



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, November 21, 2023
6:00 PM
130 South McKinley Avenue

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

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

Call to Order

Pledge of Allegiance

Roll Call

Persons to Address Council - This portion of the Agenda is provided to allow members of the audience to present comments to the City Council. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement or your question may be directed to the appropriate staff member for follow-up. Please limit the time of your comments to three (3) minutes - Mayor Hubbard

a. Recognition of Police Officer

Approval of Agenda

Review of Accounts Payables

a. November 21, 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. November 7, 2023 City Council Meeting Minutes

b. AM 2023-162 Accepting a Proposal from Commercial Fitness Solutions to Purchase Cardio Equipment for the Recreation Center for an Amount Not to Exceed \$28,121.00, Allocated from the Recreation Center Fund's Capital Expenditures

c. AM 2023-163 Approving the Resolution Ratifying the Reappointment of Eugene Reynolds as a Member of the Fort Lupton Urban Renewal Authority to Serve as the Business Representative for a Term Expiring December 31, 2028

d. AM 2023-164 Approving the Resolution Ratifying the Reappointment of Gary Montoya as a Member of the Fort Lupton Urban Renewal Authority to Serve as a Resident Representative for a Term Expiring December 31, 2028

e. AM 2023-168 Authorize the Mayor's Signature on Amendment 5 to the Jacobs contract

f. AM 2023-169 Adopting an Ordinance Accepting the Right of Way Dedication from Anna Marie Taylor and George Paul Taylor Along College Avenue and County Road 12 for the Taylor Minor Subdivision

g. AM 2023-171 Accepting a Proposal from Sweet Roofing LTD to Provide for Construction Observation and Reroof Buildings for the Public Works Shop for an Amount Not to Exceed \$99,365.00 Allocated from the General Fund Public Works Shop 2024 Budget

h. AM 2023-172 Approving a Resolution Ratifying the Appointment of Certain Nominees to the Board of Trustees of the High Plains Library Board

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 2023-166 Approving a Resolution Accepting the Coyote Creek PUD Filing No. 5 Preliminary Plat

Action Memorandum

- a. AM 2023-167 Approving a Resolution Accepting the Coyote Creek PUD Filing No. 5 Final Plat
- b. AM 2023-165 Adopting an Ordinance Accepting the Real Estate Purchase Agreement for Purchase of the Property Located at 1025 1st Street, Fort Lupton, Colorado, known as the Fort Lupton Veterinary Clinic, in the Amount of \$460,000 Allocated from the 2024 Police Department Capital Expenditure Budget
- c. AM 2023-170 Approve Award of Contract with HCL Engineering & Surveying, LLC for Survey Services for the 14th Street Drainage Survey Project for an Amount Not to Exceed \$44,980.00 from the Storm Drainage Enterprise Fund- Plans and Studies

Staff Reports

Mayor/Council Reports

Future City Events

- a. November 21, 2023 Upcoming Events

Upcoming Meetings

- a. November 28, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
December 5, 2023 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
December 12, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
December 19, 2023 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 11/08/2023 - 11/21/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Golf Course-Golf Course						
000024	ACE HARDWARE OF FORT LUPTON	11/14/2023	Regular	0.00	543.04	86247
101237/1	Invoice	11/01/2023	GOLF-JIGSAW BLADE-MAINT	0.00	16.99	
101242/1	Invoice	11/01/2023	GOLF-PAINTING SUPPL/FLOODLIGHT-MAI...	0.00	329.13	
101255/1	Invoice	11/01/2023	GOLF-PAINT SUPPLIES-MAINT	0.00	37.56	
101362/1	Invoice	11/01/2023	GOLF-DISHSOAP, FASTENERS-MAINT	0.00	10.49	
101376/1	Invoice	11/02/2023	GOLF-FASTENERS-MAINT	0.00	23.63	
101410/1	Invoice	11/06/2023	GOLF-CAULK, SEALER-MAINT	0.00	57.71	
101418/1	Invoice	11/06/2023	GOLF-CAULK-MAINT	0.00	23.97	
101428/1	Invoice	11/07/2023	GOLF-PAINT SUPPLIES-MAINT	0.00	43.56	
000183	CALLAWAY GOLF SALES COMPANY	11/14/2023	Regular	0.00	2,268.41	86248
20459OCT23	Invoice	11/01/2023	GOLF-FINANCE CHARGES FOR AUG-OCT 2...	0.00	35.00	
936596308	Invoice	11/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	2,153.61	
9368300826	Invoice	11/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	79.80	
003401	CLUB PROPHET SOFTWARE, LLC	11/14/2023	Regular	0.00	710.00	86249
INV1812888	Invoice	11/01/2023	GOLF-SOFTWARE MONTHLY FEES-PRO SH...	0.00	710.00	
000636	JC GOLF ACCESSORIES	11/14/2023	Regular	0.00	740.41	86250
SI190942	Invoice	11/01/2023	GOLF-IMPRINTED PENCILS-PRO SHOP	0.00	740.41	
001913	LUXOTTICA OF AMERICA, INC	11/14/2023	Regular	0.00	537.04	86251
6916622046	Invoice	11/01/2023	GOLF-MERCHANIDSE-PRO SHOP	0.00	537.04	
000795	MILE HIGH TURFGRASS, LLC	11/14/2023	Regular	0.00	1,316.00	86252
10951	Invoice	11/01/2023	GOLF-CHEMICALS-MAINT	0.00	1,316.00	
000862	O'REILLY AUTO PARTS	11/14/2023	Regular	0.00	141.91	86253
4489-496920	Invoice	11/01/2023	GOLF-BLUE TL, GALGEAR LUBE-MAINT	0.00	49.97	
4489-498092	Invoice	11/06/2023	GOLF-ANTIFREEZE, GEAR LUBE,FLUSH-MA...	0.00	91.94	
000913	POTESTIO BROTHERS EQUIPMENT	11/14/2023	Regular	0.00	119.67	86254
12434K	Credit Memo	07/05/2023	GOLF-MOWER REEL/PARTS CREDIT-MAINT	0.00	-476.79	
47112P	Invoice	11/01/2023	GOLF-PARTS-MAINT	0.00	219.70	
82046C	Invoice	09/01/2023	GOLF-PINION/IDLER GEAR-MAINT	0.00	376.76	
000931	R & L TIRES	11/14/2023	Regular	0.00	55.00	86255
50845	Invoice	11/02/2023	GOLF-CAR MAINTENANCE-MAINT	0.00	55.00	
000933	R&R PRODUCTS INC	11/14/2023	Regular	0.00	197.30	86256
CD2849229	Invoice	11/01/2023	GOLF-SEAL, LOCKNUT BEARING-MAINT	0.00	197.30	
000999	SHAMROCK FOODS COMPANY	11/14/2023	Regular	0.00	840.50	86257
29328303	Invoice	11/02/2023	GOLF-PREPACKAGED FOOD,CONDIMENTS...	0.00	840.50	
001638	WICKHAM TRACTOR CO	11/14/2023	Regular	0.00	37.16	86258
IE20523	Invoice	11/03/2023	GOLF-PARTS-MAINT	0.00	37.16	
000241	CITY OF FT LUPTON-UTIL INVOICE	11/14/2023	Regular	0.00	7,749.94	86259
110249001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-Golf	0.00	313.49	
110252001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-Golf	0.00	7,265.80	
110252101 OCT23	Invoice	10/31/2023	Water/Sewer Bill-Golf	0.00	125.26	
770214501 OCT23	Invoice	10/31/2023	Water/Sewer Bill-Golf	0.00	45.39	
001137	UNITED POWER	11/14/2023	Regular	0.00	3,711.17	86260
1194602 OCT 23	Invoice	11/01/2023	United Power	0.00	635.49	
1195001 OCT 23	Invoice	11/01/2023	United Power	0.00	2,859.42	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1195701 OCT 23	Invoice	11/01/2023	United Power	0.00	166.84	
19595600 OCT 23	Invoice	11/01/2023	United Power	0.00	25.71	
6601202 OCT 23	Invoice	11/01/2023	United Power	0.00	23.71	
000048	AIRGAS USA LLC	11/21/2023	Regular	0.00	19.03	86261
5503411933	Invoice	11/01/2023	GOLF-ACETYLENE, OXYGEN-MAINT	0.00	19.03	
000307	COMCAST CABLE COMM, LLC	11/21/2023	Regular	0.00	308.69	86262
0120790 NOV23	Invoice	11/06/2023	GOLF-INTERNET/PHONE SERVICE-PRO SH...	0.00	308.69	
002723	EAGLE ROCK COMPANY OF COLO	11/21/2023	Regular	0.00	197.20	86263
11938027	Invoice	11/13/2023	GOLF-BEVERAGES-PRO SHOP	0.00	77.00	
11955734	Invoice	11/13/2023	GOLF-BEVERAGES-PRO SHOP	0.00	120.20	
000567	HIGH COUNTRY BEVERAGE CORP	11/21/2023	Regular	0.00	574.75	86264
W-6652394	Invoice	11/13/2023	GOLF-BEVERAGES-PRO SHOP	0.00	574.75	
003197	MONTY LEE STEPHEN	11/21/2023	Regular	0.00	734.57	86265
111523	Invoice	11/15/2023	golf-Reimbur material for work on shed-pr...	0.00	734.57	
000931	R & L TIRES	11/21/2023	Regular	0.00	64.99	86266
50975	Invoice	11/14/2023	GOLF-CUSTOM WHL DISMOUNT, FIXED FL...	0.00	64.99	
000999	SHAMROCK FOODS COMPANY	11/21/2023	Regular	0.00	1,024.62	86267
29446358	Invoice	11/09/2023	GOLF-FOOD, CONDIMENTS, PREPACKAGE...	0.00	1,024.62	
001751	SPORTS TURF IRRIGATION	11/21/2023	Regular	0.00	1,138.00	86268
0110601-IN	Invoice	11/01/2023	GOLF-1.5' CASE ASSY-MAINT	0.00	1,138.00	
000246	SRIXON/CLEVELAND GOLF/XX10	11/21/2023	Regular	0.00	49.05	86269
7620604 CA	Credit Memo	10/01/2023	Golf-RTXZipcoreBKS-Pro Shop	0.00	-97.20	
7678827 SO	Invoice	10/19/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	75.00	
7679784 SO	Invoice	11/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	71.25	
001052	SWIRE COCA-COLA, USA	11/21/2023	Regular	0.00	405.08	86270
38489133007	Invoice	11/10/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	405.08	
001594	WILBUR-ELLIS COMPANY LLC	11/21/2023	Regular	0.00	1,105.00	86271
16159163 RI	Invoice	11/10/2023	GOLF-CIVITAS TURF-MAINT	0.00	808.00	
16159164 RI	Invoice	11/10/2023	GOLF-CHEMICALS-MAINT	0.00	297.00	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	48	25	0.00	24,588.53
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
	48	25	0.00	24,588.53

