038	5.000%	180,000	12/01/2034	100.000
	12/01/2039	5.000%	190,000	12/01/2034	100.000
	12/01/2040	5.000%	235,000	12/01/2034	100.000
	12/01/2041	5.000%	245,000	12/01/2034	100.000
	12/01/2042	5.000%	295,000	12/01/2034	100.000
	12/01/2043	5.000%	310,000	12/01/2034	100.000
	12/01/2044	5.000%	365,000	12/01/2034	100.000
	12/01/2045	5.000%	385,000	12/01/2034	100.000
	12/01/2046	5.000%	445,000	12/01/2034	100.000
	12/01/2047	5.000%	465,000	12/01/2034	100.000
	12/01/2048	5.000%	535,000	12/01/2034	100.000
	12/01/2049	5.000%	560,000	12/01/2034	100.000
	12/01/2050	5.000%	635,000	12/01/2034	100.000
	12/01/2051	5.000%	665,000	12/01/2034	100.000
	12/01/2052	5.000%	750,000	12/01/2034	100.000
	12/01/2053	5.000%	790,000	12/01/2034	100.000
	12/01/2054	5.000%	880,000	12/01/2034	100.000
			8,305,000		
~~~

ESCROW REQUIREMENTS

SUNRISE METROPOLITAN DISTRICT
Weld County, Colorado
~~~
**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2034**

| | |
|---|---|
| Dated Date | 12/01/2034 |
| Delivery Date | 12/01/2034 |

| *Period Ending* | *Principal Redeemed* | *Total* |
|---|---|---|
| 12/01/2034 | 8,305,000 | 8,305,000.00 |
| | 8,305,000 | 8,305,000.00 |
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BOND SOLUTION

SUNRISE METROPOLITAN DISTRICT
Weld County, Colorado

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GENERAL OBLIGATION REFUNDING BONDS, SERIES 2034

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
12/01/2035	45,000	510,900		510,900	515,544	4,644	100.91%
12/01/2036	80,000	544,550		544,550	546,717	2,167	100.40%
12/01/2037	80,000	542,150		542,150	546,717	4,567	100.84%
12/01/2038	115,000	574,750		574,750	579,760	5,010	100.87%
12/01/2039	120,000	576,300		576,300	579,760	3,460	100.60%
12/01/2040	160,000	612,700		612,700	614,785	2,085	100.34%
12/01/2041	165,000	612,900		612,900	614,785	1,885	100.31%
12/01/2042	205,000	647,950		647,950	651,912	3,962	100.61%
12/01/2043	215,000	651,800		651,800	651,912	112	100.02%
12/01/2044	260,000	690,350		690,350	691,267	917	100.13%
12/01/2045	265,000	687,550		687,550	691,267	3,717	100.54%
12/01/2046	315,000	729,600		729,600	732,983	3,383	100.46%
12/01/2047	325,000	730,150		730,150	732,983	2,833	100.39%
12/01/2048	380,000	775,400		775,400	777,202	1,802	100.23%
12/01/2049	390,000	774,000		774,000	777,202	3,202	100.41%
12/01/2050	450,000	822,300		822,300	824,074	1,774	100.22%
12/01/2051	465,000	823,800		823,800	824,074	274	100.03%
12/01/2052	525,000	869,850		869,850	873,759	3,909	100.45%
12/01/2053	540,000	869,100		869,100	873,759	4,659	100.54%
12/01/2054	610,000	922,900		922,900	926,424	3,524	100.38%
12/01/2055	630,000	924,600		924,600	926,424	1,824	100.20%
12/01/2056	705,000	980,700		980,700	982,250	1,550	100.16%
12/01/2057	725,000	979,550		979,550	982,250	2,700	100.28%
12/01/2058	805,000	1,037,800		1,037,800	1,041,425	3,625	100.35%
12/01/2059	830,000	1,038,650		1,038,650	1,041,425	2,775	100.27%
12/01/2060	920,000	1,103,750		1,103,750	1,104,150	400	100.04%
12/01/2061	945,000	1,101,150		1,101,150	1,104,150	3,000	100.27%
12/01/2062	1,040,000	1,167,800		1,167,800	1,170,639	2,839	100.24%
12/01/2063	1,070,000	1,166,600		1,166,600	1,170,639	4,039	100.35%
12/01/2064	2,150,000	2,214,500	(978,000)	1,236,500	1,241,118	4,618	100.37%
	15,530,000	25,684,100	(978,000)	24,706,100	24,791,361	85,261	
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EXHIBIT G

Form - Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF FORT LUPTON, COLORADO
AND
SUNRISE METROPOLITAN DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this ___ day of __________, 20__ (this "**Agreement**") by and between the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado ("**City**"), and SUNRISE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on August 15, 2023 (the "**Service Plan**"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the City Code; and

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

A. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform homeowners' association functions for the property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

B. Maintenance of City-owned Streets, Parks, and Open Space. The District shall provide snow removal services within the District Boundaries on City-owned streets that are not arterial or collector roads, as more particularly set forth in the Maintenance IGA defined by and required by the Service Plan. In addition, the District shall operate and maintain City-owned parks and open spaces within the District Boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, as more particularly set forth in the Maintenance IGA. The District shall approve and execute the Maintenance IGA immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the Maintenance IGA shall constitute a material modification of the Service Plan.

C. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

D. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

E. Inclusion Limitation. The District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the City.

F. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

G. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

H. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

I. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

J. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

K. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

L. Bankruptcy Limitation. All of the limitations contained in the Service Plan have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

1. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

2. Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

M. Maximum Debt Mill Levy.

1. The "Maximum Debt Mill Levy" of the District, which shall be subject to the Mill Levy Adjustment (as defined in the Service Plan), shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 55.664 mills for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District's assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District's Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.

2. The "Maximum Operation and Maintenance Mill Levy" of the District, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 55.664 mills until such time that the District issues Debt. After the District

issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the Debt service mill levy imposed for Debt, shall not exceed 70.489 mills, which combined mill levy limit shall be subject to a Mill Levy Adjustment. The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

3. For purposes of the foregoing, once Debt has been determined to be within VI.C.1, above, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. "Minimum Criteria" shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District's electorate; (4) do not allow for the acceleration of Debt as a remedy against the District; and (5) issued in compliance with the applicable requirements of Section 321-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under this Agreement.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when bonds are issued by the District or shall be subordinate to any District debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

N. Dissolution. The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.*, C.R.S., if the City files an application with the District no sooner than ten (10) years after the date of organization of the District for dissolution pursuant to Section 32-1-701 (3), C.R.S., provided that the District has no outstanding debt or outstanding operation and maintenance responsibilities at the time of the request.

O. Meeting Notices/Annual Report. The District shall deliver written notice of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting; however, in the event Section 19-5(c)(1)k of the Municipal Code is amended to change the timeframe for this advanced notice requirement, this Agreement and the Service Plan shall be automatically updated to a corresponding timeframe without further action of the City Council. The District shall be responsible for submitting an annual report to the City no later than July 1st of each year following the year in which the Order and Decree creating the District has been recorded.

P. Material Modification. Actions of the District which violate the limitations set forth in Sections A-L above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

Q. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	Sunrise Metropolitan District c/o McGeady Becher P.C. 450 East 17th Avenue, Suite 400 Denver, CO 80203-1254 Attn: Paula Williams Phone: (303) 592-4380 Fax: 303-592-4385 Email: legalnotices@specialdistrictlaw.com
To the City:	City of Fort Lupton 130 South McKinley Fort Lupton, CO 80621 Attn: Chris Cross Phone: (720) 466-6103 Fax: (303) 857-0351 Email: CCross@Fortluptonco.gov
With a Copy to:	White Bear Ankele Tanaka & Waldron, P.C. 2154 East Commons Avenue, Suite 2000 Centennial, CO 80122 Attention: Jennifer Gruber Tanaka, Esq. Phone: (303) 858-1800 Fax: (303) 858-1801 Email: jtanaka@wbapc.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

R. Amendment. This Agreement may be amended or terminated in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

S. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

T. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

U. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

V. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

W. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

X. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, teams, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

Y. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

Z. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

AA. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

SUNRISE METROPOLITAN DISTRICT

By: ______________________________
President

Attest:

____
Secretary

CITY OF FORT LUPTON, COLORADO

By: ______________________________
Mayor

Attest:

By: ______________________________
Its: ______________________________

APPROVED AS TO FORM:

____

EXHIBIT H

City Council Resolution of Approval of Service Plan

RESOLUTION NO. 2023R____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO APPROVING THE SERVICE PLAN FOR THE SUNRISE METROPOLITAN DISTRICT AND APPROVING THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan (the "**Service Plan**") for the Sunrise Metropolitan District (the "**District**") has been submitted to the City Council (the "**Council**") of the City of Fort Lupton, Colorado (the "**City**"); and

WHEREAS, §32-1-204.5, C.R.S., as amended, provides that no special district shall be organized within the boundaries of the City except upon adoption of a resolution of the Council approving the Service Plan of the District; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Council held a public hearing on the Service Plan for the District on August 15, 2023; and

WHEREAS, notice of the hearing before the Council was duly published in the *Fort Lupton Press*, a newspaper of general circulation within the City, on July 20, 2023, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and Title 32 district that has levied an *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the Council finds that the Service Plan should be approved unconditionally, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended; and

WHEREAS, the Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "**IGA**") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District.

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

I. The City Council has jurisdiction to hear this matter.

II. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, related to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.

III. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the Council of each of the following was presented with respect to the District:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.

B. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.

C. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries.

D. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

E. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City and each municipality which is an interested party under §32-1-204, C.R.S.

G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

H. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area;

I. The creation of the proposed District will be in the best interests of the area proposed to be served; and

J. The Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§32-1-201, *et seq*., C.R.S.

IV. The Council hereby approves the Service Plan for the District as submitted. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.

V. The Council hereby approves the IGA. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

VI. This Resolution shall be filed in the records of the City and a copy thereof submitted to the District.

VII. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

INTRODUCED, READ AND PASSED this ___ day of ___________________, 2023.

CITY OF FORT LUPTON,

By: ____
Zo Hubbard, Mayor

ATTEST:

By: ____
Maricela Peña, City Clerk

APPROVED AS TO FORM:

____
J. Andrew Ausmus, City Attorney

EXHIBIT I

Form Maintenance Services Agreement

MAINTENANCE SERVICES AGREEMENT
(Snow Removal and Park and Open Maintenance Services)

This **MAINTENANCE SERVICES AGREEMENT**, including any and all exhibits attached hereto (the "**Agreement**"), is made and entered as of this ___ day of __________ 2023, by and between the **CITY OF FORT LUPTON**, a municipal corporation of the State of Colorado (the "**City**"), and the **SUNRISE METROPOLITAN DISTRICT,** a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"). The City and the District are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on August 15, 2023 (the "**Service Plan**"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental maintenance agreement between the City and the District; and

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City has established a *Snow/Ice Removal with Level Service Policy*, dated November 29, 2017 (the "**Policy**"); and

WHEREAS, the City and the District desire to keep City-owned property within District Boundaries safe, clean, orderly, and beautified; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

A. Scope of Services; Snowplowing. The District shall provide snow-removal services (the "**Services**") within District Boundaries on City-owned streets that are not arterial or collector roads (the "**Streets**"), which Streets are depicted on the map attached hereto as **Exhibit A** and incorporated herein by this reference. The District shall perform the Services (a) in a professional manner, to the satisfaction of the City, using the degree of skill and knowledge customarily employed in the performance of such services; (b) in a timely manner to ensure the upkeep and safe use of the Streets; and (c) using reasonable efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District.

Further, the District shall comply with the Ft. Lupton Municipal Code, the Policy, and any other applicable municipal regulations and ordinances in performing the Services.

B. Scope of Services: Parks and Open Space. The District shall operate and provide maintenance and upkeep services ("**Maintenance**") within District Boundaries on City-owned parks and open space (the "**Parks**"), which Parks are depicted on the map attached hereto as **Exhibit B** and incorporated herein by this reference. Maintenance of the Parks includes but is not limited to irrigation services; turf, tree, and shrub care and, as necessary, replacement; lawn mowing and maintenance; and removal of litter. The District shall perform the Maintenance (a) in a professional manner, to the satisfaction of the City, using the degree of skill and knowledge customarily employed in the performance of such services; (b) in a timely manner to ensure the health and beauty of all vegetation in the Parks; and (c) using reasonable efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District.

C. Independent Contractor. For purposes of this Agreement, the District is an independent contractor, and nothing in this Agreement shall constitute or designate the District or any of its employees or agents as employees or agents of the City. The District may select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the City, and shall be responsible for supervising its own employees or subcontractors. The City is concerned only with the results to be obtained. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the District or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions, insurance contributions (e.g., FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The District shall be responsible for the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the District will be deemed employees or sub-contractors of the District and will not for any purpose be considered employees or agents of the City. The District is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the District or some other entity other than the City, and the District is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.

D. Equal Opportunity/Employment Eligibility. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the District represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

E. Insurance Requirements.

1. The District shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the City may carry, and any insurance maintained by the City shall be considered excess. The City may verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.

2. Prior to commencing any work under this Agreement, the District shall provide the City with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the District subcontracts any portion(s) of the Services or Maintenance, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the City and the District; provided, however, that sub-contractors of the District shall not be required by the City to provide coverage in excess of that which is required hereunder of the District. If the coverage required expires during the term of this Agreement, the District or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

3. The District's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the District's liability under any provision in this Agreement. The District shall be responsible for the payment of any deductibles on issued policies.

F. Indemnification. To the extent permitted by law, the District shall indemnify and hold harmless the City, its directors, officers, contractors, employees, agents, and consultants (collectively, the "**City Indemnitees**"), from any and all injuries, damages, causes of actions or claims which result from negligence on the part of the District, its agents, or employees under the Agreement. Insurance coverage requirements specified in this Agreement will in no way lessen or limit the liability of the District under the terms of this indemnification obligation. The District shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section F. This defense and indemnification obligation will survive the expiration or termination of this Agreement.

G. Assignment. The District shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the City. Any attempted assignment of this Agreement in whole or in part with respect to which the City has not consented, in writing, shall be null and void and of no effect whatsoever.

H. Sub-Contractors. The District is solely and fully responsible to the City for the performance of all Services and Maintenance in accordance with the terms set forth in this Agreement, whether performed by the District or a subcontractor engaged by the District, and neither the City's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the District's duties, liabilities, or obligations under this Agreement. The District agrees that each and every agreement of the District with any subcontractor to perform Services or Maintenance under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement, holding the City harmless for the acts of the subcontractor. Prior to commencing any Services or Maintenance, a subcontractor shall provide evidence of insurance coverage to the City in accordance with the requirements of this Agreement. The District further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

I. Material Modification. Actions of the District which violate the limitations set forth in Sections A-H above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

J. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

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To the District:	Sunrise Metropolitan District c/o McGeady Becher P.C. McGeady Becher P.C. 450 E. 17th Avenue, Suite 400 Denver, CO 80203-1254 Attn: Paula Williams, Esq. Phone: (303) 592-4380 Email: legalnotices@specialdistrictlaw.com
To the City:	City of Fort Lupton 130 South McKinley Fort Lupton, CO 80621 Attn: Chris Cross Phone: (720) 466-6103 Fax: (303) 857-0351 Email: CCross@Fortluptonco.gov
With a Copy to:	White Bear Ankele Tanaka & Waldron, P.C. 2154 East Commons Avenue, Suite 2000 Centennial, CO 80122 Attention: Jennifer Gruber Tanaka, Esq. Phone: (303) 858-1800 Fax: (303) 858-1801 Email: jtanaka@wbapc.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

K. Amendment. The Parties may amend or terminate this Agreement in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

L. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

M. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

N. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

O. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

P. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

Q. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, teams, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

R. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

S. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

T. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

SUNRISE METROPOLITAN DISTRICT

By: ______________________________
President

Attest:

____
Secretary

CITY OF FORT LUPTON, COLORADO

By: ______________________________
Mayor

Attest:

By: ______________________________
Its: ______________________________

APPROVED AS TO FORM:

____

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EXHIBIT A

Map of Streets

{01093275.DOCX v:1}

EXHIBIT B

Map of Parks and Open Space

{01093275.DOCX v:1}

EXHIBIT C
INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section E of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of District involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.

2. Commercial General Liability Insurance with minimum limits of liability of not less than $2,000,000 per occurrence for bodily injury and property damage liability; $2,000,000 designated location, general aggregate; and $1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:

   premises operations;
   personal injury liability without employment exclusion;
   limited contractual;
   broad form property damages, including completed operations;
   medical payments;
   products and completed operations;
   independent consultants coverage;
   coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

   This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than $1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

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EXHIBIT C-1
Insurance Certificate(s)

{01093275.DOCX v:1}

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF FORT LUPTON, COLORADO
AND
SUNRISE METROPOLITAN DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this **___** day of **__________**, 20**__** (this "**Agreement**") by and between the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado ("**City**")**,** and SUNRISE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**")**.** The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on August 15, 2023 (the "**Service Plan**"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the City Code; and

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

A. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform homeowners' association functions for the property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

B. Maintenance of City-owned Streets, Parks, and Open Space. The District shall provide snow-removal services within the District Boundaries on City-owned streets that are not arterial or collector roads, as more particularly set forth in the Maintenance IGA defined by and required by the Service Plan. In addition, the District shall operate and maintain City-owned parks and open spaces within the District Boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, as more particularly set forth in the Maintenance IGA. The District shall approve and execute the Maintenance IGA immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the Maintenance IGA shall constitute a material modification of the Service Plan.

C. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

D. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

E. Inclusion Limitation. The District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the City.

F. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

G. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

H. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

I. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

J. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

K. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

L. Bankruptcy Limitation. All of the limitations contained in the Service Plan have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

1. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

2. Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

M. Maximum Debt Mill Levy.

1. The "Maximum Debt Mill Levy" of the District, which shall be subject to the Mill Levy Adjustment (as defined in the Service Plan), shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 55.664 mills for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District's assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District's Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.

2. The "Maximum Operation and Maintenance Mill Levy" of the District, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and

maintenance costs, and shall be 55.664 mills until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the Debt service mill levy imposed for Debt, shall not exceed 70.489 mills, which combined mill levy limit shall be subject to a Mill Levy Adjustment. The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

3. For purposes of the foregoing, once Debt has been determined to be within VI.C.1, above, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. "Minimum Criteria" shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District's electorate; (4) do not allow for the acceleration of Debt as a remedy against the District; and (5) issued in compliance with the applicable requirements of Section 321-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under this Agreement.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when bonds are issued by the District or shall be subordinate to any District debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

N. Dissolution. The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.*, C.R.S., if the City files an application with the District no sooner than ten (10) years after the date of organization of the District for dissolution pursuant to Section 32-1-701 (3), C.R.S., provided that the District has no outstanding debt or outstanding operation and maintenance responsibilities at the time of the request.

O. Meeting Notices/Annual Report. The District shall deliver written notice of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting; however, in the event Section 19-5(c)(1)k of the Municipal Code is amended to change the timeframe for this advanced notice requirement, this Agreement and the Service Plan shall be automatically updated to a corresponding timeframe without further action of the City Council. The District shall be responsible for submitting an annual report to the City no later than July 1st of each year following the year in which the Order and Decree creating the District has been recorded.

P. Material Modification. Actions of the District which violate the limitations set forth in Sections A-L above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

Q. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	Sunrise Metropolitan District
To the City:	City of Fort Lupton 130 South McKinley Fort Lupton, CO 80621 Attn: Chris Cross Phone: (720) 466-6103 Fax: (303) 857-0351 Email: CCross@Fortluptonco.gov
With a Copy to:	White Bear Ankele Tanaka & Waldron, P.C. 2154 East Commons Avenue, Suite 2000 Centennial, CO 80122 Attention: Jennifer Gruber Tanaka, Esq. Phone: (303) 858-1800 Fax: (303) 858-1801 Email: jtanaka@wbapc.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

R. Amendment. This Agreement may be amended or terminated in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

S. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

T. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

U. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

V. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

W. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

X. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, teams, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

Y. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

Z. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

AA. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

SUNRISE METROPOLITAN DISTRICT

By: ____________________________________
President

Attest:

____
Secretary

CITY OF FORT LUPTON, COLORADO

By: ____________________________________
Mayor

Attest:

By: ______________________________
Its: ______________________________

APPROVED AS TO FORM:

____

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

McGeady Becher P.C. **
450 E. 17th Avenue, Suite 400
Denver CO 80203-1254

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 7/20/2023, 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.

Linda C Shapley

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 7/20/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-873240
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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given pursuant to Section 32-1-204(1), C.R.S., that on Tuesday, August 15, 2023, at 6:00 p.m., or as soon as possible thereafter, a public hearing will be conducted. The hearing will be conducted at the Fort Lupton City Hall, 130 South McKinley Avenue, in Fort Lupton, Colorado, or at such other time and place as this hearing may be continued. A public hearing will be heard upon the application on file with the Fort Lupton City Council, by the Petitioners for **the proposed Sunrise Metropolitan District** (the "**District**"), for the formation of a metropolitan district. The affected property is generally located northeast of the intersection of County Road 12 and County Road 29 ½ in Fort Lupton, Weld County, Colorado.

NOTICE IS FURTHER GIVEN that, pursuant to Sections 32-1-203(3.5) and 32-1-204(1.5), C.R.S., the owner of real property within the proposed District may file a request with the Fort Lupton City Council, requesting that such real property be excluded from the proposed District. Such request may be filed any time after the Service Plan is filed with the Fort Lupton City Council, but no later than ten (10) days before the day fixed for the hearing on said Service Plan.

Reason: Formation of a Title 32 Special District
Project Name: Sunrise Metropolitan District
Date of Application: July 13, 2023
Type of District: Metropolitan
Published In: July 20, 2023

McGeady Becher P.C.
By: *s/Andrew Bryant*
Paralegal

Legal Notice No. FLP899
First Publication: July 20, 2023
Last Publication: July 20, 2023
Publisher: Fort Lupton Press

NOTICE OF PUBLIC HEARING

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NOTICE IS FURTHER GIVEN that, pursuant to Sections 32-1-203(3.5) and 32-1-204(1.5), C.R.S., the owner of real property within the proposed District may file a request with the Fort Lupton City Council, requesting that such real property be excluded from the proposed District. Such request may be filed any time after the Service Plan is filed with the Fort Lupton City Council, but no later than ten (10) days before the day fixed for the hearing on said Service Plan.

Reason:	Formation of a Title 32 Special District
Project Name:	Sunrise Metropolitan District
Date of Application:	July 13, 2023
Type of District:	Metropolitan
Published:	July 20, 2023

CERTIFICATE OF MAILING

I hereby certify that on July 17, 2023, a true and correct copy of the foregoing Notice of Public Hearing on the proposed Service Plan for Sunrise Metropolitan District was sent via regular mail to the person(s) and/or entities named on **Exhibit A** attached hereto.

McGeady Becher P.C

By: *s/Andrew Bryant*
Paralegal

EXHIBIT A

Mailing List

Division of Local Government
1313 Sherman St., Suite 521
Denver, CO 80203

City of Fort Lupton City Council
130 S. McKinley Ave.
Fort Lupton, CO 80621

Weld County Board of County Commissioners
1150 O Street
P.O. Box 758
Greeley, CO 80631

Regional Transportation District
1660 Blake Street
Denver, CO 80202-1399

Weld County Treasurer
1400 N. 17th Ave.
Greeley, CO 80631

Weld County Assessor
1400 N. 17th Ave.
Greeley, CO 80631

Weld County Clerk and Recorder
1250 H Street
Greeley, CO 80631

Aims Community College
P.O. Box 69
Greeley, CO 80632

City of Brighton City Council
500 S. 4th Ave.
Brighton, CO 80601

Brighton Urban Renewal Authority
500 S. 4th Ave.
Brighton, CO 80601

Central Colorado Water Conservancy – Groundwater Mgmt. Subdistrict
3209 W. 28th Street
Greeley, CO 80634

Central Colorado Water Conservancy District
3209 W. 28th Street
Greeley, CO 80634

Central Weld County Water District
2235 Second Ave.
Greeley, CO 80631

Cottonwood Conner Metropolitan District
c/o Law Office of Michael E. Davis, LLC
1151 Eagle Drive, Suite 366
Loveland, CO 80537

Cottonwood Greens Metropolitan District No. 1
390 Union Blvd., Suite 400
Denver, CO 80228

Cottonwood Greens Metropolitan District No. 2
c/o Miller & Associates
1641 California Street, Suite 300
Denver, CO 80202

Cottonwood Greens Metropolitan District No. 5
c/o Wipfli LLP
7887 E. Belleview Ave., Suite 700
Denver, CO 80111

Cottonwood Thermo Metropolitan District
c/o Law Office of Michael E. Davis, LLC
1151 Eagle Drive, Suite 366
Loveland, CO 80537

Cottonwood Townhomes Metropolitan District
c/o Law Office of Michael E. Davis, LLC
1151 Eagle Drive, Suite 366
Loveland, CO 80537

Fort Lupton Fire Protection District
1121 Denver Ave.
Fort Lupton, CO 80621

Fort Lupton Urban Renewal Authority
c/o City of Fort Lupton
130 S. McKinley Ave.
Fort Lupton, CO 80621

Greater Brighton Fire Protection District
500 S. 4th Ave., Suite 300
Brighton, CO 80601

High Plains Library District
2650 W. 29th Street
Greeley, CO 80631

Hudson Fire Protection District
P.O. Box 7
Hudson, CO 80642

Lupton Village Commercial Metropolitan District
c/o Miller & Associates
1641 California Street, Suite 300
Denver, CO 80202

Lupton Village Residential Metropolitan District
c/o Miller & Associates
1641 California Street, Suite 300
Denver, CO 80202

Mountain Sky Metropolitan District
c/o Norton & Smith, P.C.
1331 17th Street, Suite 500
Denver, CO 80202-1555

Murata Farms Commercial Metropolitan District
8390 E. Crescent Pkwy, Suite 300
Greenwood Village, CO 80111

Murata Farms Residential Metropolitan District
8390 E. Crescent Pkwy, Suite 300
Greenwood Village, CO 80111

North Land Industrial Metropolitan District No. 1
c/o White Bear Ankele Tanaka & Waldron, P.C.
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

North Land Industrial Metropolitan District No. 2
c/o White Bear Ankele Tanaka & Waldron, P.C.
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

Northern Colorado Water Conservancy District
220 Water Avenue
Berthoud, CO 80513-9245

Platte River Metropolitan District
c/o Hughes & Company, LLC
789 Sherman Street, Suite 575
Denver, CO 80203

Platte Valley Conservation District
57 W. Bromley Lane
Brighton, CO 80601

Real Weld Metropolitan District
c/o Miller & Associates Law Offices, LLC
1641 California Street, Suite 300
Denver, CO 80202

Keenesburh RE-3J School District
P.O. Box 269
95 West Broadway
Keenesburg, CO 80643

Weld County RE-8 School District
301 Reynolds Street
Fort Lupton, CO 80621

Vincent Village Metropolitan District
c/o Collins Cockrel & Cole, P.C.
390 Union Blvd., Suite 400
Denver, CO 80228-1556

Vista Meadows Metropolitan District
c/o Law Office of Michael E. Davis, LLC
1151 Eagle Drive, Suite 366
Loveland, CO 80537

West Adams Conservation District
57 W. Bromley Lane
Brighton, CO 80601

West Greeley Conservation District
4302 W. 9th Street Road
Greeley, CO 80634

Carlson Associates, Inc.
12460 1st Street
Eastlake, CO 80614-0247

NOTICE OF PUBLIC HEARING

NOTICE is hereby given pursuant to Section 32-1-204(1), C.R.S., that on Tuesday, August 15, 2023, at 6:00 p.m., or as soon as possible thereafter, a public hearing will be conducted. The hearing will be conducted at the Fort Lupton City Hall, 130 South McKinley Avenue, in Fort Lupton, Colorado, or at such other time and place as this hearing may be continued. A public hearing will be heard upon the application on file with the Fort Lupton City Council, by the Petitioner for the proposed Sunrise Metropolitan District (the "**District**"), for the formation of a metropolitan district. The affected property is generally located northeast of the intersection of County Road 12 and County Road 29 ½ in Fort Lupton, Weld County, Colorado.

NOTICE IS FURTHER GIVEN that pursuant to Sections 32-1-203 (3.5) and 32-1-204 (1.5), C.R.S., the owner of real property within the proposed District may file a request with the Fort Lupton City Council, requesting that such real property be excluded from the proposed District. Such request may be filed any time after the Service Plan is filed with the Fort Lupton City Council, but no later than ten (10) days before the day fixed for the hearing on said Service Plan.

Reason:	Formation of a Title 32 Special District
Project Name:	Sunrise Metropolitan District
Date of Application:	July 13, 2023
Maximum Mill Levy – Debt:	55.664 mills (subject to statutory adjustment)
Maximum Mill Levy – Operations & Maintenance	70.489 mills less any mills imposed for Debt Service (subject to statutory adjustment)
Type of District:	Metropolitan

CERTIFICATE OF MAILING

I hereby certify that on July 17, 2023, a true and correct copy of the foregoing Notice of Public Hearing on the proposed Service Plan for Sunrise Metropolitan District was sent via regular mail to the person(s) and/or entities named on **Exhibit A** attached hereto.

McGeady Becher P.C.

By: *s/Andrew Bryant*
Paralegal

EXHIBIT A

Mailing List

Anna Marie Taylor and George Paul Taylor, III
1308 7th St.
Fort Lupton, CO 80621-1628

RESOLUTION NO. 2023Rxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO APPROVING THE SERVICE PLAN FOR THE SUNRISE METROPOLITAN DISTRICT AND APPROVING THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan (the "**Service Plan**") for the Sunrise Metropolitan District (the "**District**") has been submitted to the City Council (the "**Council**") of the City of Fort Lupton, Colorado (the "**City**"); and

WHEREAS, §32-1-204.5, C.R.S., as amended, provides that no special district shall be organized within the boundaries of the City except upon adoption of a resolution of the Council approving the Service Plan of the District; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Council held a public hearing on the Service Plan for the District on August 15, 2023; and

WHEREAS, notice of the hearing before the Council was duly published in the *Fort Lupton Press*, a newspaper of general circulation within the City, on July 20, 2023, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and Title 32 district that has levied an *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the Council finds that the Service Plan should be approved unconditionally, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended; and

WHEREAS, the Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "**IGA**") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District.

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

I. The City Council has jurisdiction to hear this matter.

II. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, related to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.

III. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the Council of each of the following was presented with respect to the District:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.

B. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.

C. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries.

D. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

E. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City and each municipality which is an interested party under §32-1-204, C.R.S.

G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

H. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area;

I. The creation of the proposed District will be in the best interests of the area proposed to be served; and

J. The Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§32-1-201, *et seq*., C.R.S.

IV. The Council hereby approves the Service Plan for the District as submitted. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.

V. The Council hereby approves the IGA. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

VI. This Resolution shall be filed in the records of the City and a copy thereof submitted to the District.

VII. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

INTRODUCED, READ AND PASSED this ___ day of ____________________, 2023.

City of Fort Lupton, Colorado

____
Zo Hubbard, Mayor

Attest:

____
Maricela Peña, City Clerk

Approved as to form:

____
Andy Ausmus, City Attorney

City Council Meeting
Date: August 15, 2023
Staff: Roy Vestal, Public Works Director

AM 2023-127
Public Hearing☒

SUBJECT FOR DISCUSSION

Adopting an Ordinance of The City of Fort Lupton, Colorado, Repealing and Re-Enacting Chapter 16, Article X, Section 16-10.01 Floodplain Regulations of The City of Fort Lupton Municipal Code for the Flood Insurance Study, Weld County, Colorado and Incorporated Areas Effective October 14, 2023

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Federal Emergency Management Agency (FEMA) notified the City that the updated Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRM) will be effective November 30, 2023. The City is required to adopt and make effective an ordinance for the floodplain management regulations that include the updated Flood Insurance Study and Flood Insurance Rate Maps prior to November 30, 2023. Once the ordinance is signed and adopted, a copy must be sent to both FEMA and the State. If the City fails to adopt the floodplain ordinance, the City will be sanctioned.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

1. Adopt the Ordinance.
2. Don’t adopt the Ordinance- the City will be sanctioned.

STAFF RECOMMENDATIONS

Staff recommends adoption of the proposed Ordinance.

Attachments: a. Proposed Ordinance

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

ORDINANCE NO. 2023-XXXX

INTRODUCED BY: __

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, REPEALING AND RE-ENACTING CHAPTER 16, ARTICLE X, SECTION 16-10.01 FLOODPLAIN REGULATIONS OF THE FORT LUPTON MUNICIPAL CODE FOR THE FLOOD INSURANCE STUDY, WELD COUNTY, COLORADO AND INCORPORATED AREAS EFFECTIVE OCTOBER 14, 2023

WHEREAS, C.R.S. 31-16-201, et. seq., allows any municipality to enact any ordinance which adopts any code by reference in whole or in part, and such primary code thus adopted may in turn adopt by reference, in whole or in part, any secondary codes duly described.

WHEREAS, notice of the public hearing was published twice in the Fort Lupton Press, July 20, 2023 and July 27, 2023; and

WHEREAS, Chapter 16, Article X, promotes the public health, safety and general welfare of the citizens of the City of Fort Lupton; and

WHEREAS, the section of the Fort Lupton Municipal Code is designed to minimize expenditures of public money for costly flood control project; and

WHEREAS, to minimize damage to public facilities and utilities within the City of Fort Lupton.

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

Section 1. Chapter 16, Article X, Section 16-10.01 Floodplain of the City of Fort Lupton Municipal Code is hereby repealed in its entirety and re-enacted.

Section 2 ENACTMENT. Fort Lupton Municipal Code Chapter 16, Article X, Section 16-10.01 Floodplain referenced in Exhibit A, as attached.

Section 3 SEVERABILITY. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The City Council hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

Section 4 REPEALER. All ordinances or resolutions, or parts thereof, in conflict with this ordinance or any part hereof are hereby repealed to the extent of such inconsistency or conflict. The repeal or modification of any provision of any prior ordinance by this ordinance shall not release, extinguish, alter, modify or change in whole or in part, any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining force for the purpose of sustaining any judgment, decree or order which can be rendered, entered or made such actions, suits, proceedings or prosecutions

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 15th day for August 2023.

PUBLISHED in the Fort Lupton Press on this 24th day of August 2023.