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Bank Code: Pooled Cash-Pooled Cash							
000031	ADAMSON POLICE PRODUCTS	11/14/2023	Regular		0.00	12.00	101349
INV404374	Invoice	11/01/2023	GF-SGT STRIPES ON 2 SHIRTS-PD		0.00	12.00	
000047	AIMS COMMUNITY COLLEGE	11/14/2023	Regular		0.00	1,806.00	101350
132	Invoice	11/02/2023	GF-C.CARSTENS EDUCATION ASSISTANCE-...		0.00	1,800.00	
231003	Invoice	11/03/2023	GF-BLS CARD-PD		0.00	6.00	
001327	ALTA PEAK ROLLOFFS LLC	11/14/2023	Regular		0.00	9,199.28	101351
3728	Invoice	11/01/2023	GF- 30 YARD ROLL OFF DUMPSTERS- PW		0.00	9,199.28	
003196	AMAZE HEALTH	11/14/2023	Regular		0.00	1,650.00	101352
INV-5141	Invoice	11/01/2023	GF-MONTHLY USER FEE-MISC		0.00	1,650.00	
001293	AMAZON.COM	11/14/2023	Regular		0.00	1,861.83	101353
171X-N74K-GLRY	Invoice	11/05/2023	GF-ADAPTER, MOUNT BRACKET, COLOR RI...		0.00	103.03	
1FP6-L7F6-G3L7	Invoice	11/05/2023	GF-OFFICE SUPP/PARTS-		0.00	438.55	
1NNP-47N1-GCCD	Invoice	11/06/2023	IT Amazon Orders		0.00	1,320.25	
003383	ASHLEY CALDWELL	11/14/2023	Regular		0.00	105.44	101354
110723	Invoice	11/07/2023	GF-TRAVEL EXPENSE REIMBURSEMENT-HR		0.00	105.44	
000108	AUSMUS LAW FIRM PC	11/14/2023	Regular		0.00	10,100.00	101355
8311	Invoice	10/01/2023	GF-PROSECUTING SERVICES-COURT		0.00	1,800.00	
8429	Invoice	11/01/2023	GF-LEGAL FEES- CITY ATTORNEY		0.00	6,500.00	
8434	Invoice	11/01/2023	GF-PROSECUTION SERVICES-COURT		0.00	1,800.00	
000136	BG'S JAPANESE DESIGNS	11/14/2023	Regular		0.00	12.00	101356
6612A	Invoice	11/03/2023	GF-EMBROIDERED LOGO-STREETS		0.00	12.00	
003415	BLUEBEAM INC	11/14/2023	Regular		0.00	400.00	101357
1753589	Invoice	11/01/2023	GF-SUBSCRIPTION REN 11/23-11/24-ENG		0.00	400.00	
000167	BRIGHTON FORD INC	11/14/2023	Regular		0.00	281.26	101358
363632	Invoice	11/01/2023	GF-DIAGNOSTIC/WIPER BLADES 2020 FOR...		0.00	281.26	
000182	CEM SALES & SERVICE INC	11/14/2023	Regular		0.00	29,924.42	101359
161584	Invoice	11/01/2023	Pool Slide Service		0.00	11,500.00	
16170	Invoice	11/01/2023	REC-POOL CHEMICAL FEED TROUBLESHOOT...		0.00	450.00	
161788	Invoice	11/01/2023	Pool Slide Pump/Motor		0.00	17,095.00	
161789	Invoice	11/01/2023	REC-POOL PUMP SLIDE-REC CENTER		0.00	879.42	
000241	CITY OF FT LUPTON-UTIL INVOICE	11/14/2023	Regular		0.00	34,621.02	101360
110035001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	1,093.45	
110221001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	437.95	
110222001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	387.05	
110251001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	943.64	
330025001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	170.65	
330031001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	589.75	
330045001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	153.19	
330092001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	119.65	
330166001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	173.25	
330920000 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	34.65	
550055501 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	159.99	
550057001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	549.63	
550057601 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	2,774.33	
550057701 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	3,662.65	
660092001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	435.90	
770109501 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	34.65	
770116501 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	509.25	
770229001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	979.08	
770229501 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	1,860.09	
770229601 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City		0.00	42.25	