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

PUBLISHED BY TITLE ONLY in the Fort Lupton Press on this _ day of September 2023.

EFFECTIVE (after publication) this __ day of October 2023.

ARTICLE X.
SUPPLEMENTAL STANDARDS

Sec. 16-10.01. Floodplain regulations.

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Colorado has, in Title 29, Article 20 of the Colorado Revised Statutes, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Council of City of Fort Lupton, Colorado, Colorado, does hereby adopt the following floodplain management regulations:

SECTION B. FINDINGS OF FACT

The flood hazard areas of City of Fort Lupton, Colorado are subject to periodic inundation, which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the health, safety and general welfare of the public.

These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

Protect human life and health;

Minimize expenditure of public money for costly flood control projects;

Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

Minimize prolonged business interruptions;

Minimize damage to critical facilities, infrastructure and other public facilities such as water, sewer and gas mains; electric and communications stations; and streets and bridges located in floodplains;

Help maintain a stable tax base by providing for the sound use and development of flood- prone areas in such a manner as to minimize future flood blight areas; and

Insure that potential buyers are notified that property is located in a flood hazard area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance uses the following methods:

Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

Control filling, grading, dredging and other development which may increase flood damage;

Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

ARTICLE II - DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

100-YEAR FLOOD - A flood having a recurrence interval that has a one-percent chance of being equaled or exceeded during any given year (1-percent-annual-chance flood). The terms "one- hundred-year flood" and "one percent chance flood" are synonymous with the term "100-year flood." The term does not imply that the flood will necessarily happen once every one hundred years.

100-YEAR FLOODPLAIN - The area of land susceptible to being inundated as a result of the occurrence of a one-hundred-year flood.

500-YEAR FLOOD - A flood having a recurrence interval that has a 0.2-percent chance of being equaled or exceeded during any given year (0.2-percent-chance-annual-flood). The term does not imply that the flood will necessarily happen once every five hundred years.

500-YEAR FLOODPLAIN - The area of land susceptible to being inundated as a result of the occurrence of a five-hundred-year flood**.**

ADDITION - Any activity that expands the enclosed footprint or increases the square footage of an existing structure**.**

ALLUVIAL FAN FLOODING - A fan-shaped sediment deposit formed by a stream that flows from a steep mountain valley or gorge onto a plain or the junction of a tributary stream with the main stream. Alluvial fans contain active stream channels and boulder bars, and recently abandoned channels. Alluvial fans are predominantly formed by alluvial deposits and are modified by infrequent sheet flood, channel avulsions and other stream processes.

AREA OF SHALLOW FLOODING - A designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

BASE FLOOD – The flood which has a one percent chance of being equaled or exceeded in any given year (also known as a 100-year flood). This term is used in the National Flood Insurance Program (NFIP) to indicate the minimum level of flooding to be used by a community in its floodplain management regulations.

BASE FLOOD ELEVATION (BFE) - The elevation shown on a FEMA Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

BASEMENT - Any area of a building having its floor sub-grade (below ground level) on all sides.

CHANNEL - The physical confine of stream or waterway consisting of a bed and stream banks, existing in a variety of geometries.

CHANNELIZATION - The artificial creation, enlargement or realignment of a stream channel.

CODE OF FEDERAL REGULATIONS (CFR) - The codification of the general and permanent Rules published in the Federal Register by the executive departments and agencies of the Federal Government. It is divided into 50 titles that represent broad areas subject to Federal regulation.

COMMUNITY - Any political subdivision in the state of Colorado that has authority to adopt and enforce floodplain management regulations through zoning, including, but not limited to, cities, towns, unincorporated areas in the counties, Indian tribes and drainage and flood control districts.

CONDITIONAL LETTER OF MAP REVISION (CLOMR) - FEMA's comment on a proposed project, which does not revise an effective floodplain map, that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.

CRITICAL FACILITY – A structure or related infrastructure, but not the land on which it is situated, as specified in Article 5, Section H, that if flooded may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood. See Article 5, Section H.

DEVELOPMENT - Any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

DFIRM DATABASE - Database (usually spreadsheets containing data and analyses that accompany DFIRMs). The FEMA Mapping Specifications and Guidelines outline requirements for the development and maintenance of DFIRM databases.

DIGITAL FLOOD INSURANCE RATE MAP (DFIRM) - FEMA digital floodplain map. These digital maps serve as “regulatory floodplain maps” for insurance and floodplain management purposes.

ELEVATED BUILDING - A non-basement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters.

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION- The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FEDERAL REGISTER - The official daily publication for Rules, proposed Rules, and notices of Federal agencies and organizations, as well as executive orders and other presidential documents.

FEMA - Federal Emergency Management Agency, the agency responsible for administering the National Flood Insurance Program.

FLOOD OR FLOODING - A general and temporary condition of partial or complete inundation of normally dry land areas from:

The overflow of water from channels and reservoir spillways;
The unusual and rapid accumulation or runoff of surface waters from any source; or
Mudslides or mudflows that occur from excess surface water that is combined with mud or other debris that is sufficiently fluid so as to flow over the surface of normally dry land areas (such as earth carried by a current of water and deposited along the path of the current).

FLOOD INSURANCE RATE MAP (FIRM) – An official map of a community, on which the Federal Emergency Management Agency has delineated both the Special Flood Hazard Areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) - The official report provided by the Federal Emergency Management Agency. The report contains the Flood Insurance Rate Map as well as flood profiles for studied flooding sources that can be used to determine Base Flood Elevations for some areas.

FLOODPLAIN OR FLOOD-PRONE AREA - Any land area susceptible to being inundated as the result of a flood, including the area of land over which floodwater would flow from the spillway of a reservoir.

FLOODPLAIN ADMINISTRATOR - The community official designated by title to administer and enforce the floodplain management regulations.

FLOODPLAIN DEVELOPMENT PERMIT – A permit required before construction or development begins within any Special Flood Hazard Area (SFHA). If FEMA has not defined the SFHA within a community, the community shall require permits for all proposed construction or other development in the community including the placement of manufactured homes, so that it may determine whether such construction or other development is proposed within flood-prone areas. Permits are required to ensure that proposed development projects meet the requirements of the NFIP and this floodplain management ordinance.

FLOODPLAIN MANAGEMENT - The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD CONTROL STRUCTURE - A physical structure designed and built expressly or partially for the purpose of reducing, redirecting, or guiding flood flows along a particular waterway. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOODPROOFING - Any combination of structural and/or non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY (REGULATORY FLOODWAY) - The channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The Colorado statewide standard for the designated height to be used for all newly studied reaches shall be one-half foot (six inches). Letters of Map Revision to existing floodway delineations may continue to use the floodway criteria in place at the time of the existing floodway delineation.

FREEBOARD - The vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.

FUNCTIONALLY DEPENDENT USE - A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - Any structure that is:

Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily 6

determined by the Secretary to qualify as a registered historic district;
Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
By an approved state program as determined by the Secretary of the Interior or;
Directly by the Secretary of the Interior in states without approved programs.

LETTER OF MAP REVISION (LOMR) - FEMA's official revision of an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA).

LETTER OF MAP REVISION BASED ON FILL (LOMR-F) – FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.

LEVEE – A man-made embankment, usually earthen, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding. For a levee structure to be reflected on the FEMA FIRMs as providing flood protection, the levee structure must meet the requirements set forth in 44 CFR 65.10.

LEVEE SYSTEM - A flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - The lowest floor of the lowest enclosed area (including basement). Any floor used for living purposes which includes working, storage, sleeping, cooking and eating, or recreation or any combination thereof. This includes any floor that could be converted to such a use such as a basement or crawl space. The lowest floor is a determinate for the flood insurance premium for a building, home or business. An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood insurance Program regulations.

MANUFACTURED HOME - A structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION - A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - For purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

MATERIAL SAFETY DATA SHEET (MSDS) – A form with data regarding the properties of a particular substance. An important component of product stewardship and workplace safety, it is intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner, and includes information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures.

NATIONAL FLOOD INSURANCE PROGRAM (NFIP) – FEMA's program of flood insurance coverage and floodplain management administered in conjunction with the Robert T. Stafford Relief and Emergency Assistance Act. The NFIP has applicable Federal regulations promulgated in Title 44 of the Code of Federal Regulations. The U.S. Congress established the NFIP in 1968 with the passage of the National Flood Insurance Act of 1968.

NEW CONSTRUCTION – The construction of a new structure (including the placement of a mobile home) or facility or the replacement of a structure or facility which has been totally destroyed.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

NO-RISE CERTIFICATION – A record of the results of an engineering analysis conducted to determine whether a project will increase flood heights in a floodway. A No-Rise Certification must be supported by technical data and signed by a registered Colorado Professional Engineer. The supporting technical data should be based on the standard step-backwater computer model used to develop the 100-year floodway shown on the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM).

PHYSICAL MAP REVISION (PMR) - FEMA's action whereby one or more map panels are physically revised and republished. A PMR is used to change flood risk zones, floodplain and/or floodway delineations, flood elevations, and/or planimetric features.

RECREATIONAL VEHICLE - means a vehicle which is:
Built on a single chassis;
400 square feet or less when measured at the largest horizontal projections;
Designed to be self-propelled or permanently towable by a light duty truck; and
Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

SPECIAL FLOOD HAZARD AREA – The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, i.e., the 100-year floodplain.

START OF CONSTRUCTION - The date the building permit was issued, including substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE - A walled and roofed building, including a gas or liquid storage tank, which is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE - Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure just prior to when the damage occurred.

SUBSTANTIAL IMPROVEMENT - Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "Start of Construction" of the improvement. The value of the structure shall be determined by the local jurisdiction having land use authority in the area of interest. This includes structures which have incurred "Substantial Damage", regardless of the actual repair work performed. The term does not, however, include either:

Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions or

Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure."

THRESHOLD PLANNING QUANTITY (TPQ) – A quantity designated for each chemical on the list of extremely hazardous substances that triggers notification by facilities to the State that such facilities are subject to emergency planning requirements.

VARIANCE - A grant of relief to a person from the requirement of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations).

VIOLATION - The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - The height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

ARTICLE III - GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

The ordinance shall apply to all Special Flood Hazard Areas and areas removed from the floodplain by the issuance of a FEMA Letter of Map Revision Based on Fill (LOMR-F) within the jurisdiction of City of Fort Lupton, Colorado, Colorado.

SECTION B. BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREA

The Special Flood Hazard Areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for City of Fort Lupton, Colorado," dated\ November 30 2023, with accompanying Flood Insurance Rate Maps and/or Flood Boundary- Floodway Maps (FIRM and/or FBFM) and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance. These Special Flood Hazard Areas identified by the FIS and attendant mapping are the minimum area of applicability of this ordinance and may be supplemented by studies designated and approved by the City Council. The Floodplain Administrator shall keep a copy of the Flood Insurance Study (FIS), DFIRMs, FIRMs and/or FBFMs on file and available for public inspection.

SECTION C. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed within the Special Flood Hazard Area without full compliance with the terms of this ordinance and other applicable regulations. Nothing herein shall prevent the City Council from taking such lawful action as is necessary to prevent or remedy any violation. These regulations meet the minimum requirements as set forth by the Colorado Water Conservation Board and the National Flood Insurance Program.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, nor deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

Considered as minimum requirements;
Liberally construed in favor of the governing body; and
Deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes.
This ordinance does not imply that land outside the Special Flood Hazard Area or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION H. SEVERABILITY

This ordinance and the various parts thereof are hereby declared to be severable. Should any section of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

ARTICLE IV - ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The City Engineer is hereby appointed as Floodplain Administrator to administer, implement and enforce the provisions of this ordinance and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance, including the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures and any floodproofing certificate required by Article 4, Section C.

Review, approve, or deny all applications for Floodplain Development Permits required by adoption of this ordinance.

Review Floodplain Development Permit applications to determine whether a proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.

Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

Inspect all development at appropriate times during the period of construction to ensure compliance with all provisions of this ordinance, including proper elevation of the structure.

Where interpretation is needed as to the exact location of the boundaries of the Special Flood Hazard Area (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

When Base Flood Elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any Base Flood Elevation data and Floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 5.

For waterways with Base Flood Elevations for which a regulatory Floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one-half foot at any point within the community.

Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one-half foot, provided that the community first applies for a conditional FIRM revision through FEMA (Conditional Letter of Map Revision), fulfills the requirements for such revisions as established under the provisions of Section 65.12 and receives FEMA approval.

Notify, in riverine situations, adjacent communities and the State Coordinating Agency, which is the Colorado Water Conservation Board, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA.

Ensure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

SECTION C. PERMIT PROCEDURES

Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to Special Flood Hazard Area. Additionally, the following information is required:

Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

A certificate from a registered Colorado Professional Engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Article 5, Section B(2);

Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.

Maintain a record of all such information in accordance with Article 4, Section B.

Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

The danger to life and property due to flooding or erosion damage;

The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

The danger that materials may be swept onto other lands to the injury of others;

The compatibility of the proposed use with existing and anticipated development;

The safety of access to the property in times of flood for ordinary and emergency vehicles;

The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;

The necessity to the facility of a waterfront location, where applicable;

The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

The relationship of the proposed use to the comprehensive plan for that area.

SECTION D. VARIANCE PROCEDURES

The Appeal Board or, The Board of Adjustment, as established by the City, shall hear and render judgment on requests for variances from the requirements of this ordinance.

The Board of Adjustment shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

Any person or persons aggrieved by the decision of the Board of Adjustment may appeal such decision in the courts of competent jurisdiction.

The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.

Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C of this Article have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance as stated in Article 1, Section C.

Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

Prerequisites for granting variances:

Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

Variances shall only be issued upon:

Showing a good and sufficient cause;

A determination that failure to grant the variance would result in exceptional hardship to the applicant, and

A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the Base Flood Elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a Functionally Dependent Use provided that:

The criteria outlined in Article 4, Section D (1)-(9) are met, and

The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

SECTION E. PENALITIES FOR NONCOMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor.

Any person violating any of the provisions of this code shall be guilty of a misdemeanor, with each day constituting a separate offense, and any owner or other person employed in connection with a violation shall be guilty of a separate offense. Each offense shall be punished by a fine established by Chapter 1, Article IV, General Penalty, of the Fort Lupton Municipal Code. The City shall further have the right to maintain suits or actions in any court of competent jurisdiction for the purposes of enforcing these regulations and to abate any potential nuisance, including preliminary or permanent injunctions. These penalties are not exclusive of any other remedy available under any applicable federal, state or local law, and it is within the discretion of the City to seek alternative and/or cumulative sanctions or remedies.

ARTICLE V - PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In all Special Flood Hazard Areas, the following provisions are required for all new construction and substantial improvements:

All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

All manufactured homes shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

SECTION B. SPECIFIC STANDARDS

In all Special Flood Hazard Areas where base flood elevation data has been provided as set forth in (i) Article 3, Section B, (ii) Article 4, Section B(7), or (iii) Article 5, Section G, the following provisions are required:

RESIDENTIAL CONSTRUCTION

New construction and Substantial Improvement of any residential structure shall have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air

conditioning equipment and other service facilities (including ductwork), elevated to one foot above the base flood elevation. Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado Professional Engineer, architect, or land surveyor. Such certification shall be submitted to the Floodplain Administrator.

NONRESIDENTIAL CONSTRUCTION

With the exception of Critical Facilities, outlined in Article 5, Section H, new construction and Substantial Improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated to one foot above the base flood elevation or, together with attendant utility and sanitary facilities, be designed so that at one foot above the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

A registered Colorado Professional Engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. Such certification shall be maintained by the Floodplain Administrator, as proposed in Article 4, Section C.

ENCLOSURES

New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.

Designs for meeting this requirement must either be certified by a registered Colorado Professional Engineer or architect or meet or exceed the following minimum criteria:

A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
The bottom of all openings shall be no higher than one foot above grade.
Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

MANUFACTURED HOMES

All manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home, electrical, heating, ventilation, plumbing, and air conditioning

equipment and other service facilities (including ductwork), are elevated to one foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

All manufactured homes placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of the above paragraph, shall be elevated so that either:

The lowest floor of the manufactured home, electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), are one foot above the base flood elevation, or

The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

RECREATIONAL VEHICLES

All recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either:

Be on the site for fewer than 180 consecutive days,
Be fully licensed and ready for highway use, or
Meet the permit requirements of Article 4, Section C, and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

PRIOR APPROVED ACTIVITIES

Any activity for which a Floodplain Development Permit was issued by The City or a CLOMR was issued by FEMA prior to August 15 2023 may be completed according to the standards in place at the time of the permit or CLOMR issuance and will not be considered in violation of this ordinance if it meets such standards.

SECTION C. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)

Located within the Special Flood Hazard Area established in Article 3, Section B, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

RESIDENTIAL CONSTRUCTION

All new construction and Substantial Improvements of residential structures must have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated above the highest adjacent grade at least one foot above the depth number specified in feet on the community's FIRM (at least three feet if no depth number is specified). Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado Professional Engineer, architect, or land surveyor. Such certification shall be submitted to the Floodplain Administrator.

NONRESIDENTIAL CONSTRUCTION

With the exception of Critical Facilities, outlined in Article 5, Section H, all new construction and Substantial Improvements of non-residential structures, must have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated above the highest adjacent grade at least one foot above the depth number specified in feet on the community's FIRM (at least three feet if no depth number is specified), or together with attendant utility and sanitary facilities, be designed so that the structure is watertight to at least one foot above the base flood level with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy. A registered Colorado Professional Engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Article 4, Section C, are satisfied.

Within Zones AH or AO, adequate drainage paths around structures on slopes are required to guide flood waters around and away from proposed structures.

SECTION D. FLOODWAYS

Floodways are administrative limits and tools used to regulate existing and future floodplain development. The State of Colorado has adopted Floodway standards that are more stringent than the FEMA minimum standard (see definition of Floodway in Article 2). Located within Special Flood Hazard Area established in Article 3, Section B, are areas designated as Floodways. Since the Floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory Floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed by a licensed Colorado Professional Engineer and in accordance with standard engineering practice that the proposed encroachment would not result in any increase (requires a No-Rise Certification) in flood levels within the community during the occurrence of the base flood discharge.

If Article 5, Section D (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 5.

Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in Base Flood Elevations, provided that the community first applies for a CLOMR and floodway revision through FEMA.

SECTION E. ALTERATION OF A WATERCOURSE

For all proposed developments that alter a watercourse within a Special Flood Hazard Area, the following standards apply:

Channelization and flow diversion projects shall appropriately consider issues of sediment transport, erosion, deposition, and channel migration and properly mitigate potential problems through the project as well as upstream and downstream of any improvement activity. A detailed analysis of sediment transport and overall channel stability should be considered, when appropriate, to assist in determining the most appropriate design.
Channelization and flow diversion projects shall evaluate the residual 100-year floodplain.
Any channelization or other stream alteration activity proposed by a project proponent must be evaluated for its impact on the regulatory floodplain and be in compliance with all applicable Federal, State and local floodplain rules, regulations and ordinances.
Any stream alteration activity shall be designed and sealed by a registered Colorado Professional Engineer or Certified Professional Hydrologist.
All activities within the regulatory floodplain shall meet all applicable Federal, State and The City of Fort Lupton floodplain requirements and regulations.

Within the Regulatory Floodway, stream alteration activities shall not be constructed unless the project proponent demonstrates through a Floodway analysis and report, sealed by a registered Colorado Professional Engineer, that there is not more than a 0.00-foot rise in the proposed conditions compared to existing conditions Floodway resulting from the project, otherwise known as a No-Rise Certification, unless the community first applies for a CLOMR and Floodway revision in accordance with Section D of this Article.
Maintenance shall be required for any altered or relocated portions of watercourses so that the flood-carrying capacity is not diminished.

SECTION F. PROPERTIES REMOVED FROM THE FLOODPLAIN BY FILL

A Floodplain Development Permit shall not be issued for the construction of a new structure or addition to an existing structure on a property removed from the floodplain by the issuance of a FEMA Letter of Map Revision Based on Fill (LOMR-F), unless such new structure or addition complies with the following:

RESIDENTIAL CONSTRUCTION

The lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), must be elevated to one foot above the Base Flood Elevation that existed prior to the placement of fill.

NONRESIDENTIAL CONSTRUCTION

The lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), must be elevated to

one foot above the Base Flood Elevation that existed prior to the placement of fill, or together with attendant utility and sanitary facilities be designed so that the structure or addition is watertight to at least one foot above the base flood level that existed prior to the placement of fill with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

SECTION G. STANDARDS FOR SUBDIVISION PROPOSALS

All subdivision proposals including the placement of manufactured home parks and subdivisions shall be reasonably safe from flooding. If a subdivision or other development proposal is in a flood-prone area, the proposal shall minimize flood damage.

All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Article 3, Section C; Article 4, Section C; and the provisions of Article 5 of this ordinance.

Base Flood Elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Article 3, Section B or Article 4, Section B of this ordinance.

All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION H. STANDARDS FOR CRITICAL FACILITIES

A Critical Facility is a structure or related infrastructure, but not the land on which it is situated, as specified in Rule 6 of the Rules and Regulations for Regulatory Floodplains in Colorado, that if flooded may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.

CLASSIFICATION OF CRITICAL FACITILIES

It is the responsibility of the City Council to identify and confirm that specific structures in their community meet the following criteria:

Critical Facilities are classified under the following categories: (a) Essential Services; (b) Hazardous Materials; (c) At-risk Populations; and (d) Vital to Restoring Normal Services.

Essential services facilities include public safety, emergency response, emergency medical, designated emergency shelters, communications, public utility plant facilities, and transportation lifelines.

These facilities consist of:

Public safety (police stations, fire and rescue stations, emergency vehicle and equipment storage, and, emergency operation centers);
Emergency medical (hospitals, ambulance service centers, urgent care centers having emergency treatment functions, and non-ambulatory surgical structures but excluding clinics, doctors' offices, and non-urgent care medical structures that do not provide these functions);
Designated emergency shelters;
Communications (main hubs for telephone, broadcasting equipment for cable systems, satellite dish systems, cellular systems, television, radio, and other emergency warning systems, but excluding towers, poles, lines, cables, and conduits);
Public utility plant facilities for generation and distribution (hubs, treatment plants, substations and pumping stations for water, power and gas, but not including towers, poles, power lines, buried pipelines, transmission lines, distribution lines, and service lines); and
Air Transportation lifelines (airports (municipal and larger), helicopter pads and structures serving emergency functions, and associated infrastructure (aviation control towers, air traffic control centers, and emergency equipment aircraft hangars).

Specific exemptions to this category include wastewater treatment plants (WWTP), non-potable water treatment and distribution systems, and hydroelectric power generating plants and related appurtenances.

Public utility plant facilities may be exempted if it can be demonstrated to the satisfaction of the City Council that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same utility or available through an intergovernmental agreement or other contract) and connected, the alternative facilities are either located outside of the 100-year floodplain or are compliant with the provisions of this Article, and an operations plan is in effect that states how redundant systems will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the City Council on an as-needed basis upon request.

Hazardous materials facilities include facilities that produce or store highly volatile, flammable, explosive, toxic and/or water-reactive materials.

These facilities may include:
Chemical and pharmaceutical plants (chemical plant, pharmaceutical manufacturing);
Laboratories containing highly volatile, flammable, explosive, toxic and/or water-reactive materials;
Refineries;
Hazardous waste storage and disposal sites; and
Above ground gasoline or propane storage or sales centers.

Facilities shall be determined to be Critical Facilities if they produce or store materials in excess of threshold limits. If the owner of a facility is required by the

Occupational Safety and Health Administration (OSHA) to keep a Material Safety Data Sheet (MSDS) on file for any chemicals stored or used in the work place, AND the chemical(s) is stored in quantities equal to or greater than the Threshold Planning Quantity (TPQ) for that chemical, then that facility shall be considered to be a Critical Facility. The TPQ for these chemicals is: either 500 pounds or the TPQ listed (whichever is lower) for the 356 chemicals listed under 40 C.F.R. § 302 (2010), also known as Extremely Hazardous Substances (EHS); or 10,000 pounds for any other chemical. This threshold is consistent with the requirements for reportable chemicals established by the Colorado Department of Health and Environment. OSHA requirements for MSDS can be found in 29 C.F.R. § 1910 (2010). The Environmental Protection Agency (EPA) regulation "Designation, Reportable Quantities, and Notification," 40 C.F.R. § 302 (2010) and OSHA regulation "Occupational Safety and Health Standards," 29 C.F.R. § 1910 (2010) are incorporated herein by reference and include the regulations in existence at the time of the promulgation this ordinance, but exclude later amendments to or editions of the regulations

Specific exemptions to this category include:

Finished consumer products within retail centers and households containing hazardous materials intended for household use, and agricultural products intended for agricultural use.
Buildings and other structures containing hazardous materials for which it can be demonstrated to the satisfaction of the local authority having jurisdiction by hazard assessment and certification by a qualified professional (as determined by the local jurisdiction having land use authority) that a release of the subject hazardous material does not pose a major threat to the public.
Pharmaceutical sales, use, storage, and distribution centers that do not manufacture pharmaceutical products.

These exemptions shall not apply to buildings or other structures that also function as Critical Facilities under another category outlined in this Article.

At-risk population facilities include medical care, congregate care, and schools.

These facilities consist of:
Elder care (nursing homes);
Congregate care serving 12 or more individuals (day care and assisted living);
Public and private schools (pre-schools, K-12 schools), before-school and after-school care serving 12 or more children);

Facilities vital to restoring normal services including government operations.

These facilities consist of:
Essential government operations (public records, courts, jails, building permitting and inspection services, community administration and management, maintenance and equipment centers);

Essential structures for public colleges and universities (dormitories, offices, and classrooms only).

These facilities may be exempted if it is demonstrated to the City Council that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same entity or available through an intergovernmental agreement or other contract), the alternative facilities are either located outside of the 100-year floodplain or are compliant with this ordinance, and an operations plan is in effect that states how redundant facilities will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the City Council on an as-needed basis upon request.

PROTECTION FOR CRITICAL FACILITIES

All new and substantially improved Critical Facilities and new additions to Critical Facilities located within the Special Flood Hazard Area shall be regulated to a higher standard than structures not determined to be Critical Facilities. For the purposes of this ordinance, protection shall include one of the following:

Location outside the Special Flood Hazard Area; or

Elevation of the lowest floor or floodproofing of the structure, together with attendant utility and sanitary facilities, to at least two feet above the Base Flood Elevation.

INGRESS AND EGRESS FOR NEW CRITICAL FACILITIES

New Critical Facilities shall, when practicable as determined by the City Council, have continuous non-inundated access (ingress and egress for evacuation and emergency services) during a100-year flood event.

City Council Meeting
Date: August 15, 2023
Staff: Todd Hodges, Planning Director

AM 2023-128
Consent Agenda☐
Action Memorandum☐
Public Hearing☐

SUBJECT FOR DISCUSSION

An Ordinance of the City of Fort Lupton, Amending Portions of Chapter 16 – Development Code.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Fort Lupton Development Code became effective on July 16, 2022. Upon adoption, it was determined that within six months of the Development Code going into effect, revisions to Chapter 16 – Fort Lupton Development Cod that may change the character or intent as approved by this Ordinance shall be considered by City staff, Planning Commission, and City Council to address issues identified during its implementation. This request is to make amendments to the Development Code found to be necessary by City Staff during it's implementation.

FINANCIAL CONSIDERATIONS

Not applicable.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

The City Council, by ordinance shall:

1. Approve the application; or
2. Disapprove the application; or
3. Refer the application back to the Planning Commission for further study.

The City Council's action shall be based on the evidence presented, compliance with the adopted standards, regulations and policies and other guidelines.

STAFF RECOMMENDATIONS

Staff recommends approval of the amendments as proposed to Chapter 16 – Fort Lupton Development Code.

Attachments:
a. Proposed Ordinance
b. Draft Amendments to the Development Code Update (Exhibit A)
c. Summary of Changes
e. Planning Commission Resolution No. P2023-005
f. Planning Commission Minutes

Certification of Council Approval:
Ordinance No. _______________ ___________________________ City Clerk ___________ Date
Resolution No. _______________

ORDINANCE NO. 2023-xxx

INTRODUCED BY:

AN ORDINANCE OF THE CITY OF FORT LUPTON, AMENDING PORTIONS OF CHAPTER 16 – DEVELOPMENT CODE.

WHEREAS, the Fort Lupton Development Code ('the Development Code') was adopted on July 16, 2022;

WHEREAS, after implementation, revisions to Chapter 16 – Fort Lupton Development Code that may change the character or intent as approved shall be considered by City staff, Planning Commission, and City Council to address issues identified during its implementation, and subsequent changes shall be considered periodically following the initial implementation revisions; and

WHEREAS, on July 27, 2023, the Fort Lupton Planning Commission held a public hearing to consider a recommendation on the adoption of amendments to the Fort Lupton Development Code, and has taken into consideration all supporting information, evidence and any testimony in response to the application and unanimously recommended adoption of the Amendments to the Development Code

WHEREAS, after review of the proposed amendments to the Code, the City Council finds that the proposed changes generally conform with the Comprehensive Plan adopted by the City and are in the best interest of the health, safety and welfare of the citizens of Fort Lupton, and

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

<u>Section 1.</u> Chapter 16, Article II, Section 16-2 Table 2-1 Procedures Summary is hereby revised to read as follows:

	Eligible Applicants			*Pre- application Conference*	*Neighborhood meeting*	*Notice*			*Review Body*			
	Owner	*PC*	*CC*			*Post*	*Publish*	*Mail*	*Staff*	*PC*	*CC*	*BoA*
Administrative Plat (2.02.C)	☒			☑					D		A	
Concept Plan (2.02 D)	☒			☒					*	*	*	
Preliminary Plat (2.02.E)	☒			☒	☒	☒	☒	☒	R	R/PH	D/PH	
Final Plat (2.03 F)	☒			☒					D		A	
Change of Zone (2.04)	☒		☒	☒	☒	☒	☒	☒	R	R/PH	D/PH	
Planned Development – Regulating Plan (2.04)	☒	☒	☒	☒	☒	☒	☒	☒	R	R/PH	D/PH	
Administrative Site Plan (2.05)	☒			☒					D	A		
Site Plan (2.06)	☒			☒		☒			R	D	A	
Alternative Compliance (2.07)	☒			☒		Based on procedures of related application						
Special Use Permit (2.08)	☒			☒	☒	☒	☒	☒	R	R/PH	D	
Variance (2.09)	☒			☒		☒	☒	☒				D/PH
Appeal of Administrative Decision (2.10)	☒	☒	☒			☒	☒	☒				D/PH
Text Amendment (2.11)		☒	☒				☒		R	R/PH	D/PH	
Vacation of ROW or Easement (2.13)	☒			☒					R	R	D	
Comprehensive Plan Amendment (2.14)	☒	☒	☒	☒			☒		R	R/PH	D/PH	

☑ = Required
PC = Planning Commission
CC = City Council
BoA = Board of Adjustment

R = Review and Recommending Authority
D = Decision Making Authority
A = Appeal of Decision
PH = Public Hearing Required
* = no official action is taken on a concept plan

<u>Section 2.</u> Chapter 16, Section 16-2.01 (d) Neighborhood Meeting is revised to read as follows:

1. *Timing*. The meeting shall be held prior to a formal application but no sooner than 90 days prior to submittal. The Planning Director may approve an alternative timing.
2. *Location*. The applicant is responsible for coordinating the meeting location, and the meeting shall be held at a public meeting facility within the City, such as a school, community recreation center, or other convenient and accessible meeting center. Based on need, an alternative method may be approved by the Planning Director.

<u>Section 3.</u> Chapter 16, Section 16-2.02 (d) Major Subdivision is revised to read as follows:

Major Subdivision – Concept Plan. For any application that is particularly complex, the Planning Director may require or the applicant may elect to first submit a concept plan for public review by the Planning Commission and City Council. Review of a concept plan shall not require any approval, but merely provides general consensus and offers the applicant direction for preparing a formal preliminary plat.

1. *Applicability.* The concept plan is a general concept, describing an applicant's development vision and plan for a proposed major subdivision. The concept plan gives the City an opportunity to describe the community's vision to the applicant. It provides basic information to the City that will affect the planning and design of the site. It also provides the applicant an opportunity to hear comments and concerns from the public prior to proceeding with detailed project design. The concept plan is an initial review of a proposed major subdivision. It is not intended to provide final comments or requirements, or to in any way restrict the City's discretion in subsequent stages of the review process.

2. *Review Criteria.*

   a. The application is in accordance with the Comprehensive Plan, and in particular the physical development patterns and concepts of the plan.

   b. The development will relate to neighboring areas and to the community.

   c. The development will promote efficient use of utilities, streets and other public resources.

   d. The applicant can demonstrate that adequate infrastructure is or will be available for the proposed development.

3. *Review Procedure.* In addition to the general requirements in Table 2-1 and Section 2.01, the requirements in this sub-section apply to concept plan applications.

   a. After review by staff, receipt of any comments from referral agencies, and any necessary resubmittal, the Director shall schedule review by the Planning Commission and City Council.

   b. The Planning Commission and City Council shall hold public meetings to review and provide general direction to the applicant in preparation for a Preliminary Plat submittal.

4. *Effect of Decision.* No formal decision shall be made for a concept plan

<u>Section 4.</u> Chapter 16, Section 16-2.05 (a) Administrative Site Plan Applicability is revised to read as follows:

A. **Applicability.** The administrative site plan ensures that routine development projects meet the development and design standards of this code, and all other standards applicable to the property. Due to the scale or complexity of these projects, or design issues that potentially impacts on adjacent property, review beyond the standards building permit and zoning/design review is needed. Administrative site plans may be initiated by the property owner.

The administrative site plan process specifically applies to any of the following:

1. New detached houses or multi-unit houses where 3 or more buildings are proposed.
2. New non-residential accessory structure.
3. Expansion or alterations to an existing multi-family or non-residential building that alters the footprint, massing or facade design by less more than 20%.
4. A change of use that is potentially more intense than the existing use, or that could otherwise trigger associated site development activity, such as parking, access, landscape, or screening.
5. Any site development activity that expands the existing impervious surface less than 25%.
6. Minor changes to the site access and circulation that do not significantly alter the streetscape design or traffic conditions near the site.
7. Any other changes to existing buildings that significantly alter the exterior appearance, or elements impacted by the design standards in Sections 5.03 or 6.03. This excludes ordinary maintenance but may include things such as re-facing or changing exterior materials, altering the composition of the façade by changing patterns of windows and doors, or altering the form or mass of the buildings.