Council Check Report

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
770231101 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City	0.00	133.48	
990004001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City	0.00	109.06	
990004101 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City	0.00	92.63	
990005001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City	0.00	319.73	
990006001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City	0.00	179.88	
990007001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City	0.00	255.99	
990008001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City	0.00	72.25	
990132001 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City	0.00	18,170.36	
999910000 OCT23	Invoice	10/31/2023	Water/Sewer Bill-City	0.00	176.59	
	Void	11/14/2023	Regular	0.00	0.00	101361
000307	COMCAST CABLE COMM, LLC	11/14/2023	Regular	0.00	533.36	101362
0116038 NOV23	Invoice	11/01/2023	REC-NOV 23 PHONE SERVICE	0.00	178.76	
0124495NOV23	Invoice	11/01/2023	CPR-CABLE SRVS 10/25-11/2, 2023-COM C...	0.00	141.00	
0147405NOV23	Invoice	11/01/2023	REC-PHONE/INTERNET-MUSEUM	0.00	213.60	
002961	DHM DESIGN CORPORATION	11/14/2023	Regular	0.00	6,162.50	101363
47579	Invoice	11/01/2023	GF- Splash Park Full Design -Parks	0.00	3,412.50	
47803	Invoice	11/01/2023	GF- Splash Park Full Design -Parks	0.00	2,750.00	
003360	ELITE SURFACE INFRASTRUCTURE	11/14/2023	Regular	0.00	1,500.00	101364
110723	Invoice	11/07/2023	UF-HYD METER DEP REFUND-UB	0.00	1,500.00	
003192	ENCO SYSTEMS INC	11/14/2023	Regular	0.00	47,834.00	101365
20185	Invoice	11/01/2023	GF-UPGRADE CHAMBER AUDIO SYSTEM-IT	0.00	47,834.00	
002674	HAYES POZNANOVIC KORVER, LLC	11/14/2023	Regular	0.00	13,014.00	101366
48935	Invoice	11/01/2023	WST-SEPT 2023 LEGAL FEES-WATER	0.00	6,849.00	
49128	Invoice	11/03/2023	WST-OCT2023 LEGAL FEES-WATER	0.00	6,165.00	
000588	ID EDGE INC	11/14/2023	Regular	0.00	316.80	101367
101338	Invoice	11/01/2023	REC-PRINTER RIBBON	0.00	316.80	
003101	LANGUAGELINE SOLUTIONS	11/14/2023	Regular	0.00	216.48	101368
11139236	Invoice	11/01/2023	GF-INTERPRETATION SERVICES-PD	0.00	216.48	
000714	LEGACY SCHOOL OF DANCE LLC	11/14/2023	Regular	0.00	924.00	101369
OCT23 DANCE	Invoice	11/01/2023	REC-OCTOBER 23 DANCE SCHOOL	0.00	924.00	
003281	MICHELLE MAGELSEN	11/14/2023	Regular	0.00	522.04	101370
110623	Invoice	11/06/2023	GF-MILEAGE-CITY ADMIN	0.00	522.04	
002195	MINUTEMAN PRESS	11/14/2023	Regular	0.00	221.75	101371
39142	Invoice	11/01/2023	GF-BUSINESS CARDS A. CUNNEY/G. HART-PD	0.00	93.98	
39143	Invoice	11/01/2023	GF-WINDOW ENVELOPES-COURT	0.00	127.77	
000865	OFFICE DEPOT	11/14/2023	Regular	0.00	632.46	101372
338495928001	Invoice	10/26/2023	GF-ENVELOPES-FIN	0.00	65.07	
338496657001	Invoice	10/26/2023	GF-OFFICE SUPPLIES-FIN	0.00	347.40	
338496658001	Invoice	10/26/2023	GF-BANKER'S BOXES-FIN	0.00	219.99	
000862	O'REILLY AUTO PARTS	11/14/2023	Regular	0.00	793.14	101373
4489-455624	Invoice	11/01/2023	GF-OIL/AIR FILTERS-STREETS	0.00	162.57	
4489-460754	Invoice	11/01/2023	GF-WIPER RESRVR, BRAKE FLUID, WIPR FL...	0.00	12.68	
4489-462111	Invoice	11/01/2023	GF-BUCKET, BRUSH, MICRO CLOTH-STREE...	0.00	57.76	
4489-463522	Invoice	11/01/2023	GF-BLUEDEF DRUM-PW SHOP	0.00	378.00	
4489-473221	Invoice	11/01/2023	GF-WIPER FLUID-PD	0.00	17.04	
4489-474428	Invoice	11/01/2023	GF-WIPER BLADES-PD	0.00	32.42	
4489-477568	Invoice	11/01/2023	GF-NITRILE GLOVES-STREETS	0.00	28.49	
4489-478129	Invoice	11/01/2023	GF-OIL/AIR FILTERS, OIL-ENG	0.00	83.12	
4489-478282	Credit Memo	11/01/2023	GF-OIL FILTERS RETURN-ENG	0.00	-5.92	
449-458593	Invoice	11/01/2023	GF-SUNSHADE, PROTECT WIPES-ENG	0.00	26.98	
001289	PAUL GROSSMAN	11/14/2023	Regular	0.00	150.20	101374