Section 5. Chapter 16, Section 16-2.05 (a) Site Plan Applicability is revised to read as follows:

A. **Applicability.** The site plan process provides for review of projects that may present a substantial change to the area for compliance with the standards. It coordinates development projects with the public realm and with adjacent sites, including compatible arrangement of buildings, pedestrian and vehicle access, site design, lighting and landscaping. Site plans may be initiated by the property owner.

The site plan process specifically applies to:

1. Any new building, except detached houses and multi-unit houses duplexes.

2. Any expansion or alteration to an existing multi-family or non-residential building that alters the footprint, massing or facade design by 20% or more.

3. Any change or intensification of use that could increase anticipated traffic counts by 20% or more.

4. Any site development activity that expands the existing impervious surface by 25% or more.

5. Any changes to the site access and circulation, or other development requirements that significantly impact streetscape design or existing traffic conditions near the site.

Section 6. Chapter 16, Section 16-2.08 (a) Special Use Permit Applicability is revised to read as follows:

A. **Applicability.** A special use permit provides flexibility for different uses within a zoning district and allows the potential for additional uses subject to specific conditions. These uses are not generally appropriate throughout the district, but due to the varying design and operational characteristics of particular application of the use, or due to conditions in the area where the use is proposed, they may be considered appropriate based on a case-specific review. Special use permits may be initiated by the property owner.

B. This process is specifically applicable to uses identified as special uses in particular districts as indicated by the Use Table in Section 4.02. Similar or compatible uses as determined by the Planning Director may be permitted as special uses as set forth in the section.

Section 7. Chapter 16, Section 16-4.02 Table 4-2 Allowed Uses, Industrial Uses is revised to read as follows:

Industrial Uses													
Airport / Heliport	S											S	S
Industrial Services – Limited (up to 10 vehicle fleet)										■		■	■
Industrial Services – General (11 to 25 vehicle fleet)												■	■
Industrial Services – Large (26+ vehicle fleet)													■
Manufacturing – Limited/Artisan								■	■	■	■	■	■
Manufacturing – Light										■		■	■
Manufacturing – General													■
Manufacturing – Heavy													S
Mining and Resource Extraction	S												
Oil & Gas Drilling & Exploration (See Section 4.04.I)	S	S	S	S	S	S	S	S	S	S	S	S	S
Storage and Warehousing - Indoor										S		■	■
Storage and Warehousing - Outdoor										S		S	■
Storage and Warehousing – Hazardous Materials													S
Utility - Limited	■	■	■	■	■	■	■	■	■	■	■	■	■
Utility - General	S	S	S	S	S	S	S	S	■	■	S	■	■
Utility - Heavy												S	S
Utility - Pipeline	S	S	S	S	S	S	S	S	S	S	S	S	S
Waste Management & Processing – General												S	■
Waste Management & Processing – Heavy													S
Wireless Communication Facilities	*See Chapter 5, Article VI of the Fort Lupton Municipal Code*												

Section 8. Chapter 16, Section 16-4.03 Table 4-3 Accessory Renewable Energy Facilities is revised to read as follows:

Table 4-3: Accessory Renewable Energy Facilities		
	Accessory Use by Building Permit	*Accessory Use by Special Use Permit*
Solar		
Building Mounted	▪ 8" max. off and parallel with pitched roof ▪ 3' max. off a flat roof	▪ 6' max. off a roof or building wall
	▪ Any facility projecting more than 2' off a flat roof shall be screened from ground level or adjacent property by a parapet, or other architectural screen integral to the design of the building.	
Ground Mounted	▪ 6' high max ▪ 10' setback min.	▪ greater than 6' high
	▪ Screened from adjacent property and the ROW in the same manner as all other mechanical equipment. ▪ Height measured from ground to highest point on apparatus.	

Wind		
Building Mounted	▪ 4' max. above roof (residential buildings) ▪ 8' max. above roof (non-residential buildings)	▪ 12' max. above roof (residential buildings) ▪ 20' max. above roof (non-residential buildings)
Ground Mounted	▪ 30' max. height (residential districts) ▪ 45' max. height (non-residential districts)	▪ 45' max. height (residential districts) ▪ 60' max. height (nonresidential districts)

Section 9. Chapter 16, Section 16-4.03 Table 4-3 Accessory Renewable Energy Facilities is revised to read as follows:

Table 4-3: Non-residential District Performance Standards				
	RO, C-1, , & any use abutting R- districts	C-2 & DT	I-1	I-2
Noise levels during business hours (7AM-10PM)	65dbA	70dbA	75dbA	90dbA
Noise levels during quiet hours (10PM – 7AM)	45dbA	60dbA	65dbA	70dbA
No smoke, radiation, vibration or concussion, heat or glare shall be produced that is perceptible outside a building and no dust, fly ash or gas that is toxic, caustic or obviously injurious to humans or property shall be produced.	☑	☑		
No smoke or particulate matter shall be produced that is a number I or darker on the Ringelmann chart	☑	☑	☑	
Dust, fly ash, radiation, gases, heat, glare or other effects shall not be produced which are obviously injurious or damaging to humans or property beyond the property line;	☑	☑	☑	☑
Vibration or concussion which is perceptible without instruments at the property line shall be prohibited	☑	☑	☑	
Lighting measured at the property line adjacent to right-of-way	1.0 FC	1.5 FC	1.0 FC	1.0 FC
Lighting measured at the property line adjacent to residential uses	0.1 FC	0.5 FC	0.1 FC	0.1 FC
Lighting measured at the property line adjacent to the same or more intense zoning districts	1.5 FC	2.0 FC	2.0 FC	2.0 FC

Section 9. Chapter 16, Section 16-5.03 (c) Density Bonus is revised to read as follows:

A. **Density Bonus.** The base density and open space required shall be based on a typical and practical layout according to the underlying zoning district (A, R-1, or E). The following density bonus may be granted based on the amount of additional total intact open space to be preserved in the plan. The "bonus" units shall not require additional open space, other than the space specified in Table 5-5.

Section 9. Chapter 16, Section 16-7.04 (e) General Design Standards is revised to read as follows:

(e) *General Design Standards.*

1. All required parking shall be on-site except as specifically provided in this Article for credits or shared parking sections. Additionally, the Director may allow for a portion of required parking off site through a site plan review subject to the following specific considerations:
    a. It is within three hundred (300) feet of the subject site;
    b. It is in the same or comparable zoning district;
    c. The presence of the off-site lot does not negatively impact potential development on that lot or in the vicinity;
    d. There are no pedestrian barriers or other access constraints;
    e. An agreement demonstrating rights and control of the off-site property is provided.
2. No parking space shall be located where it backs into a street or through access drive except:

a. Residential parking in driveways, which for driveways accessing buildings and lots with six (6) units or less; or

b. On-street parking on public streets or through access drives according to the standards in Section 16-3.01.

3. All required parking areas shall be used solely for parking of vehicles in operating condition in compliance with Section 7-36 (h) of the Fort Lupton Municipal Code for patrons, occupants or employees of the use, unless specifically authorized otherwise by provisions in this code. it shall be unlawful to create and allow new parking areas or to create storage areas for any vehicle outside of an enclosed structure on an off street unimproved surface or create access to and from public rights-of-way without an approved access permit and surface as approved by the Public Works Director.

4. All parking and access areas shall be designed to adequately address drainage and runoff, including curb, gutters and inlets, or any other drainage strategy approved by the Public Works Director to support best management practices to minimize runoff and encourage infiltration of storm water.

5. All off-street parking areas and driveways shall be graded and paved with an all-weather material meeting the Public Works Standards and Specifications Manual. These materials may include gravel, road base, asphalt, concrete or other material as approved by the Public Works Director so long as all other parking requirements are met.

6. All off-street parking spaces in parking lots shall be outlined painted stripes or other similar markings on the surface, except for parking lots with under 10 parking spaces

7. All non-parking spaces, such as loading zones, emergency and drive-through lanes, or spaces in front of doorways and entrances shall be clearly differentiated from parking.

Section 10. Chapter 16, Section 16-8.03 Table 8-3 Buffer Location is revised to read as follows:

Table 8-3: Buffer Application

Intensity of Adjacent Site		*Intensity of Proposed Development*			
		Low	*Medium*	*High*	*Very High*
Low		--	Type II	Type III	Type IV
Medium		Type II	--	Type II	Type III
High		Type III	Type II	--	Type II
Very High		Type IV	Type III	--	--
Use Intensity	*Low*	• *Residential:* detached house, multi-unit house, row house, and small-lot apartment types • *Nonresidential*: churches, schools, public and recreation, and similar community facilities			
	Medium	• *Residential*: medium- and large-lot apartment or apartment complexes • *Nonresidential:* neighborhood retail (under 3K s.f.), or office uses (under 2 stories),artisan or small manufacturing (under 10K), or similar uses that do not operate between 10PM and 7AM			
	High	• *Nonresidential*: general commercial uses that may be larger scale (over 3K), light manufacturing or other higher intensity uses that operate beyond 10PM			
	Very High	• *Nonresidential:* heavy commercial uses (over 100K s.f.) or uses with significant outside activity or storage, or heavy industrial and manufacturing uses			

Other Applications	Parking areas within 20 feet of any public street or through access drive shall have a Type I buffer Any lots adjacent to a collector or arterial street shall require a Type III buffer, which may be incorporated into the right-of-way landscape. (See Sections 3.01 and 3.02 for more effective and efficient ways to design blocks and lots in association with street networks and open spaces.) Any lots adjacent to a highway or expressway shall require a Type IV buffer for residential and Type III buffer for nonresidential

<u>Section 11.</u> Chapter 16, Section 16-8.05 Table 8-6 Fence Height and Location is revised to read as follows:

Table 8-6: Fence Height and Location	
Residential	***Commercial & Industrial***
▪ 3' high if solid ▪ 4' high if at least 50% open	▪ 3' high if solid ▪ 4' high if at least 50% open
▪ 6' if behind the front building line	▪ 8' if behind the front building line
▪ All fences shall be at least 18 inches from any public sidewalk, except front fences meeting the front fence design standards may be built on the property line even if abutting a sidewalk.	
▪ Ornamental enhancements associated with an entry or gateway may be up to 8' high. ▪ All fences or walls located along adjacent lot lines shall be constructed so that either: o The face of the fence is on the property line, with the finished side facing outward; or o The face of the fence is at least 3 feet from the property line. Any areas set back 3 feet or more from the property line, which could become enclosed by other similarly located fences or walls, shall provide at least one gate for access and maintenance equipment. ▪ Fences or walls outside of required setbacks (i.e. in the buildable envelope),and behind front building line can exceed height limits, but may be limited by building codes or other public health and safety standards. ▪ Height includes any retaining wall or berm the fence is built on; however, the Director may grant exceptions where for fences in conjunction with a berm or wall where they equally or better serve the intent and design objectives of this Article. ▪ On reverse corner lots, the fence on the street side yard and adjacent to the front yard of the abutting lot shall meet the front fence standards, or otherwise be located no more than 10' in front of the front building line of the adjacent lot	

<u>Section 12.</u> Chapter 16, Section 16-8.05 (3) Perimeter Fences is revised to read as follows:

3. *Perimeter Fences.* Any fence designed as part of a perimeter fence for multiple properties, as part of a landscape buffer, or any expanse longer than 100 feet and within 30' of a collector or arterial, shall meet the following standards:
   a. All fencing shall be softened with landscape materials on the street side of fences meeting the buffer standards of Section 8.03.
   b. Expanses of over 300' shall be broken up by either:
      1. Offsets of at least 3 feet on 1/3 of the length for every 300 foot span; or
      2. Ornamental designs on at least 1/2 of every 300 foot span space that is at least 75% open (i.e. wrought iron) and includes architectural pillars or posts (i.e. stone, or masonry) at least every 50 feet.
      3. The Planning Director may grant exception for fences in the I-2 zone district.

<u>Section 13.</u> Chapter 16, Section 16-8.05 (9) Fence and Wall Maintenance is revised to read as follows:

9. Fence and Wall Maintenance. Dangerous fences, dilapidated fences, fences in disrepair or unsightly fences (including fences with missing or broken slats, sections or posts, or leaning more than fifteen [15] degrees from upright) and such other fences causing traffic sight hazards shall be repaired or removed at the owner's expense as so ordered by the City Officials.

Section 14. Chapter 16, Section 16-9.01 (a) (2) Monument Signs is revised to read as follows:

2. The base shall not count as part of the sign area provided it contains no messages or other component of the sign and is otherwise integrated into the site as a landscape feature.

Section 15. Chapter 16, Section 16-9.06 (5) (b) Residential Gateway Signs is revised to read as follows:

Residential Gateway Signs. Residential projects may be allowed a gateway sign subject to the following standards:

1. All residential gateway signs shall be monument signs, no higher than eight (8) feet, unless incorporated into an accessory feature that is part of the landscape design.

2. Gateway signs shall be limited to no more than two (2) per entrance from a collector or arterial street, provided the entrances are separated by at least three hundred (300) feet.

3. Gateway signs shall be limited to:

    i. 48 square feet for entrances on a collector street;

    ii. 48 square feet for entrances on an arterial street.

4. Gateway signs shall be set back from the lot or parcel line at least ten (10) feet.

5. Gateway signs shall be located on the site of the residential use, or in a common area owned and controlled by a property or business association of the residential uses, provided there is a property manager or homeowners association to ensure on-going maintenance of the sign and landscape.

Section 16. Chapter 16, Section 16-11.01 Definitions is revised to read as follows:

Tract. A parcel or parcels of land designated on a plat and intended to be further subdivided before development at some point in the future, but which may be initially created under single ownership through a subdivision process

Outlot A parcel of land platted in a subdivision for a specific purpose, which shall be shown on the face of the plat. Specific purposes may include, but are not limited to, drainage areas, stormwater detention or retention areas, parks, open space, or land areas reserved for other public facilities

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 15th day of August 2023.

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

City of Fort Lupton, Colorado

Zo Stieber-Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A

Article 2. Applications & Procedures

Table 2-1: Procedures Summary

	Eligible Applicants			Pre-application Conference	Neighbor-hood meeting	Notice			Review Body			
	Owner	PC	CC			Post	Publish	Mail	Staff	PC	CC	BoA
Administrative Plat *(2.02.C)*	☒			☑					D		A	
Concept Plan (2.02 D)	☒			☒					*	*	*	
Preliminary Plat *(2.02.E)*	☒			☒	☒	☒	☒	☒	R	R/PH	D/PH	
Final Plat *(2.03 F)*	☒			☒					D		A	
Change of Zone *(2.04)*	☒		☒	☒	☒	☒	☒	☒	R	R/PH	D/PH	
Planned Development – Regulating Plan *(2.04)*	☒	☒	☒	☒	☒	☒	☒	☒	R	R/PH	D/PH	
Administrative Site Plan *(2.05)*	☒			☒					D	A		
Site Plan *(2.06)*	☒			☒		☒			R	D	A	
Alternative Compliance *(2.07)*	☒			☒		Based on procedures of related application						
Special Use Permit *(2.08)*	☒			☒	☒	☒	☒	☒	R	R/PH	D	
Variance *(2.09)*	☒			☒		☒	☒	☒				D/PH
Appeal of Administrative Decision *(2.10)*	☒	☒	☒			--	--	--				D/PH
Text Amendment *(2.11)*		☒	☒				☒		R	R/PH	D/PH	
Vacation of ROW or Easement *(2.13)*	☒			☒					R	R	D	
Comprehensive Plan Amendment (2.14)	☒	☒	☒	☒			x		R	R/PH	D/PH	

☑ = Required
☐ = Authorized
PC = Planning Commission
CC = City Council
BoA = Board of Adjustment

R = Review and Recommending Authority
D = Decision Making Authority
A = Appeal of Decision
PH = Public Hearing Required
* = no official action is taken on a concept plan

1. Planning and infrastructure impacts, including timing, phasing, or the need for any technical studies or outside agency review.
2. Development review processes and review criteria, and in particular whether any special public information and outreach or specific agency or department reviews are necessary.
3. Opportunities to improve designs or coordinate the preliminary concepts with other private or public investments in the area.

B. **Neighborhood Meeting.** A neighborhood meeting shall be required as indicated in Table 2-1, and for any application involving oil, gas or mineral extraction as specified in Section 10.02. The Director may require a neighborhood meeting for other projects where the nature of the project is particularly complex or presents potential for significant changes and unanticipated impacts on property in the vicinity. Neighborhood meetings shall meet the following:

1. *Timing.* The meeting shall be held prior to a formal application but no sooner than 90 days prior to submittal. The Planning Director may approve an alternative timing.

2. *Location.* The applicant is responsible for coordinating the meeting location, and the meeting shall be held at a public meeting facility within the City, such as a school, community recreation center, or other convenient and accessible meeting center. Based on need, an alternative method may be approved by the Planning Director.

3. *Notice.* The applicant is responsible for notification of the neighborhood in the manner and format prescribed by the City on the application forms. The notice may be coordinated with any other official notice required by this code for the application. The applicant shall receive confirmation of the time and location of the meeting from the Director prior to scheduling and notice.