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
103023	Invoice	11/01/2023	GF-P. GROSSMAN MILEAGE, MEALS-PD	0.00	150.20	
000897	PETTY CASH-REC CTR	11/14/2023	Regular	0.00	215.91	101375
110323	Invoice	11/03/2023	REC-REIMBURSE PETTY CASH FUND NOV23	0.00	215.91	
000901	PLAINS EAST MECHANICAL SERVICES LLC	11/14/2023	Regular	0.00	15,681.75	101376
3975	Invoice	11/01/2023	GF-REPAIRS REC LOCKER ROOM-FAC	0.00	909.52	
3976	Invoice	11/01/2023	GF-PEARSON BATHROOM REPAIR/MAINT-...	0.00	1,023.60	
3977	Invoice	11/01/2023	HVAC City hall	0.00	7,346.28	
3978	Invoice	11/01/2023	GF-REPAIRS TO POLICE PD-FAC	0.00	325.00	
4038-1163	Invoice	11/01/2023	CPR-REPAIRS TO KITCHEN REFRIGERATOR-...	0.00	720.05	
4039-1165	Invoice	11/01/2023	GF-PUMP REBUILD-FAC	0.00	4,807.30	
4040-1167	Invoice	11/01/2023	REC-REPAIRS TO AC UNIT-REC CENTER	0.00	350.00	
4055-1168	Invoice	11/01/2023	GF-REPAIRS-FAC	0.00	200.00	
002265	QUADIENT FINANCE USA INC	11/14/2023	Regular	0.00	414.00	101377
80877446OCT23	Invoice	11/01/2023	GF-POSTAGE RECHARGES	0.00	414.00	
000931	R & L TIRES	11/14/2023	Regular	0.00	1,247.04	101378
50752	Invoice	11/01/2023	GL-TIRES, DISMOUNT/MOUNT, BALANCE-...	0.00	1,247.04	
000932	R & M SERVICES	11/14/2023	Regular	0.00	932.49	101379
10784	Invoice	11/01/2023	GF-TIRE REPAIR, BATTERY, WINDSHIELD P...	0.00	457.59	
10785	Invoice	11/01/2023	GF-BATTERIES/LABOR-PD	0.00	474.90	
003150	REDI SERVICES, LLC	11/14/2023	Regular	0.00	3,380.00	101380
0000057657	Invoice	11/01/2023	GF-OCT 23 RESTROOM SERVICES-PARKS	0.00	500.00	
0000057658	Invoice	11/01/2023	GF-OCT23 PORTABLE RESTROOM SERVICES..	0.00	250.00	
0000057659	Invoice	11/01/2023	CEM- OCT 23 PORTABLE TOILET SERVICE-	0.00	250.00	
0000057660	Invoice	11/01/2023	CPR-OCT23 PORTABLE TOILET SERVICES-C...	0.00	1,880.00	
0000057661	Invoice	11/01/2023	GF-OCT23 PORTABLE TOILET SERVICES-PA...	0.00	250.00	
0000057662	Invoice	11/01/2023	GF-OCT23 PORTABLE TOILET SERVICES-PA...	0.00	250.00	
000977	SAFEWAY/ALBERTSONS	11/14/2023	Regular	0.00	37.99	101381
163873 MAY23	Invoice	05/14/2023	LIB-CAKE,DANISH	0.00	37.99	
003155	SHIRTS BY CHA LLC	11/14/2023	Regular	0.00	360.15	101382
2397	Invoice	11/03/2023	GF-EMBROIDRY LOGO ON JACKETS-FAC	0.00	360.15	
001040	STERICYCLE	11/14/2023	Regular	0.00	66.92	101383
8004985394	Invoice	11/01/2023	REC-BIOHAZARD	0.00	66.92	
003219	THE BOYCE LAW FIRM, LLC	11/14/2023	Regular	0.00	535.50	101384
11042023	Invoice	11/04/2023	GF-PUBLIC DEFENDER SERVICES-COURT	0.00	306.00	
110423	Invoice	11/04/2023	GF-PUBLIC DEFENDER SERVICES-COURT	0.00	229.50	
001101	TODD HODGES DESIGN, LLC	11/14/2023	Regular	0.00	11,126.25	101385
3561	Invoice	11/05/2023	GF-PLANNING SERVICES 10/23-11/05/202...	0.00	11,126.25	
001137	UNITED POWER	11/14/2023	Regular	0.00	35,395.08	101386
10553102 OCT23	Invoice	11/01/2023	United Power	0.00	22.46	
1195501 OCT23	Invoice	11/01/2023	United Power	0.00	1,826.05	
1195603 OCT23	Invoice	11/01/2023	United Power	0.00	786.85	
1196401 OCT23	Invoice	11/01/2023	United Power	0.00	33.82	
1207701 OCT23	Invoice	11/01/2023	United Power	0.00	21.05	
1223101 OCT23	Invoice	11/01/2023	United Power	0.00	20.00	
1240301 OCT23	Invoice	11/01/2023	United Power	0.00	131.87	
1241801 OCT23	Invoice	11/01/2023	United Power	0.00	609.43	
1241903 OCT23	Invoice	11/01/2023	United Power	0.00	144.76	
1276101 OCT23	Invoice	11/01/2023	United Power	0.00	406.45	
1279801 OCT23	Invoice	11/01/2023	United Power	0.00	24.72	
1295501 OCT23	Invoice	11/01/2023	United Power	0.00	63.77	
1296101 OCT23	Invoice	11/01/2023	United Power	0.00	595.42	
1299501 OCT23	Invoice	11/01/2023	United Power	0.00	112.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1302801 OCT23	Invoice	11/01/2023	United Power	0.00	1,648.40	
1302901 OCT23	Invoice	11/01/2023	United Power	0.00	123.46	
1316801 OCT23	Invoice	11/01/2023	United Power	0.00	324.21	
1322501 OCT23	Invoice	11/01/2023	United Power	0.00	4,597.53	
1360303 OCT23	Invoice	11/01/2023	United Power	0.00	39.83	
13842400 OCT23	Invoice	11/01/2023	United Power	0.00	51.92	
14427100 OCT23	Invoice	11/01/2023	United Power	0.00	96.56	
15232500 OCT23	Invoice	11/01/2023	United Power	0.00	22.59	
17149700 OCT23	Invoice	11/01/2023	United Power	0.00	58.78	
17761600 OCT23	Invoice	11/01/2023	United Power	0.00	20.02	
17868800 OCT23	Invoice	11/01/2023	United Power	0.00	20.00	
18057500 OCT23	Invoice	11/01/2023	United Power	0.00	583.25	
18498400 OCT23	Invoice	11/01/2023	United Power	0.00	531.14	
18762100 OCT23	Invoice	11/01/2023	United Power	0.00	29.80	
19545100 OCT23	Invoice	11/01/2023	United Power	0.00	380.85	
20040100OCT23	Invoice	11/01/2023	United Power	0.00	246.72	
21675200 OCT23	Invoice	11/01/2023	United Power	0.00	177.25	
21675300 OCT23	Invoice	11/01/2023	United Power	0.00	117.35	
22185901 OCT23	Invoice	11/01/2023	United Power	0.00	20.33	
3399301 OCT23	Invoice	11/01/2023	United Power	0.00	52.13	
6612303 OCT23	Invoice	11/01/2023	United Power	0.00	21.07	
6779701 OCT23	Invoice	11/01/2023	United Power	0.00	7,274.46	
704901 OCT23	Invoice	11/01/2023	United Power	0.00	8,285.56	
7225800 OCT23	Invoice	11/01/2023	United Power	0.00	20.03	
726705 OCT23	Invoice	11/01/2023	United Power	0.00	118.11	
7280200 OCT23	Invoice	11/01/2023	United Power	0.00	21.59	
733101 OCT23	Invoice	11/01/2023	United Power	0.00	196.25	
762901 OCT23	Invoice	11/01/2023	United Power	0.00	57.03	
803908 OCT23	Invoice	11/01/2023	United Power	0.00	4,909.96	
8976200 OCT23	Invoice	11/01/2023	United Power	0.00	550.25	
	Void	11/14/2023	Regular	0.00	0.00	101387
	Void	11/14/2023	Regular	0.00	0.00	101388
001156	VERIZON WIRELESS SVCS LLC	11/14/2023	Regular	0.00	5,448.01	101389
9947858826	Invoice	11/01/2023	Verizon Bill	0.00	5,448.01	
001189	WELD COUNTY ACCTG DEPART	11/14/2023	Regular	0.00	10,150.88	101390
OCT2023	Invoice	11/01/2023	OMI OCT2023 FUEL CHARGES-OMI	0.00	10,150.88	
001198	WELD COUNTY PUBLIC HEALTH	11/14/2023	Regular	0.00	67.50	101391
IN0032592	Invoice	11/01/2023	GF-TRAPPER'S DAY FEE, WELD COUNTY-C...	0.00	67.50	
001638	WICKHAM TRACTOR CO	11/14/2023	Regular	0.00	19,948.67	101392
E13400-1	Invoice	11/01/2023	side by side utility vehicle	0.00	19,948.67	
001212	WILLIAMS AND WEISS CONSULTING	11/14/2023	Regular	0.00	3,825.00	101393
1901	Invoice	11/03/2023	UF-2022 Decree Accounting-Water	0.00	3,825.00	
001195	YODER CHEVROLET LLC	11/14/2023	Regular	0.00	357.80	101394
263332	Invoice	11/01/2023	GF-VEHICLE REPAIRS-PD	0.00	357.80	
003328	A TO Z RECREATION, LLC	11/21/2023	Regular	0.00	352,743.50	101395
3708	Invoice	11/08/2023	GF-PLAYGROUND EQUIP COM PARK	0.00	352,743.50	
000026	ACTIVE CABLING & COMMUNICATIONS LLC	11/21/2023	Regular	0.00	3,699.73	101396
202968	Invoice	11/08/2023	Wiring for AVI Project	0.00	1,165.31	
202970	Invoice	11/13/2023	Basement Renovation Project	0.00	2,534.42	
003355	ADOLFSON & PETERSON CONSTRUCTION	11/21/2023	Regular	0.00	559,026.62	101397
1	Invoice	11/01/2023	RC-REC EXPANSION CONSTRUCTION-REC	0.00	559,026.62	
001293	AMAZON.COM	11/21/2023	Regular	0.00	2,017.92	101398

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1V9Q-KTN4-GM6C	Invoice	11/05/2023	GF-SCHOOL SUPPLIES/CHILDREN'S FUND-...	0.00	2,017.92	
001646	BANK OF COLORADO	11/21/2023	Regular	0.00	130.89	101399
0227 NOV 23	Invoice	11/01/2023	GF-FUEL-STREETS	0.00	130.89	
002973	BOOTBARN INC	11/21/2023	Regular	0.00	1,300.00	101400
INV00161770	Invoice	11/01/2023	GF-SAFETY BOOTS FOR S. LEFFORGE-PW S...	0.00	150.00	
INV00161766	Invoice	11/01/2023	GF-SAFETY TOE BOOTS FOR R. FUENTES-...	0.00	150.00	
INV00161767	Invoice	11/01/2023	GF-UNIFORM FOR R. FUENTES-PW SHOP	0.00	175.00	
INV00161768	Invoice	11/01/2023	GF-SAFETY TOE BOOTS FOR B. BERON-FAC	0.00	150.00	
INV00161769	Invoice	11/01/2023	GF-UNIFORMS-FAC	0.00	175.00	
INV00161771	Invoice	11/01/2023	GF-UNIFORM FOR A. GOMEZ-PW SHOP	0.00	175.00	
INV00161772	Invoice	11/01/2023	GF-SAFETY TOE BOOTS FOR D. BEJARANO-...	0.00	150.00	
INV00257135	Invoice	11/01/2023	GF-UNIFORM FOR C. CARSTENS-PW SHOP	0.00	175.00	
000216	CHAMBER OF COMMERCE	11/21/2023	Regular	0.00	120.00	101401
NOV23 LUNCHE...	Invoice	11/08/2023	GF-LUNCHEON REGISTRATION FOR NOV	0.00	120.00	
000239	CITY OF FORT LUPTON	11/21/2023	Regular	0.00	575.00	101402
CITATION #E002...	Invoice	11/14/2023	GF-CIT #E0022432 BEN JOHNSON REIM VIC...	0.00	575.00	
002651	COLORADO COMMUNITY MEDIA	11/21/2023	Regular	0.00	324.12	101403
100174	Invoice	11/10/2023	GF-PUBLIC NOTICE-LEGIS	0.00	299.00	
99313	Invoice	11/03/2023	GF-PUBLIC NOTICE-CITY CL	0.00	25.12	
000306	COMCAST BUSINESS	11/21/2023	Regular	0.00	2,242.66	101404
186320795	Invoice	11/01/2023	GF-INTERNET SERVICES	0.00	2,242.66	
000307	COMCAST CABLE COMM, LLC	11/21/2023	Regular	0.00	246.23	101405
0208785 NOV23	Invoice	11/04/2023	GF-INTERNET SERVICES-PLANNING	0.00	246.23	
003300	FILMTEC CORPORATION	11/21/2023	Regular	0.00	114,000.00	101406
951348333	Invoice	11/14/2023	UF - PRIMARY LOGIC CONTROLLER REPLA...	0.00	114,000.00	
000489	FORT LUPTON RECREATION CTR	11/21/2023	Regular	0.00	735.00	101407
111323	Invoice	11/13/2023	CPR-YOUTH BASKETBALL REFEREE FEE-AT...	0.00	735.00	
001881	HALO BRANDED SOLUTIONS INC	11/21/2023	Regular	0.00	29.64	101408
20230000862888	Invoice	11/01/2023	GF-SHIPPING & HANDLE CHRGS FROM OR...	0.00	29.64	
003325	HEALTHY START CHILD CARE HEALTH CONSULTI	11/21/2023	Regular	0.00	272.00	101409
6	Invoice	11/07/2023	REC-MONTHLY NURSE CONSULTATION	0.00	272.00	
003419	KAREN BALLESTERON	11/21/2023	Regular	0.00	22.50	101410
2007342.001	Invoice	11/08/2023	REC-PRO RATED SWIM LESSON REFUND	0.00	22.50	
000691	KONE INC	11/21/2023	Regular	0.00	140.80	101411
871191872	Invoice	11/01/2023	REC-ELEVATOR MAINTENANCE-	0.00	140.80	
000720	LEXIPOL LLC	11/21/2023	Regular	0.00	5,278.19	101412
INVLEX120607	Invoice	11/06/2023	Lexipol Subscription	0.00	5,278.19	
003303	MAGALY MORALES-TEJADA	11/21/2023	Regular	0.00	132.31	101413
110923	Invoice	11/09/2023	GF-MILEAGE REIMBURSEMENT-PLANNI...	0.00	132.31	
000861	NVAA	11/21/2023	Regular	0.00	52.00	101414
103	Invoice	11/01/2023	CPR-TEAM SIDELINE FEE-ATHL	0.00	52.00	
000865	OFFICE DEPOT	11/21/2023	Regular	0.00	273.41	101415
338496661001	Invoice	11/01/2023	GF-STEAK KNIVES FOR KITCHEN-ADMIN	0.00	12.29	
338953156001	Invoice	11/01/2023	GF-OFFICE SUPPLIES-FIN	0.00	172.41	
338956169001	Invoice	11/01/2023	GF-OFFICE SUPPLIES-FIN	0.00	23.98	
338956170001	Invoice	11/01/2023	GF-OFFICE SUPPLIES-FIN	0.00	22.17	
338956171001	Invoice	11/01/2023	GF-OFFICE SUPPLIES-FINANCE	0.00	37.61	
338956172001	Invoice	11/01/2023	GF-OFFICE SUPPLIES-FINANCE	0.00	4.95	

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003332	OLGA GARCIA	11/21/2023	Regular	0.00	65.00	101416
2007341.001	Invoice	11/08/2023	REC-RENTAL REFUND	0.00	65.00	
000862	O'REILLY AUTO PARTS	11/21/2023	Regular	0.00	133.24	101417
4489-482369	Invoice	11/01/2023	SL-ALTERNATOR-/CORE CHARGE-SLINES	0.00	133.24	
000896	PETTY CASH-FINANCE	11/21/2023	Regular	0.00	372.13	101418
111523	Invoice	11/15/2023	GF-PETTY CASH REIMBURSEMENT-	0.00	372.13	
000916	PRAIRIE MOUNTAIN MEDIA	11/21/2023	Regular	0.00	11.44	101419
0000365329	Invoice	11/01/2023	GF-PUBLIC NOTICE-CITY CL	0.00	11.44	
002493	QUADIENT LEASING USA INC	11/21/2023	Regular	0.00	433.59	101420
Q1057134	Invoice	11/04/2023	GF-QUARTERLY LEASE SEPT-DEC 2023-AD...	0.00	433.59	
000956	ROCKY MOUNTAIN LOW VOLTAGE	11/21/2023	Regular	0.00	135.00	101421
2031244	Invoice	11/01/2023	CPR-QUARTERLY MONITORING SERVICE-C...	0.00	135.00	
003257	SEAN MCDERMOTT	11/21/2023	Regular	0.00	128.45	101422
110823	Invoice	11/08/2023	GF-MILEAGE REIMBURSEMENT FOR S. MC...	0.00	128.45	
001040	STERICYCLE	11/21/2023	Regular	0.00	60.00	101423
8005225845	Invoice	11/01/2023	GF-SHREDDING SERVICE-CITY CL	0.00	60.00	
001343	TIME CLOCK PLUS	11/21/2023	Regular	0.00	2,810.00	101424
INV00309506	Invoice	11/15/2023	Scheduling Software	0.00	2,810.00	
002132	VECTOR DISEASE CONTROL	11/21/2023	Regular	0.00	3,301.20	101425
PI-A00012133-A	Invoice	11/01/2023	REISSUE CHECK, ORIG CHECK LOST-REF PO...	0.00	3,301.20	
001199	WELD COUNTY PUBLIC SAFETY IT	11/21/2023	Regular	0.00	7,870.41	101426
FTLUPTONPD-20...	Invoice	11/07/2023	Central Square Annual	0.00	7,870.41	
003416	SUTTLE & HAMMER PC	11/17/2023	Regular	0.00	334.96	101427
INV0001489	Invoice	11/17/2023	Case 2021C031101	0.00	334.96	
003046	PERKINS + WILL, INC.	11/14/2023	EFT	0.00	14,166.60	9001428
222254.000-204...	Invoice	11/01/2023	RC-Design of Additions-Rec Center	0.00	14,166.60	
000119	BANK OF COLORADO	11/17/2023	Bank Draft	0.00	6,426.44	DFT0002281
INV0001486	Invoice	11/17/2023	HSA DISTRIBUTION	0.00	6,426.44	
000119	BANK OF COLORADO	11/17/2023	Bank Draft	0.00	930.83	DFT0002282
INV0001487	Invoice	11/17/2023	HSA DISTRIBUTION	0.00	930.83	
001416	VALIC_1	11/17/2023	Bank Draft	0.00	46,270.50	DFT0002283
INV0001488	Invoice	11/17/2023	VALIC - 457(b) \$ Contributions	0.00	46,270.50	
001265	IRS	11/17/2023	Bank Draft	0.00	73,185.21	DFT0002284
INV0001490	Invoice	11/17/2023	Federal Withholding	0.00	73,185.21	
001418	CO DEPARTMENT OF REVENUE	11/17/2023	Bank Draft	0.00	13,082.00	DFT0002285

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INV0001491	Invoice	11/17/2023	CO Withholding	0.00	13,082.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	199	76	0.00	1,331,002.86
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	139,894.98
EFT's	1	1	0.00	14,166.60
	205	85	0.00	1,485,064.44

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	247	101	0.00	1,355,591.39
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	139,894.98
EFT's	1	1	0.00	14,166.60
	253	110	0.00	1,509,652.97

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	11/2023	1,509,652.97
			1,509,652.97

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
November 7, 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, November 7, 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

Kaela Dunston, Deputy City Clerk, called the roll. Those present were, Mayor Zo Hubbard, Councilmembers, Chris Ceretto, Carlos Barron, Claud Hanes, Bruce Fitzgerald, and Valerie Blackston. Councilmember David Crespín was absent.

Also present were City Administrator, Chris Cross, City Attorney, Andy Ausmus, Planning Director, Todd Hodges, Human Resources Director, Amanda Rice, Public Works Director, Roy Vestal, Accounting Manager, Kris Kindle and Deputy City Clerk, Kaela Dunston.

PERSONS TO ADDRESS COUNCIL

There was no one to address the Council.