4. *Content.* The applicant is responsible for all content of the meeting, which at a minimum shall include:
    a. The general nature and scope of the proposed project;
    b. A summary of the proposed land use, including planned or all potential future uses under the request;
    c. The most recent plans and submittals available for the project, depicting the scale, location and design of any buildings and the relation of all site improvements to the streets and adjacent property; and
    d. Identify and explain the subsequent formal review steps with the City, and note that official and formal review by the City may result in changes from the initial concepts.

5. *Summary.* The applicant shall prepare summary minutes of the meeting including evidence of the notice, attendance, content and presentation, issues and discussion summary, and outcomes of the meeting. These minutes shall be included with or supplement formal application.

C. **Staff Review.** Upon receipt of an application, the Director shall take the following steps:

1. *Determination of Complete Application*.
    a. If an application is determined incomplete, the Director shall notify the applicant of the specific ways in which the application is deficient. No further processing of the application shall occur until the deficiencies are corrected. If a deficient application is not corrected within 30 days of the notice, the incomplete application may be considered withdrawn.
    b. If an application is complete it shall be processed for formal review.

2. *Design Review Team.*

a. The Director shall make the final decision on administrative plats, and the decision may be appealed to the City Council.
b. Any administrative plat that includes right-of-way or other public dedication shall be approved by the Planning Commission and the dedication accepted by City Council.

2. *Effect of Decision.* Approval of an administrative plat shall create a vested property right according to Section 2.12. The City Clerk shall cause the approved administrative plat to be recorded with county clerk and recorder. Any administrative plat not recorded within the periods established in Section 2.12 shall expire.

D. ***Major Subdivision – Concept Plan.*** For any application that is particularly complex, the Planning Director may require or the applicant may elect to first submit a concept plan for public review by the Planning Commission and City Council. Review of a concept plan shall not require any approval, but merely provides general consensus and offers the applicant direction for preparing a formal preliminary plat.

1. *Applicability.* The concept plan is a general concept, describing an applicant's development vision and plan for a proposed major subdivision. The concept plan gives the City an opportunity to describe the community's vision to the applicant. It provides basic information to the City that will affect the planning and design of the site. It also provides the applicant an opportunity to hear comments and concerns from the public prior to proceeding with detailed project design. The concept plan is an initial review of a proposed major subdivision. It is not intended to provide final comments or requirements, or to in any way restrict the City's discretion in subsequent stages of the review process.

2. *Review Criteria.*
   a. The application is in accordance with the Comprehensive Plan, and in particular the physical development patterns and concepts of the plan.
   b. The development will relate to neighboring areas and to the community.
   c. The development will promote efficient use of utilities, streets and other public resources.
   d. The applicant can demonstrate that adequate infrastructure is or will be available for the proposed development.

3. *Review Procedure.* In addition to the general requirements in Table 2-1 and Section 2.01, the requirements in this sub-section apply to concept plan applications.
   a. After review by staff, receipt of any comments from referral agencies, and any necessary resubmittal, the Director shall schedule review by the Planning Commission and City Council.

   b. The Planning Commission and City Council shall hold public meetings to review and provide general direction to the applicant in preparation for a Preliminary Plat submittal.

4. *Effect of Decision.* No formal decision shall be made for a concept plan

E. **Major Subdivision – Preliminary Plat.** Any subdivision not eligible as an administrative plat is a major subdivision that shall require approval of a preliminary plat. A preliminary plat shall be processed according to the following specific procedures.

3. *Applicability.* The preliminary plat provides detailed planning review of development patterns, street networks, block and lot layout, and the ability to meet public facility and utility requirements for future development, prior to preparation of detailed construction

2.05 Administrative Site Plan

A. **Applicability.** The administrative site plan ensures that routine development projects meet the development and design standards of this code, and all other standards applicable to the property. Due to the scale or complexity of these projects, or design issues that potentially impacts on adjacent property, review beyond the standards building permit and zoning/design review is needed. Administrative site plans may be initiated by the property owner.

The administrative site plan process specifically applies to any of the following:

1. New detached houses or multi-unit houses where 3 or more buildings are proposed.
2. New non-residential accessory structure.
3. Expansion or alterations to an existing multi-family or non-residential building that alters the footprint, massing or facade design by ~~less~~ more than 20%.
4. A change of use that is potentially more intense than the existing use, or that could otherwise trigger associated site development activity, such as parking, access, landscape, or screening.
5. Any site development activity that expands the existing impervious surface less than 25%.
6. Minor changes to the site access and circulation that do not significantly alter the streetscape design or traffic conditions near the site.
7. Any other changes to existing buildings that significantly alter the exterior appearance, or elements impacted by the design standards in Sections 5.03 or 6.03. This excludes ordinary maintenance but may include things such as re-facing or changing exterior materials, altering the composition of the façade by changing patterns of windows and doors, or altering the form or mass of the buildings.

The Director may determine that any application meeting these eligibility criteria still presents significant change or potential impacts on the area, or presents substantial interpretation questions on the application of development standards or review criteria, and is not eligible for the administrative site plan process. These plans shall be reviewed through the site plan procedures in Section 2.06.

B. **Review Criteria.** In general, any administrative site plan in compliance with all requirements of this code shall be approved. In making a determination of compliance, administrative site plans shall be reviewed according to the following criteria:

1. The application meets all applicable standards of this code or the criteria for any discretionary approvals.
2. The application is consistent with or meets the intent of all prior approvals and conditions associated with the project.
3. The plan does not directly conflict with the intent or design objectives of any applicable standard in this code.
4. The application can reasonably be assumed to meet the criteria for all subsequent permits and reviews needed to build the project as proposed.

C. **Review Procedures**. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements apply to administrative site plan applications:

1. The Director shall review the application and determine if the review of any other department or agency is required.
2. If at any time in the process the Director determines that the application is not eligible for an administrative site plan, the Director may deny the application or process the application for review as a site plan according to Section 2.06.
3. The Director shall make the final decision on administrative site plans, and the decision may be appealed to the Planning Commission under the procedures and criteria in Section 2.06.

D. **Effect of Decision.** Approval of an administrative site plan creates a vested property right as specified in Section 2.12 and shall authorize the applicant to apply for a building permit and other applicable permits.

2.06 Site Plan

A. **Applicability.** The site plan process provides for review of projects that may present a substantial change to the area for compliance with the standards. It coordinates development projects with the public realm and with adjacent sites, including compatible arrangement of buildings, pedestrian and vehicle access, site design, lighting and landscaping. Site plans may be initiated by the property owner.

The site plan process specifically applies to:

1. Any new building, except detached houses and ~~multi-unit houses~~ duplexes.
2. Any expansion or alteration to an existing multi-family or non-residential building that alters the footprint, ~~massing or facade design~~ by 20% or more.
3. Any change or intensification of use that could increase anticipated traffic counts by 20% or more.
4. Any site development activity that expands the existing impervious surface by 25% or more.
5. Any changes to the site access and circulation, or other development requirements that significantly impact streetscape design or existing traffic conditions near the site.

2.07 Special Use Permit

A. **Applicability.** A special use permit provides flexibility for different uses within a zoning district and allows the potential for additional uses subject to specific conditions. These uses are not generally appropriate throughout the district, but due to the varying design and operational characteristics of particular application of the use, or due to conditions in the area where the use is proposed, they may be considered appropriate based on a case-specific review. Special use permits may be initiated by the property owner.

This process is specifically applicable to uses identified as special uses in particular districts as indicated by the Use Table in Section 4.02. Similar or compatible uses as determined by the Planning Director may be permitted as special uses as set forth in the section.

B. **Review Criteria.** A special use permit shall be reviewed according to the following criteria:

Table 4-2: Allowed Uses

Uses	***Zoning Districts***												
■ = Permitted, subject to general district standards S = Permitted, only by special use permit discretionary review = Blank means the use is not permitted	**A**	**R1**	**R1A**	**R2**	**R3**	**MH**	**P**	**RO**	**C1**	**C2**	**DT**	**I1**	**I2**
Office – Large (> 30K)										■		■	
Recreation / Entertainment – Indoor / Limited (< 20K)									■	■	■	■	
Recreation / Entertainment – Indoor / General (20K+)										■		■	
Recreation / Entertainment– Outdoor / Limited (< 2 ac.)	■								S	■		■	
Recreation / Entertainment– Outdoor / General (2+ ac.)	S									■		■	
Recreation / Entertainment – Shooting Range (indoor or outdoor)	S									S		S	S
Restaurant – Small (< 2K)								■	■	■	■	■	
Restaurant – General (2K - 8K)									■	■	■	■	
Restaurant – Large (> 8K)									S	■	S	■	
Vehicle/Equipment Sales– Limited (<15K s.f. lot)									S	■		■	■
Vehicle/Equipment Sales - General (15K+ s.f. lot)										■		■	■
Vehicle/Equipment Services and Repair – Limited (1 - 4 bays)									S	■	S	■	■
Vehicle/Equipment Services and Repair – General (5+ bays)										■		■	■
Industrial Uses													
Airport / Heliport	S											S	S
Industrial Services – Limited (up to 10 vehicle fleet)										■		■	■
Industrial Services – General (11 to 25 vehicle fleet)												■	■
Industrial Services – ~~Heavy~~ Large (26+ vehicle fleet)													■
Manufacturing – ~~Artisan / Micro~~ Limited/Artisan								■	■	■	■	■	■
Manufacturing – ~~Limited~~ Light										■		■	■
Manufacturing – General													■
Manufacturing – Heavy													S
Mining and Resource Extraction	S												
Oil & Gas Drilling & Exploration (See Section 4.04.I)	S	S	S	S	S	S	S	S	S	S	S	S	S
Storage and Warehousing - Indoor										S		■	■
Storage and Warehousing - Outdoor										S		S	■
Storage and Warehousing – Hazardous Materials													S
Utility - Limited	■	■	■	■	■	■	■	■	■	■	■	■	■
Utility - General	S	S	S	S	S	S	S	S	■	■	S	■	■
Utility - Heavy												S	S
Utility - Pipeline	S	S	S	S	S	S	S	S	S	S	S	S	S
Waste Management & Processing – General												S	■
Waste Management & Processing – Heavy													S
Wireless Communication Facilities	*See Chapter 5, Article VI of the Fort Lupton Municipal Code*												

1. The occupation shall be limited to residents of the dwelling and no more than one non-resident employee. If the resident applicant is not the homeowner, the homeowner shall provide a notarized authorization with the permit application.
2. No more than 30% of the floor area of any one floor of the dwelling unit shall be utilized for a home occupation.
3. All activity shall be conducted within an enclosed living area, permitted accessory building, or the garage.
4. Any materials or equipment used in the home occupation shall be stored within an enclosed structure.
5. No alteration of the exterior of the building or site shall be made which changes the residential character of the building or site.
6. No traffic, services, or deliveries shall be generated by the home occupation that is abnormal to a residential neighborhood.
7. No equipment, machinery or operation shall be used in such activities that is perceptible off the premises because of noise, smoke, odor, dust, glare, radiation, electrical interference, or vibration.
8. Only up to 10 customer or patron visits per day shall be permitted and limited to between the hours of 7 a.m. and 7 p.m. All parking necessary for the use shall be confined to the garage, driveway, or street directly in front of the dwelling.
9. Signs shall be limited to 1 non-illuminated sign, no more than 2 square feet, and within at least 10 feet of the primary entrance.

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B. **Renewable Energy Facilities.** Small renewable energy facilities may be an accessory use to another permitted use subject to the following additional standards, and provided they meet the qualifications for a building permit in Section 18-9 of the Municipal Code. They may be permitted beyond the standards as specified below through a special use permit according to Section 2.08. Any renewable energy facility that does not meet the limits of this section or cannot qualify as an accessory special use permit shall be considered a public utility service use and only allowed as permitted in Table 4-2 as a principal use of land.

Table 4-3: Accessory Renewable Energy Facilities

	Accessory Use by Building Permit	*Accessory Use by Special Use Permit*
Solar		
Building Mounted	▪ 8" max. off and parallel with pitched roof ▪ 3' max. off a flat roof	▪ 6' max. off a roof or building wall
	▪ Any facility projecting more than 2' off a flat roof shall be screened from ground level or adjacent property by a parapet, or other architectural screen integral to the design of the building.	
Ground Mounted	▪ 6' high max ▪ 10' setback min.	~~▪ 10' max high~~ greater than 6' high
	▪ Screened from adjacent property and the ROW in the same manner as all other mechanical equipment. ▪ Add bullet: Height measured from ground to highest point on apparatus.	
Wind		
Building Mounted	▪ 4' max. above roof (residential buildings) ▪ 8' max. above roof (non-residential buildings)	▪ 12' max. above roof (residential buildings) ▪ 20' max. above roof (non-residential buildings)
Ground Mounted	▪ 30' max. height (residential districts) ▪ 45' max. height (non-residential districts)	▪ 45' max. height (residential districts) ▪ 60' max. height (nonresidential districts)

C. **Craft Food and Beverage Manufacturing.** Production, retail sale, and distribution of food and beverages, such as micro-brewery, distillery, bakery, or other on-site manufacturing, is allowed accessory to an otherwise allowed restaurant or customer service use, provided:

least 300 feet from an existing wellhead or any other accessory structure or facility.

a. Any other new residential, commercial~~,~~ or industrial building or structure shall be setback 150 feet from an existing well head or any other accessory structure ~~of~~ or facility.

b. Any building or structure shall be setback at least 50 feet from plugged and abandoned wells.

2. *Impact Mitigation.* In addition to all other criteria of site plan and special use permit approvals, the plan shall mitigate potential negative impacts by addressing the following topics, or the City may require additional conditions to address these topics:

a. Screening with landscape and/or screening structures, as specified in this code and any additional screening or other impact mitigation that is necessary due to a particular context or relationship to adjacent sites and streets.

b. Operations and the frequency or likelihood of large vehicles and equipment using surrounding roads.

c. Plans for mitigation, de-commissioning, restoration, and future uses of the property in a way that integrates with surrounding development or long-range plans.

d. Public health and safety, and in particular compliance with all state statutes and the rules, regulations, and permitting of the Colorado Oil & Gas Conservation Commission including abandonment and plugging, seismic operations, reclamation, well protection, fencing and signs.

e. Clear ownership and responsibilities for all aspects of the operations, including property management, financial capacity or bonding, impact mitigation, and insurance.

f. Any other requirements deemed necessary by the Planning Department to ensure the public health, safety, and welfare.

g. Higher mitigation standards may be required where oil and gas is being proposed adjacent to residential or other potentially incompatible uses.

4.01 District Performance Standards

All principal and accessory uses in non-residential districts shall be operated in a manner that meets the performance standards in Table 4-3, Non-residential District Performance Standards.

Table 4-3: Non-residential District Performance Standards

	RO, C-1, , & any use abutting R- districts	C-2 & DT	I-1	I-2
Noise levels during business hours (7AM-10PM)	65dbA	70dbA	75dbA	90dbA
Noise levels during quiet hours (10PM – 7AM)	45dbA	60dbA	65dbA	70dbA
No smoke, radiation, vibration or concussion, heat or glare shall be produced that is perceptible outside a building and no dust, fly ash or gas that is toxic, caustic or obviously injurious to humans or property shall be produced.	☑	☑		
No smoke or particulate matter shall be produced that is a number I or darker on the Ringelmann chart	☑	☑	☑	
Dust, fly ash, radiation, gases, heat, glare or other effects shall not be produced which are obviously injurious or damaging to humans or property beyond the property line;	☑	☑	☑	☑
Vibration or concussion which is perceptible without instruments at the property line shall be prohibited	☑	☑	☑	
Lighting measured at the property line adjacent to right-of-way	1.0 FC	1.5 FC	1.0 FC	1.0 FC
Lighting measured at the property line adjacent to residential uses	0.1 FC	0.5 FC	0.1 FC	0.1 FC
Lighting measured at the property line adjacent to the same or more intense zoning districts	1.5 FC	2.0 FC	2.0 FC	2.0 FC

5.03 Conservation Pattern

A. **Design Objective.** Residential lots and buildings may be arranged around an open space system that will preserve greater amounts of intact open and natural spaces or agricultural uses that are designed as focal point of the neighborhood design and community amenity.

B. **Applicability.** The conservation pattern is appropriate in more remote areas, and specifically is eligible in the A or R-1 zoning districts. It requires a planned development application as outlined in Section 2.04.

C. **Density Bonus.** The base density and open space required shall be based on a typical and practical layout according to the underlying zoning district (A, R-1, or E). The following density bonus may be granted based on the amount of ~~additional~~ total intact open space to be preserved in the plan. The "bonus" units shall not require additional open space, other than the space specified in Table 5-5.

Table 5-6: Conservation Design Density Bonus

Total Project Area Preserved As Open Space [Natural Open Space, Agriculture Preservation, Park or Trail]	*Bonus Units Above Base Density*
15% - 20%	0 (but smaller lots permitted)
21% to 30%	15%
31% to 40%	35%
41% to 50%	60%
51% to 60%	100%
>60%	TBD by Planning Commission or City Council based on plan (between 100% and 200%)

D. **Lot Sizes & Building Types.** The resulting density based on the plan after the density bonus is applied may be allocated in the developed portion of the project with the following building types. No combination of these building types may be used to allow more units than authorized by the density bonus. All other standards applicable to each building type in Table 5-1 shall apply within the developed portion of the plan.
1. Detached house – rural, estate, large, standard, reduced, small, or compact lot
2. Duplex / multi-unit house
3 Row house

E. **Open Space**. Open space shall meet the design criteria of Section 3.02 for Natural Open Space, Park, or Trail, or include prime farm land or other existing and productive agriculture lands designed to be a focal point and community amenity for the neighborhood. All lots shall have access to the public or common open space preserved as part of the plan within 1,000 feet, measured along pedestrian or trail routes.

a. Use ornamental architectural details complementary to the materials and architectural style, and use color and material changes associated with trim or massing elements along areas where there are no windows or doors.

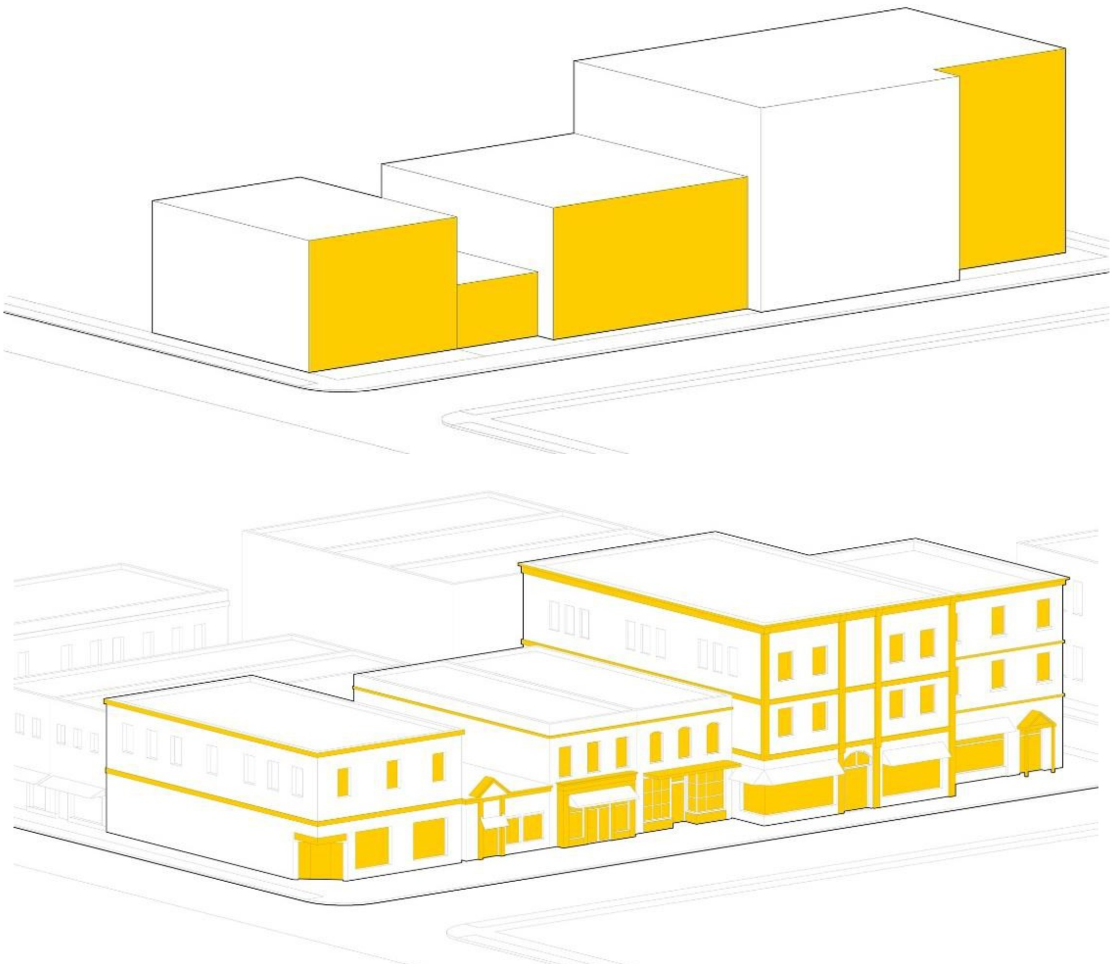

Figure 6-5 Massing & Modulation
Wall planes that exceed either the linear dimension limits or the square foot limits in Table ~~5-6~~ 6-5 wall plane limits shall be broken up by massing elements and/or architectural details. 6.03.B.3

2. *Primary Entrance Features.* Primary public entrances shall be clearly defined on all front facades with at least two of the following elements and be located at intervals specified in Table 6-4, Nonresidential Building Design:
   a. A single-story architectural emphasis such as raised parapets, gables, canopies, porticos, overhangs, pediments, or arches.
   b. Transom or sidelight windows that frame and emphasize the entry.
   c. Architectural details such as tile work and moldings, columns, pilasters, or other similar material changes.
   d. Recessed entryways of at least 3 feet from the main wall.
   e. Integral planters, seating, or wing walls associated with an entry court or plaza that integrates landscape and hardscape designs.

a. On-street parking on public streets or through access drives according to the standards in 3.01.

3. All required parking areas shall be used solely for parking of vehicles ~~in operating condition~~ in compliance with Section 7-36 (h) of the Fort Lupton Municipal Code for patrons, occupants or employees of the use, unless specifically authorized otherwise by provisions in this code. it shall be unlawful to create and allow new parking areas or to create storage areas for any vehicle outside of an enclosed structure on an off street unimproved surface or create access to and from public rights-of-way without an approved access permit and surface as approved by the Public Works Director.
4. All parking and access areas shall be designed to adequately address drainage and runoff, including curb, gutters and inlets, or any other drainage strategy approved by the Public Works Director to support best management practices to minimize runoff and encourage infiltration of storm water.
5. All off-street parking areas and driveways shall be graded and paved with an all-weather material meeting the Public Works Standards and Specifications Manual. These materials may include gravel, road base, asphalt, concrete or other material as approved by the Public Works Director so long as all other parking requirements are met.
6. All off-street parking spaces in parking lots shall be outlined painted stripes or other similar markings on the surface, except for parking lots with under 10 parking spaces
7. All non-parking spaces, such as loading zones, emergency and drive-through lanes, or spaces in front of doorways and entrances shall be clearly differentiated from parking.

7.04 Loading Areas

A. **Loading Requirements.** In mixed-use, commercial, or industrial districts, off-street loading shall be required as indicated in Table 7-9, Loading Areas.

1. The number and size of spaces may be revised based on the operating characteristics of the particular use and determined through site plan review.
2. Loading areas shall be located on a remote portion of the building and site or internal to the block and buffered by other buildings wherever possible.
3. Loading areas and activities shall not interfere with the use of walkways, drive aisles, stacking areas, internal access streets or public streets.
4. Loading shall be screened from public streets or adjacent residential areas in a manner that best limits visibility and mitigates noise, according to the buffer types and design standards in Section 8.03.

Table 7-9: Loading Areas

Gross Floor Area	*Required Loading Area and Size*
Under 10,000 s.f	N/A, or may be shared per 7.05.B
10,001 – 25,000 s.f	1 space; 10' x 25'
25,001 – 40,000 s.f.	2 spaces; at least one of which is increased to 10' x 50'
40,001 or more s.f.	3 spaces, plus 1 for every 50,000 s.f. over 100,000; at least every third space shall be increased to10' x 50'

B. **Mixed Use Buildings or Districts.** In any area, project or zoning district designed to promote pedestrian activity, or for buildings and sites where more compact building and site design is required, alternate loading standards shall be permitted by the Director. Alternate loading standards may include sharing of loading spaces among multiple smaller tenants, using side

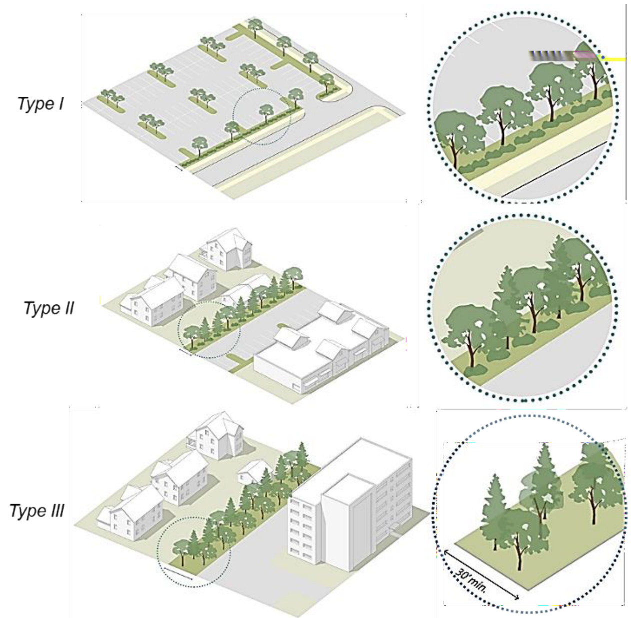

Figure 8-3 Buffer Types & Context
Application of the specific buffer type should be based on context and the adjacent site or projects.

A. **Buffer Locations.** Buffer types shall be required and applied as indicated in Table 8-3, Buffer Application.

Table 8-3: Buffer Application

Intensity of Adjacent Site	***Intensity of Proposed Development***			
	Low	***Medium***	***High***	***Very High***
Low	--	Type II	Type III	Type IV
Medium	Type II	--	Type II	Type III
High	Type III	Type II	--	Type II
Very High	Type IV	Type III	--	--
Use Intensity – Low	• *Residential:* detached house, multi-unit house, row house, and small-lot apartment types • *Nonresidential*: churches, schools, public and recreation, and similar community facilities			
Use Intensity – Medium	• *Residential*: medium- and large-lot apartment or apartment complexes • *Nonresidential:* neighborhood retail (under 3K s.f.), or office uses (under 2 stories),artisan or small manufacturing (under 10K), or similar uses that do not operate between 10PM and 7AM			
Use Intensity – High	• *Nonresidential*: general commercial uses that may be larger scale (over 3K), light manufacturing or other higher intensity uses that operate beyond 10PM			
Use Intensity – Very High	• *Nonresidential:* heavy commercial uses (over 100K s.f.) or uses with significant outside activity or storage, or heavy industrial and manufacturing uses			
Other Applications	Parking areas within 20 feet of any public street or through access drive shall have a Type I buffer Any lots ~~that back~~ adjacent to a collector or arterial street shall require a Type III buffer, which may be incorporated into the right-of-way landscape. (See Sections 3.01 and 3.02 for more effective and efficient ways to design blocks and lots in association with street networks and open spaces.) Any lots adjacent to a highway or expressway shall require a Type IV buffer for residential and Type III buffer for nonresidential			

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1. *Permit.* A permit requiring conformance with these standards shall be required for:
   a. All new fences or walls; and
   b. All repairs or replacement of existing fences more than 50% of the fence or 50 feet, whichever is less.
   c. A fence may only be permitted in the right-of-way or public easement, subject to a revocable permit issued by the city. Fences in private easements may be permitted subject to the conditions of the easement, at the property owners risk, and any other conditions on the permit requiring the applicant to assume liability for the fence.

2. *Height & Location.* Fences for individual property shall be located according to Table 8-6: Fence Height and Location.

Table 8-6: Fence Height and Location

	Residential	*Commercial & Industrial*
Front	▪ 3' high if solid ▪ 4' high if at least 50% open	▪ 3' high if solid ▪ 4' high if at least 50% open
Side & Rear	▪ 6' if behind the front building line	▪ 8' if behind the front building line
Setbacks	▪ All fences shall be at least 18 inches from any public sidewalk, except front fences meeting the front fence design standards may be built on the property line even if abutting a sidewalk.	
Generally	▪ Ornamental enhancements associated with an entry or gateway may be up to 8' high. ▪ All fences or walls located along adjacent lot lines shall be constructed so that either: o The face of the fence is on the property line, with the finished side facing outward; or o The face of the fence is at least 3 feet from the property line. Any areas set back 3 feet or more from the property line, which could become enclosed by other similarly located fences or walls, shall provide at least one gate for access and maintenance equipment. ▪ Fences or walls outside of required setbacks (i.e. in the buildable envelope),and behind front building line can exceed height limits, but may be limited by building codes or other public health and safety standards. ▪ Height includes any retaining wall or berm the fence is built on; however, the Director may grant exceptions where for fences in conjunction with a berm or wall where they equally or better serve the intent and design objectives of this Article. ▪ On reverse corner lots, the fence on the street side yard and adjacent to the front yard of the abutting lot shall meet the front fence standards, or otherwise be located no more than 10' in front of the front building line of the adjacent lot	

3. *Perimeter Fences.* Any fence designed as part of a perimeter fence for multiple properties, as part of a landscape buffer, or any expanse longer than 100 feet and within 30' of a collector or arterial, shall meet the following standards:
   a. All fencing shall be softened with landscape materials on the street side of fences meeting the buffer standards of Section 8.03.
   b. Expanses of over 300' shall be broken up by either:
      (1) Offsets of at least 3 feet on 1/3 of the length for every 300 foot span; or
      (2) Ornamental designs on at least 1/2 of every 300 foot span space that is at least 75% open (i.e. wrought iron) and includes architectural pillars or posts (i.e. stone, or masonry) at least every 50 feet.
      (3) The Planning Director may grant exception for fences in the I-2 zone district.

4. *Sports and Recreation Fences*. Fences for sports and recreation facilities, or for any other similar public facility, may be up to 10 feet generally; or up to 14 feet for tennis courts if at least 50% open above 7 feet high; and taller to serve the functional need for

5. *Materials.* All fences and walls shall be made of the following:
    a. Decorative iron;
    b. Masonry;
    c. Wood;
    d. Chain-link/woven wire, except prohibited for any front fence;
    e. Vinyl;
    f. Pipe, limited to industrial districts and only if painted and maintained;
    g. Barbed wire, limited to the side or rear of commercial and industrial fences and only if all portions of barbed wire are above 6 feet high; or
    h. Electrical fences are only permitted for agriculture uses in the A district.

6. *Construction Fences.* Temporary fences for construction may be up to 10 feet or as otherwise specified in construction permits.

7. *Drainage Easements.* No fence shall be constructed which could impede the flow of drainage waters. All fences must be installed in a manner that will not constrict the water flow planned for proper drainage of the lots in a subdivision.

8. *Sight Distances.* All fences, walls or screening shall be located out of the sight distances in Section 3.01.D.2, Sight Distances, or otherwise limited to no more than 3 feet high in these areas.

9. Fence and Wall Maintenance. Dangerous fences, dilapidated fences, fences in disrepair or unsightly fences (including fences with missing or broken slats, sections or posts, or leaning more than fifteen [15] degrees from upright) and such other fences causing traffic sight hazards shall be repaired or removed at the owner's expense as so ordered by the City Officials.

B. **Alternative Compliance**. Alternative compliance to the fence and wall standards established in Section 8.05, may be authorized according to the process and criteria in Section 2.07, Alternative Compliance.

8.03 Outdoor Lighting

A. **Design Objectives.** Exterior lighting of sites and buildings shall meet the following design objectives:

1. Provide safety and security in publicly accessible areas.
2. Create comfort and ambiance with softer and warmer lighting in gathering spaces, social places, and pedestrian-oriented streetscapes.
3. Accent the architectural features buildings, gateways or other portions of sites visible from the streetscape or other public spaces.
4. Design the appropriate scale of light considering pedestrian-oriented or vehicle-oriented portions of sites.
5. Limit glare or other impacts that site lighting could have on adjacent sites with the appropriate design, location and type of fixture, and based on the context of the area.
6. Reinforce the unique character of particular areas with the types and style of lighting fixtures.
7. Develop energy efficient lighting strategies in balance with other site lighting objectives.

B. **Mounting Height.** All exterior lighting shall be limited to the mounting heights specified in the following table:

Table 8-9: Maximum Light Mounting Height	
Driveways and Parking Areas	▪ 24' in residential districts; or within 30' of any street; or within 100' of a residential use or residentially zoned property. ▪ 35' in all other districts or situations.
Pedestrian Walkways, Plazas or Courtyards, and Pedestrian-oriented Streetscapes	▪ 16'
Facade Lights	▪ Below the eave or cornice line, provided the light is directed downward or otherwise designed and located to limit up lighting beyond the facade.
Other Site Lighting	▪ 12' nonresidential; ▪ 7' residential
Building Mounted Security Lights	▪ May be mounted at heights required to provide adequate security provided all efforts be made to mitigate off-site impacts including dimmers, timers, sensors, shields or other technology.
General	▪ All light poles shall be setback from the property at least 3', or at least 1/3 of the height, whichever is greater.

C. **Performance Standards.** In addition to the height and location standards, exterior site lighting shall meet the following performance standards:

1. All exterior fixtures shall be fully shielded and installed so that the direct illumination shall be confined to the property boundaries of the source, except for ornamental lights below 2,400 lumens.
2. The location, height, and fixture shield shall prevent light spread or glare onto any adjacent property or any public right-of-way, other than building mounted lighting on street-front buildings.
3. Lighting shall be designed to meet the functional and security needs of the site, without adversely affecting adjacent properties. Performance and operational characteristics such as dimming interfaces or timers that reduce lights to minimal security levels for off hours should be used.
4. All facade lighting and other externally illuminating lights shall use shielded, directional fixtures, designed and located to minimize uplighting and glare. Decorative lighting, such as lanterns and wall sconces, which may be allowed as long as the fixtures, do not exceed 2,400 lumens and do not emit light directly upward.
5. The style of light standards and fixtures shall be consistent with the style and character of architecture proposed on the site and building.
6. Lighting plans shall demonstrate compliance with industry standards and guidelines for environmental and energy performance, including the fixture types, light source, and energy source.
7. A photometric plan prepared by a qualified professional may be required by the Director for large-scale uses or where certain compatibility and adjacency issues exist as a result of anticipated lighting.