APPROVAL OF AGENDA

Mayor Hubbard requested to change the title of AM 2023-155 to approving Payment to KNS for an Amount Not to Exceed \$41,000 for the Purchase and Installation of Bi-Directional Amplifier System at City Hall to Satisfy the Police Department and Emergency Operations Center Needs. It was moved by Bruce Fitzgerald and seconded by Carlos Barron to approve the agenda as amended. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the November 7, 2023, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by Bruce Fitzgerald and seconded by Carlos Barron to approve the Consent Agenda as amended with the following items:

- October 17, 2023 City Council Meeting Minutes
- October 21, 2023 City Council Special Meeting Minutes
- Approving Resolution 2023R035 RATIFYING THE APPOINTMENT OF ZACHARY POTTER BY THE MAYOR TO THE PLANNING COMMISSION AS A REGULAR MEMBER

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
November 7, 2023**

FOR A THREE-YEAR TERM BEGINNING NOVEMBER 7, 2023, AND ENDING NOVEMBER 7, 2026 (AM 2023-151)

- Approving Resolution 2023R036 APPOINTING SHANNON RHODA TO THE PLANNING COMMISSION FOR THE REMAINDER OF A TERM, EXPIRING MAY 22, 2024 (AM 2023-152)
- Approving the Agreement and the Ratification of the Mayor's Signature on the Agreement for Animal Control Services with NOCO Humane with an Effective Date of October 2, 2023 (AM 2023-154)
- Approving Payment to KNS for an amount Not to Exceed \$41,000 for the Purchase and Installation of Bi-Directional Amplifier System at City Hall to Satisfy the Police Department and Emergency Operations Center Needs (AM 2023-155)
- Approving Resolution 2023R037 ACCEPTING COMMUNITY SERVICE WORKERS' ACCIDENT MEDICAL PLAN (CSWAMP) FOR THE 2024 POLICY YEAR FOR AN ESTIMATED AMOUNT OF \$300.00 (AM 2023-156)
- Approving Resolution 2023R038 TO OPT OUT UNCOMPENSATED ELECTED AND/OR APPOINTED OFFICIALS FROM THE WORKERS' COMPENSATION POLICY AND ADD THEM AND OTHER CITY VOLUNTEERS TO THE VOLUNTEER ACCIDENT MEDICAL PLAN (VAMP) FOR THE 2024 POLICY YEAR FOR THE AMOUNT OF \$310.00 (AM 2023-158)
- Approval of Changes to the Services Provided by High Plains Library District (HPLD) to Member Libraries in the Intergovernmental Agreement between HPLD and the City of Fort Lupton and the Weld Re8 School District (AM 2023-161)

Motion passed unanimously on roll call vote.

PUBLIC HEARINGS

AM 2023-159 Seeking Consideration by the Fort Lupton City Council Acting as the Local Licensing Authority for an Application Submitted by The Bad Hatchet, LLC dba The Bad Hatchet for a Lodging and Entertainment License at 237 Denver Avenue

Mayor Hubbard opened the public hearing at 6:06 p.m.

Kaela Dunston, Deputy City Clerk, provided an overview of the application. She stated The Bad Hatchet is applying for a Lodging and Entertainment license. The applicant, Justin Sheets and Erin McCullough with Oedipus Petitioning were all in attendance. Mrs. Dunston stated the application is under concurrent review which means the Colorado Department of Revenue, Liquor Enforcement Division, will review the application while it is under review with the City. All fees have been paid by the applicant. All notifications have been met and this type of license does not have any distance restrictions. The applicant has also applied for a right of way permit to install railing for a temporary patio to allow liquor to be served outdoors on the patio. Mrs. Dunston, stated Oedipus Petitioning was hired by the applicant to obtain signatures from residents to produce evidence supporting the "needs and desires" of the neighborhood.

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Erin McCullough, with Oedipus Petitioning presented the results of the petition. They conducted a total of 276 knocks on doors and obtained 120 signatures. 131 doors did not answer, 9 individuals were ineligible, and 16 people declined to sign the petition. Of the 120 signatures obtained, 118 were in favor and 2 were in opposition resulting in 98.33% in favor of the license.

There was no further discussion and no one from the public wished to speak. Mayor Hubbard closed the public hearing at 6:12 p.m.

It was moved by Carlos Barron and seconded by Chris Ceretto approving the application submitted by The Bad Hatchet LLC dba The Bad Hatchet for a Lodging and Entertainment License at 237 Denver Avenue, by the Fort Lupton City Council, acting as the Local Licensing Authority. Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2023-160 Approving Insurance Benefits for Employees for 2024

The following employee insurance benefits are currently on a policy year that runs from January 1st to December 31st. The various benefits up for renewal are:

- Medical
- Health Reimbursement Arrangement (HRA)
- Vision
- Employee Assistance Program (EAP)
- Dental
- Flexible Spending Accounts
- COBRA Administration
- Group life and accidental death and dismemberment (AD&D)
- Voluntary life and accidental death and dismemberment (AD&D)
- Group long-term disability (LTD)
- Voluntary short-term disability (STD)

Costs for all benefits have been included in the totals at the end.

MEDICAL - UNITED HEALTHCARE

The City received a renewal from United Healthcare. The City did not choose to go out to bid for a new carrier.

Staff is recommending that the City stay with GBS Benefits as its broker and stay with United Healthcare (UHC) as its health insurance carrier. UHC has negotiated an increase of 9%, down

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from 12.37% initially. UHC will agree to reduce to a 6% increase with one plan change to the copay plan.

UHC will provide the City with an administrative credit of \$40,000 and a performance funding option that may result in some refund if the City's loss ratio is lower than 73%. UHC has also offered a \$30,000 wellness fund to continue to employee wellness participation.

The health plan represents the majority of the benefit costs for the City. Based on current enrollment, the total cost for the plan will be \$1,272,688.44 for 2024, an increase of \$70,871.64 over 2023 costs, based on current enrollment.

Staff is proposing that the cost share percentage for the employee and dependent premiums implemented in 2022 remain the same for 2024. The cost share is as follows:

	<u>City portion</u>	<u>Employee portion</u>
Employee only	87%	13%
Dependents	55%	45%

The premium cost share for the HDHP/HSA plan is as follows:

	<u>City portion</u>	<u>Employee portion</u>
Employee only	87% + \$50	13% - \$50 discount
Dependents	55% + \$75	45% - \$75 discount

It is important to distinguish that HDHP/HSA plan participants often have higher out of pocket expenses, so they are not necessarily receiving a richer benefit than PPO plan participants. In addition to the premium share, the City contributes \$100 per month to the employee's HSA and \$150 per month to the HSA if they are covering dependents

Staff is not proposing any change to the HSA contribution.

Based on the new premiums for 2024, by tier this is equivalent to the following:

	<u>City portion</u>	<u>Monthly cost</u>	<u>Employee portion</u>	<u>Monthly cost</u>
Employee only	87.00%	\$629.71	13.00%	\$ 94.08
Employee + spouse	71.41%	\$1,007.89	28.59%	\$403.50
Employee + child(ren)	72.39%	\$964.10	27.61%	\$367.68
Employee + family	66.47%	\$1,342.28	33.53%	\$667.10

By tier, this is equivalent to the following:

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	<u>City portion</u>	<u>Monthly cost</u>	<u>Employee portion</u>	<u>Monthly cost</u>
Employee only	94.33%	\$ 643.40	5.67%	\$ 38.66
Employee + spouse	77.04%	\$ 1,024.78	22.95%	\$305.24
Employee + child(ren)	78.37%	\$ 983.51	21.63%	\$271.48
Employee + family	70.41%	\$1,339.88	29.59%	\$563.06

HEALTH REIMBURSEMENT ARRANGEMENT – NATIONAL BENEFIT SERVICES (NBS):

NBS has increased the rates for the administration of the plan. The cost will increase by 7% to be \$3.25 per covered employee per month. Based on current enrollment, the total estimated cost for the plan will be \$4,368.80 for 2024. This does not include the cost of HRA reimbursements. The benefits will remain the same.

AMERITAS – VISION INSURANCE:

Ameritas has increased their renewal by 9%. Based on current enrollment, the total estimated cost for the plan will be \$10,785.84 for 2024. There are no changes to the benefits for 2024.

UHC – EMPLOYEE ASSISTANCE PROGRAM:

UHC offers Employee Assistance Program (EAP) benefits to its members at no cost. The benefit includes three (3) free visits per issue. The Standard also offers an identical benefit as part of their other offerings. Mental health services are also offered through Amaze at no additional cost to employees. The City is currently offering EAP to all employees but utilization is low. Staff recommends promoting the mental health services through Amaze.

AMERITAS – DENTAL INSURANCE:

There is an increase from Ameritas for the Dental rates of 5.03%. Based on current enrollment, the total cost for the plan will be \$83,278.56 for 2024. The benefits will remain the same.

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

NBS has not increased the rates for the administration of the plans. The administrative costs for the FSA plans have changed by 7%. The cost will be \$3.25 per covered employee per month plus monthly and annual fees for the use of flexible spending account cards. Based on current enrollment, the total estimated cost for the plan will be \$928.20 for 2023. The benefits will remain the same.