D. **Alternative Compliance.** Alternative compliance to the lighting standards established in Section 8.06, may be authorized according to the process and criteria in Section 2.07, Alternative Compliance.

3. No light source shall cause any glare, movement or other distraction to traffic.
4. Exposed incandescent, neon or other tube lighting shall be limited to window signs mounted to the inside of the building, or as an accent of less than 10% of the sign area of other signs.
5. Signs within 200 feet and visible from any property used for single-family or two-family residential shall not be internally or directly illuminated between the hours of 11:00 PM and 6:00 AM.

9.01 Standards for Specific Signs

The standards in this section are supplemental standards, in addition to the general standards in Tables 9-1 and 9-2 and applicable to specific sign types.

A. ***Monument Signs***. Monument signs are subject to the following additional limitations:
1. Monument signs shall be located within a landscape area at least 3 feet in all directions from the base of the sign.
2. ~~Monument signs shall have a base at least 75% of the width of the widest part of the sign.~~ The base shall not count as part of the sign area provided it contains no messages or other component of the sign and is otherwise integrated into the site as a landscape feature.
3. All monument signs and bases shall be constructed with durable, quality materials that complement the building and other site elements in terms of material, colors, and ornamentation.
4. All monument signs shall be accompanied by a landscape plan that integrates the sign area into the overall site, softens the view and appearance of the structural elements, and otherwise improves the view of the sign and property from the streetscape.

B. ***Wall Signs***. Wall signs are subject to the following additional limitations:
1. Signs attached to a building shall not extend vertically above the highest portion of the wall plane of the facade it is mounted on or the roofline, whichever is less. No portion of a building wall may be built above the roofline, that serves no other structural or architectural purpose, other than to mount a sign or expand the sign area allowance.
2. Signs attached to a building shall not project more than 12 inches off the surface it is mounted on unless specifically exempt from this limit by this Article.
3. Wall signs may project from and be perpendicular to the wall provided:
   a. Only one projecting sign is permitted per building
   b. The sign is no larger than 24 square feet.
   c. Each sign face counts to the wall sign allowance.
   d. The sign projects no more than 5 feet from the wall and is at least 8 feet above grade.

C. ***Temporary Signs***. Temporary signs are subject to the following additional limitations:
1. Any temporary sign shall be placed with the permission of the property owner, and it is the responsibility of the person placing the sign and the property owner to ensure the sign meets all standards and is removed when the applicable display time limit has expired.
2. Temporary signs shall not be illuminated or painted with a light-reflecting paint.
3. Temporary signs shall be constructed of rigid material, designed to resist quick deterioration from the elements, and securely anchored so as not to pose a distraction or hazard to drivers. Non-rigid materials (such as banners) shall be secured by a support or frame to avoid distraction of flapping.
4. No temporary sign shall be displayed for more than 120 consecutive days, without 30 days intervening.

5. The period of time when a property has more than two temporary signs displayed shall not be more than 90 days in a calendar year.
6. Relocation of a temporary sign, removal of the sign for a short period, or removal and replacement with a substantially similar sign does not expand the time period for the temporary sign.
7. The Director may require the removal of any temporary sign that pertains to an expired event or refrain from enforcement any temporary sign related to an event that has been unexpectedly extended beyond the control of the owner.

D. *Multi-tenant Buildings and Sites.*

1. All signs for multi-tenant buildings or sites shall require a Sign Plan and Permit approved by the Director according to these standards and criteria.
2. The sign plan shall demonstrate coordination of all signs on the building, allow sufficient flexibility for the replacement of signs or new tenants without the need for a new sign plan, unless a completely new sign design concept is proposed for the entire building or site.
3. The wall sign allowance may be apportioned to any tenant with a separate exterior entrance. In the case where all tenants share a common entrance the wall sign allowance may be apportioned to no more than two signs per facade.
4. The monument sign allowance for the building(s) and site shall meet the standards of 9.06.A, however the copy within the allowed sign may be apportioned to multiple tenants.
5. The Director shall consider the intent of this Article and the objectives of the Design Guidelines in Section 9.07 in approving a Sign Plan and Permit. Deviations from the specific design guidelines or standards may be only approved through the procedures and criteria in Section 9.08, Alternative Compliance.

E. ***Gateway Signs.*** Larger commercial properties and residential neighborhoods may be permitted gateway signs as provided in this section.

1. *Nonresidential Gateway Signs.* Nonresidential projects, through an Alternative Compliance sign plan, may allocate the allowed freestanding sign allowance to a gateway sign subject to the following:
   a. Gateway signs shall meet the monument sign standards.
   b. Maximum height shall be no more than 16 feet.
   c. Gateway signs shall be set back from the lot or parcel line at least 10 feet, or at least the same as its height, whichever is greater.
   d. Maximum area shall be no more than 200 square feet per sign.
   e. No more than two gateway signs per entrance and one per corner at the intersectin of two perimeter streets.
   f. Gateways signs shall be located at least 200 feet from any other freestanding sign, except for matching gateway signs on either side of an entrance.
   g. Gateway signs shall be located on the site of the nonresidential use, or in a common area owned and controlled by a property or business association of the nonresidential uses, provided there is a business or property owners association to ensure on-going maintenance of the sign and landscape.

2. *Residential Gateway Signs.* Residential projects ~~with more than 20 lots or more than 5 acres~~ may be allowed a gateway sign subject to the following standards:
   a. All residential gateway signs shall be monument signs, no higher than 8 feet, unless incorporated into an accessory ~~structure~~ feature that is part of the landscape design.
   b. Gateway signs shall be limited to no more than 2 per entrance from a collector or arterial street, provided the entrances are separated by at least 300 feet.
   c. Gateway signs shall be limited to:
      (1) ~~24~~ 48 square feet for entrances on a collector street;

Open Space, Private or On-lot. An outdoor area not intended for habitation, directly adjoining a dwelling unit or building, which is intended for the private enjoyment of the residents or occupants of the adjacent dwelling unit or building and which is defined in such a manner that its boundaries are evident. Private or on-lot open space may include lawn area, decks, balconies, and/or patios.

Open Space, Required. That portion or percentage defined by the zoning standards of a lot required to be open and unobstructed. The area must not be covered by any structure or impervious surface, such as sidewalks or driveways, with the exception of required amenities, identity features, or useable open space required pursuant to this code.

Open Space, Usable. That portion of a lot or site available to all occupants of the building or site for recreational and other leisure activities that are customarily carried on outdoors.

Ornamental Tree. A deciduous tree planted primarily for its ornamental value or for screening and which will typically be smaller than a shade tree approximately 15 to 25 feet in height.

~~Outlot~~ Tract. A parcel or parcels of land designated on a plat and intended to be further subdivided before development at some point in the future, but which may be initially created under single ownership through a subdivision process.

Parcel. A unit or contiguous units of land in the possession of, or recorded as the property of one person, partnership, joint venture, association or corporation, or other legal entity.

Park. Any dedicated and accepted public or private land available for recreational or scenic purposes.

Patio/. A paved area, open to the sky, adjacent to a dwelling.

Porch. A roofed or unroofed open structure projecting from the front, side or rear wall of a building.

Portable Sign. A sign that is not permanently affixed to a building, structure or into the ground, except A-frame signs and footed vertical signs.

Primary Entrance. The entrance to a building or structure which is intended to be the main pedestrian or public entrance and which shall typically be located on the front of the building or structure, and therefore includes enhancements and human-scale details to show the priority and importance of the space to the public.

Principal Building, Structure or Use. A primary permitted building, structure or use of land as specified in the district regulations of this Chapter, other than an accessory building, dwelling or use or special use.

Protective Oversight. Guidance of a resident of a personal care boarding home as required by the reasonable needs of the resident, including the following: being aware of a resident's general whereabouts, although the resident may travel independently in the community; monitoring the activities of the resident while on the premises to ensure his or her health, safety and well-being, including monitoring of prescribed medications; reminding the resident to carry out daily living activities; and reminding the resident of any important activities, including appointments.

Replacement Value. The amount it would cost to replace a structure or restore a site to its previous condition considering all aspects of the investment at their current market costs. This amount may be based on estimates or where discrepancies exist the average of three independent estimates, in the sole discretion of the City.

Shade Tree. A large woody plant, usually deciduous, that normally grows with one main trunk and has a mature height at least 30 feet, a canopy height above 12 feet, and screens and filters the sun.

Shrub. A woody plant which consists of a number of small stems from the ground or small branches near the ground and which may be deciduous or evergreen.

Sidewalk. A paved, surfaced or leveled area, paralleling and usually separated from the street, used as a pedestrian path.

Sign. Any advertisement, announcement or direction of communication produced in whole or in part by the construction, erection, affixing or placing of a structure, or produced by painting on or pasting or placing any printed, lettered, pictured, figured or colored materials on any building, structure or surface; provided, however, that signs placed or erected by the City or the State for the purpose of showing street names or traffic directions or regulations or for other municipal or government purposes shall not be included herein.

Street means a public thoroughfare, dedicated or deeded, for the purpose of providing a principal means of access to abutting property.

Street, Design Type. A reference to the design attributes of a specific segment of the street, regardless of the functional class, and including lane widths, number of lanes, parking, streetscape, and sidewalks. Street design types allow the design of segments of streets to transition and relate better to the context and anticipated abutting land uses, without disrupting the overall role of the street in the functional classification system.

Street, Functional Classification. A system of categorizing streets based on their role in the overall street network, considering traffic volumes, traffic speeds, and continuity of the street. These include arterial, collector, and local.

Street Frontage. The property line which abuts a public right-of-way.

Street Tree. A tree planted in close proximity to a street in order to provide shade over the street and to soften the street environment.

Streetscape. The scene that may be observed along a street, including both natural and non-natural components, including vegetation, buildings, paving, plantings, lighting fixtures and miscellaneous structures.

Structural Alteration. Any change in the support members of a building, such as bearing walls, columns, beams or girders.

Structure. Anything constructed or erected, including a fence, sign or building, with a fixed location on the ground.

Substantially Commenced Construction. Underground municipal utilities or building foundations have been completed.

Temporary. For a limited period of time, i.e., not permanent.

Temporary Sign. A sign allowed by permit (except an A-frame sign or a footed vertical sign), which is not intended as a permanent sign and which meets all the requirements of the sign code.

~~Tract~~.Outlot A parcel of land platted in a subdivision for a specific purpose, which shall be shown on the face of the plat. Specific purposes may include, but are not limited to, drainage areas, stormwater detention or retention areas, parks, open space, or land areas reserved for other public facilities

Summary

The Fort Lupton Development Code became effective on July 16, 2022. Upon adoption, it was determined that within six months of the Development Code going into effect, revisions to Chapter 16 – Fort Lupton Development Code, and the amended Official Zoning Map that may change the character or intent as approved by this Ordinance shall be considered by City staff, Planning Commission, and City Council to address issues identified during its implementation.

Specific changes to note are:

- Addition of the Concept Plan procedure to Table 2-1 and the addition of a corresponding section that further details a procedure for Concept Plans. (2.02 D)
- Addition of the Comprehensive Plan Amendment procedure to Table 2-1 and the addition of a corresponding section that further details a procedure for Comprehensive Plan Amendments. (2.14)
- Changes to the timing and location of a Neighborhood Meeting. (2.01 D)
- Changes to the criteria for an Administrative Site Plan. (2.05)
- Changes to the criteria for a Site Plan. (2.06)
- Correction of Manufacturing and Industrial Services types to match definition of uses. (Table 4-1)
- Addition of Storage and Warehousing as a Special Use Permit to the C-2 and I-1 Zone Districts. (Table 4-2)
- Changes to the criteria of the height for Ground Mounted accessory uses in Renewable Energy Facilities. (4.03 D)
- Correction of density bonus, from “additional” to “total” (5.05 C)
- Removal of maximum secondary building size (Table 6-2)
- Reincorporating specific language from the previous parking standards in the Municipal Code into new parking design standards (7.04 E)
- Reincorporating specific language from the previous fencing standards in the Municipal Code into Section 8.05
- Changes in criteria for monument and residential gateway signs
- Repeal and replacement of Section 10.01.

RESOLUTION NO. P2023-005

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF AMENDMENTS TO CHAPTER 16 – FORT LUPTON DEVELOPMENT CODE

WHEREAS, the Fort Lupton Development Code ('the Development Code') was adopted on July 16, 2022;

WHEREAS, after implementation, revisions to Chapter 16 – Fort Lupton Development Code that may change the character or intent as approved shall be considered by City staff, Planning Commission, and City Council to address issues identified during its implementation, and subsequent changes shall be considered periodically following the initial implementation revisions; and

WHEREAS, the Planning Commission has reviewed the proposed amendments to the Development Code, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, on July 27, 2023, the Fort Lupton Planning Commission held a public hearing to consider a recommendation on the adoption of amendments to the Fort Lupton Development Code, and has taken into consideration all supporting information, evidence and any testimony in response to the application;

NOW THEREFORE BE IT RESOLVED, the Planning Commission hereby recommends approval of the proposed amendments to Chapter 16 – Fort Lupton Development Code as set forth in Exhibit A, attached hereto and fully incorporated by reference subject to the following conditions:

1. The Planning Director may approve additional minor changes to the Development Code and the amended Official Zoning Map that do not change the character or intent as approved by this Resolution.

DONE THIS 27th DAY OF JULY 2023 BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.

____

Chairperson

ATTEST:

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Planning Director

THIS RESOLUTION WAS APPROVED ON JULY 27, 2023 HOWEVER SIGNATURES WERE NOT COLLECTED PRIOR TO CITY COUNCIL MEETING

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
July 27, 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 6:00 PM

ROLL CALL

Commissioners Present: Chair Mike Simone, Members Kathy Kvasnicka, Thomas Holton, and Jimmy Dominguez. Vice-Chair Bushrod White arrived at 6:03 PM

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

APPROVAL OF AGENDA

Thomas Holton moved to approve the agenda, Kathy Kavasnicka seconded.

CONSENT AGENDA

Thomas Holton moved to approve the consent agenda and Kathy Kvasnicka seconded.

PUBLIC COMMENT

There were no public comments.

ACTION ITEMS

P2023-005 Development Code Amendment

City Planner Magaly Morales-Tejada introduced the action item for reviewal and recommendation of the Development Code Amendment for City Council. Items from the Code that were addressed were:

- Addition of the Concept Plan procedure to Table 2-1 and the addition of a corresponding section that further details a procedure for Concept Plans. (2.02 D)
- Addition of the Comprehensive Plan Amendment procedure to Table 2-1 and the addition of a corresponding section that further details a procedure for Comprehensive Plan Amendments. (2.14)
- Changes to the timing and location of a Neighborhood Meeting. (2.01 D)
- Changes to the criteria for an Administrative Site Plan. (2.05)
- Changes to the criteria for a Site Plan. (2.06)
- Correction of Manufacturing and Industrial Services types to match definition of uses. (Table 4-1)
- Addition of Storage and Warehousing as a Special Use Permit to the C-2 and I-1 Zone Districts. (Table 4-2)
- Changes to the criteria of the height for Ground Mounted accessory uses in Renewable Energy Facilities. (4.03 D)
- Correction of density bonus, from “additional” to “total” (5.05 C)
- Removal of maximum secondary building size (Table 6-2)

- Reincorporating specific language from the previous parking standards in the Municipal Code into new parking design standards (7.04 E)
- Reincorporating specific language from the previous fencing standards in the Municipal Code into Section 8.05
- Changes in criteria for monument and residential gateway signs
- Repeal and replacement of Section 10.01.

Development Review Engineer David Rausch addressed the changes for the repeal and replacement of Section 10.01 to follow the current format of FEMA in order for the City to maintain in compliance with regards to the requirements and regulations of floodplain management.

There was discussion concerning the adoptions of regulations to the municipal code when there are changes enforced by FEMA.

Mr. Rausch addressed those concerns.

PUBLIC COMMENT

Chair Simone opened to public comments at 6:31 PM.

Brandon from 733 Beth addressed the commissioners about his positive interactions with staff, and his appreciation for the readability of the current code.

Chair Simone closed the public comments section at 6:32 PM and opened up for Commissioners comments.

Commissioner Holton moved to approve P2023-005 Development Code Amendment, Commissioner White seconded.

Motion passed unanimously.

DISCUSSION ITEMS

There were no discussion items.

FUTURE BUSINESS

The next meeting of the Planning Commission will be on August 10, 2023 at 6:00 PM.

ADJOURNMENT

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

Chair Simone adjourned the meeting at 6:36 PM.

Submitted by

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Hailey McKay, Planning Administrative Assistant

Approved by Planning Commission

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Mike Simone, Chair

Fort Lupton
COLORADO

Upcoming Events

August 25, 2023	Summer Concert Series – Kelsie Jo & the Wildcards Fort Lupton Library, 425 Denver Ave. 6 p.m.
August 30, 2023	Spaghetti Dinner, Fort Lupton Recreation Center 203 S. Harrison Ave. 5 p.m. – 8 p.m.
September 8, 2023	28^{th} Annual Trapper Days Golf Tournament
September 9, 2023	Tomato Festival Trapper Days