Amaze Health

There are no cost increases to Amaze Health. The cost for Amaze will stay at \$15.00 per employee per month. Based off of current enrollment, the total estimated cost for the plan will be \$21,600. This amount will change based off current Full-time headcount.

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COBRA ADMINISTRATION – GBS BENEFITS

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

Councilmember Blackston voiced concern regarding the health insurance deductibles being very high. Human Resources Director, Amanda Rice, stated that with the co-pay plan the Health Reimbursement Plan allows up to \$4,000.00 in reimbursement to assist the cost of the deductible.

It was moved by Chris Ceretto and seconded by Bruce Fitzgerald to Approve Insurance Benefits for Employees for 2024. The motion passed on roll call vote with four yes votes and two no votes with Mayor Hubbard and Councilmember Valerie Blackston voting no.

AM 2023-153 Approve Change Order to Contract with Burns and McDonnell for Engineering Design Services for the Water Tower Project Design for an Amount Not to Exceed \$686,433.00 from the Utility Fund - Water Storage

The Request for Qualifications (RFQ) was advertised January 5, 2023 and selection of consultant following the requirements of the Brooks Act (40 U.S.C. 1101). Burns and McDonnell was awarded the contract June 21, 2023 for the engineering services for the Elevated Water Storage project. The purpose of the Phase 1 work involves analyzing the City's existing potable water distribution system. The ultimate goal of the project is the elimination of the existing pump house at the tank farm and optimizing a plan for the ultimate distribution system.

We are pursuing a State Revolving Fund (SRF) loan. In order to expedite the design documents required for an SRF application submittal, Phase II engineering services are being contracted at this time. This change order is to provide initial design services and documentation required for the SRF application. The expected SRF loan amount will be \$12,000,000, which covers the engineering services agreement.

Submittal deadline for the SRF is June 2025.

It was moved by Claud Hanes and seconded by Carlos Barron to Approve Change Order to Contract with Burns and McDonnell for Engineering Design Services for the Water Tower Project Design for an Amount Not to Exceed \$686,433.00 from the Utility Fund - Water Storage. The motion passed on roll call vote with five yes votes and one no vote with Mayor Hubbard voting no.

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AM 2023-157 Approving the Agreement for Municipal Planning Services with Todd Hodges Design, LLC as the Planner for the City of Fort Lupton for a Two (2) year Term with an Effective Date of November 2, 2023

Todd Hodges Design has been providing Planning Director services for the City of Fort Lupton since March of 2010. This action is to renew the agreement and defines compensation for the principal and associates. There is an increase in the hourly rates to start January 1, 2025. Rates will remain the same as in the current agreement for 2024. Todd Hodges Design, LLC has been critical in directing the planning and building department through growth periods and has assisted in the economic development of the City.

It was moved by Carlos Barron and seconded by Bruce Fitzgerald Approving the Agreement for Municipal Planning Services with Todd Hodges Design, LLC as the Planner for the City of Fort Lupton for a Two (2) year Term with an Effective Date of November 2, 2023.

STAFF REPORTS

Amanda Rice, Human Resources Director, stated open enrollment meetings will be held on Tuesday November 21, 2023 at 10:00 a.m. at City Hall and at 2:00 p.m. at the Fort Lupton Public Library to provide an overview of City benefits.

Todd Hodges, Planning Director, thanked Council for renewing his contract and stated the planning department has filled the open City Planner position.

Roy Vestal, Public Works Director, reported the USDA has ruled that the City can put the lift station and the force main project out for bid.

Kaela Dunston, Deputy City Clerk, reported today is election day and mentioned that the voting center has moved to Aims Community College. She also stated to view the election results to visit weldvotes.gov.

Chris Cross, City Administrator, stated Fort Lupton Police Department was awarded a School Resource Officer grant.

MAYOR/COUNCIL REPORTS

Bruce Fitzgerald, Councilmember, gave a testimonial to Planning Director Todd Hodges and thanked him for the work he has done.

Mayor Zo Hubbard, wished everyone who is running in the election the best of luck. She also stated Juan Arellano, Marketing and Communications Specialist, is putting out a series of videos

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on social media, highlighting Veterans in the community and paying tribute to all who have served. She stated Veterans Day is very near and dear to her heart. She said it is thanks to the people who are willing to serve, that we all are free.

FUTURE CITY EVENTS

November 9th-25th, 2023	Annual Community Art Show, Fort Lupton Public and School Library, 370 S. Rollie Ave.
November 10, 2023	City Offices Closed in Observance of Veterans Day
November 23-24, 2023	City Offices Closed in Observance of Thanksgiving Day
November 28, 2023	Public Meeting to Discuss Changes in Monthly Shut-off Procedures, City Hall, 130 S. McKinley Ave. 6:00 p.m.
December 2, 2023	Cookies & Cocoa with Santa, Fort Lupton Public and School Library, 370 S. Rollie Ave., 10 a.m. – 2 p.m.

UPCOMING MEETINGS

November 14, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
November 21, 2023 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
November 28, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
December 5, 2023 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

EXECUTIVE SESSION

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

The Executive Session ended at 7:11 p.m. and the regular meeting reconvened.

ADJOURNMENT

The meeting adjourned at 7:11 p.m.

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Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

DRAFT



SUBJECT FOR DISCUSSION

Accepting a Proposal from Commercial Fitness Solutions to Purchase Cardio Equipment for the Recreation Center for an Amount Not to Exceed \$28,121.00, Allocated from the Recreation Center Fund's Capital Expenditures

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This is part of our 2023 Capital Projects for the Recreation Center.

The 2 Lifefitness Treadmills are from 2016. They no longer make parts to service these treadmills. We were told with the last service inspection, the total miles on these pieces are at a 7/8 rating. It was recommended at that time to replace these treadmills since replacement parts are no longer available.

The 2 Precor Ellipticals are nearly 10 years old with significant wear. These pieces also do not have replacement parts available.

The upright bike is from 2015. The bearings on the pedals have to be serviced often due to years of wear. These are the 5 oldest pieces of equipment in our cardio fleet.

Not providing well maintained, safe cardio equipment for our members/ guests could discourage them from using our facility. This could also negatively impact our admission sales and usage numbers. The fitness area sees a high volume of traffic daily; we want to continue to provide high quality equipment for the community to use.

FINANCIAL CONSIDERATIONS

\$30,000.00 was budgeted (2023) for cardio equipment replacement in the Recreation Center Fund's capital expenditures.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

Not Applicable.

STAFF RECOMMENDATIONS

Staff recommends to replace the 2 treadmills, 2 ellipticals, and 1 upright bike with equipment from Commercial Fitness Solutions. Commercial Fitness Solutions is part of Sourcewell.

Attachments:

- a. Commercial Fitness Solutions Quote
- b. Spec Sheets for Proposed Replacement Equipment

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



12386 North Dumont Way #100 Littleton, CO, 80125
720.479.8200 (ph) 720.479.8201 (fx)
info@commercialfitness.com

Quotation/Order Form

Date	Quotation #
10/5/2023	21962

Bill To:
City of Fort Lupton 130 S McKinley Avenue Fort Lupton, CO 80621 Accounts Payable

Ship To:
City of Fort Lupton Recreation Center 203 S. Harrison Ave Fort Lupton, CO 80621 Lacie Reckard 720-466-6171

Terms	Rep
Net 15	KG

Item	Description	Qty	Price Per Unit	Disc Price	Extended Total
9-9281-8TR-11...	Star Trac 8 Series TR Treadmill 110V, with LCD Display. 9-9281-8TR-110-LCD-60BLK Warranty: Limited 10 year warranty on structural frame not including coatings, motor and MCB 5 years parts and labor, all other components warranted for 2 years parts and 1 year labor, wear items* 1 year parts and labor. 9-9281-8TR-110-LCD-60BLK	2	9,949.00	5,979.00	11,958.00
XC900	True XCS900 Elliptical, Full Commercial XC900 *BASE ONLY** Warranty: Frame: Lifetime, Parts: 3 years, and Labor: 3 years.	2	7,200.00	4,657.00	9,314.00
C4T9	True Envision 9 Console, 9" Touchscreen w/ App BT, No TV, No WiFi, No BT Audio, 3.5 headphone jack, C4T9	2	1,399.00	900.00	1,800.00
9-8140-8UB-L...	Star Trac 8 Series Upright Bike with LCD Console. 9-8140-8UB-LCD-60BLK Warranty: Limited 10 year warranty on structural frame not including coatings, all other components warranted for 2 years parts and 1 year labor.	1	5,299.00	3,350.00	3,350.00

			Subtotal		
			Sales Tax (6.9%)		
			Total		

Authorized Signature & Ti...

STAR TRAC® **8 SERIES**

The Star Trac 8 Series line was built to give you the quality and performance you expect from high-end machines with user-focused features like dual personal fans, a hot bar with heart rate monitoring and Soft Trac® technology. For a premium experience pair any 8 Series machine with the OpenHub console which provides entertainment, fitness tracking and asset management solutions that will offer a complete fitness experience to facility owners and their members.



8-TR TREADMILL

BASE FEATURES	
DECK SYSTEM	Reversible MDF deck with phenolic coating
RUNNING BELT SYSTEM	22in (55cm) wide belt
SIZE OF RUNNING SURFACE	60in x 22in (152cm x 55cm)
ABSORPTION SYSTEM	Triple cell cushioning system provides maximum shock absorption making the entire deck a sweet spot
STEP UP HEIGHT	10in (25cm)
INCLINE RANGE	0-15% max incline
SPEED RANGE	0.5-12.5mph (0.5-20kmh)
HEART RATE MEASUREMENT SYSTEM	Telemetry and contact HR, Bluetooth w/19" display option
CENTER CONTROLS BAR	Warm bar with contact HR and Emergency Stop
DISPLAY	Choose from LCD, 10" or 19" OpenHub display options
USER DETECT SYSTEM	Yes, programmable on/off
ACCESSORIES	Multiple bottle and accessory holders, LCD and 10" displays pre-wired for 8 Series PVS entertainment, 800/900MHz receivers, and tablet holder
MAX USER WEIGHT	500lb (227kg)
DRIVE SYSTEM	5 HP AC motor
ELECTRICAL REQUIREMENTS	110V/20 Amp dedicated circuit with NEMA 5-20 outlet; or 220V/15 Amp dedicated circuit with NEMA 6-15 outlet
ADDITIONAL FEATURES	3.5in rollers

FRAME	
MATERIAL	Powder Coated Steel Frame
CUSTOMIZABLE	Paint color options approval required
STANDARD COLOR OPTIONS	Black
LENGTH	81in (206cm)
WIDTH	32in (81cm)
HEIGHT	63in (160cm)
NET WEIGHT	425lb (193kg)
SHIPPING DIMENSIONS	84in x 36in x 31in (214cm x 90cm x 80cm)
SHIPPING WEIGHT	499lbs (227kg)

ADDITIONAL SKUS

9-9281-8TR-110-19-ATSC
 9-9281-8TR-110-LCD
 9-9284-8TR-220-19-ATSC
 9-9284-8TR-220-19-PAL
 9-9284-8TR-220-LCD



CONSOLES

DISPLAY	LCD	19" Star Trac
DISPLAY TYPE	Static LCD	Capacitive Touchscreen
MULTI-LANGUAGE OPTIONS	English, German, Spanish, Dutch, Portuguese, French, Italian, Swedish, Katakana, Russian, Finnish	English, German, Spanish, Dutch, Portuguese, French, Italian, Swedish, Russian, Finnish, Danish, Chinese, Japanese, Turkish, Polish, Russian, Hebrew, Czech, Slovak
PRE-PROGRAMMABLE WORK OUTS	Yes, 14+	Yes, 23+
QUICK START OPTIONS	Yes, single button start options	Yes, single button start options
TV TUNER ENABLED	No	Yes (Global Tuner Options)
ETHERNET AND WIFI ENABLED	No	Yes
BLUETOOTH DATA TRACKING/APP CONNECTIVITY	Yes	Yes
BLUETOOTH HEADPHONES	No	Yes
BLUETOOTH HEART RATE	No	Yes
APPLE GYMKIT / SAMSUNG GALAXY WATCH CONNECTIVITY	Yes	Yes
RUNTV INTEGRATED WORKOUT VIDEOS	No	Yes
INTEGRATED WEB-BASED APPS	No	Yes
CUSTOMIZABLE HOME SCREEN	No	Yes
HDMI STREAMING	Yes, HDMI streaming available with PVS option; cables not included	Yes; cables not included
USB	USB port for software updates and device charging; cables not included	USB port for software updates and device charging; cables not included
RFID	No	Optional
IPTV/SET TOP BOX COMPATIBLE	Yes, with PVS	Yes, add-on accessories required
ANT+ FOR GROUP DISPLAY	Yes	Yes
PERSONAL FAN	Yes, programmable auto start	Yes, programmable auto start
ASSET MANAGEMENT	Ecofit Optional	Ecofit Optional
TABLET HOLDER	Integrated front, optional top add-on	Integrated front
PVS	Optional	No
800/900 MHZ RECEIVER	Optional	No



PVS FEATURES

PVS	10/8 Series
DISPLAY TYPE	15.6" HD LED
RESOLUTION	1366 x 768
TUNER OPTIONS	1) ATSC/NTSC/QAM 2) PAL/DVB-T/DVB-C 3) Pro:Idiom
DIGITAL AND ANALOG SUPPORT	Yes
SIGNAL INPUTS	Coax, HDMI
INPUT RF SIGNAL RANGE	-70 dBm(Min) ~ - 10 dBm(Max)
CLOSE CAPTION	Yes
HEADPHONE JACK	3.5mm on Display

SKUS	DESCRIPTION
700-0496-16	BLACK MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/QS 10TR MOUNT
700-0500-16	BLACK MYE PVS SCREEN, 2016, PAL TUNER w/ QS 10TR MOUNT
700-0523-16	MYE PRO:IDIOM PVS w/QS 10TR MOUNT
700-0386-60	BLACK MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/60BLK TR MOUNT
700-0390-60	BLACK MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/60BLK BCG MOUNT
700-0392-60	BLACK MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/60BLK FC MOUNT
700-0387-60	BLACK MYE PVS SCREEN, 2016, PAL TUNER w/60BLK TR MOUNT
700-0391-60	BLACK MYE PVS SCREEN, 2016, PAL TUNER w/60BLK BCG MOUNT
700-0393-60	BLACK MYE PVS SCREEN, 2016, PAL TUNER w/60BLK FC MOUNT
700-0520-60	MYE PRO:IDIOM PVS w/60BLK 8TR-TRX MOUNT
700-0521-60	MYE PRO:IDIOM PVS w/60BLK BCG MOUNT
700-0522-60	MYE PRO:IDIOM PVS w/60BLK FC MOUNT

Core Health & Fitness is more than gym equipment, we offer innovative solutions for all your facility needs. This is why we've brought together five of the most recognizable fitness brands to ensure our customers can offer their members authentic fitness experiences. Whether working with us directly or through our partners and distributors worldwide, we provide the highest quality equipment backed by a service and support team that will always go the extra mile to get you what you need, when you need it. Partner with us and see how our Core Values motivate our every decision.

CORE
HEALTH & FITNESS

900 ELLIPTICAL

The C900 Elliptical provides a total body workout for isolated upper-body, lower-body, and upper and lower total-body.

CARDIO 360™
a guided workout to engage the upper, core, and lower body with varying resistance.

FEATURES

- Core Drive® System
- Cardio 360™ Total Body Workout
- Hybrid Self-Generating Brake
- 21" Stride Length
- Self-Generating Capability

SPECIFICATIONS

DIMENSIONS (L X W X H)

66" x 34" x 64" / 167.64 cm x 86.36 cm x 162.56 cm

Q-FACTOR

2.5" / 6.35 cm

STEP-UP HEIGHT

8" / 20.32 cm

PRODUCT WEIGHT

375 lbs / 170 kg

COLOR

Charcoal/Black



Extended Handrails
with Moisture-Resistant
Sleeves

Soft Step Cushioned
Footpads

Brushed Aluminum
Side step design

CONSOLE OPTIONS



ENVISION II
16" Touchscreen



ENVISION II
9" Touchscreen



SHOWRUNNER II
16" Integrated LCD



EMERGE II
LED Console

900 SERIES



C900 ELLIPTICAL

TECHNICAL SPECIFICATIONS	Power Source	110V, Self-Generating (with Emerge II or Envision II 9"), 100-220V Option Available (with Envision II 16" and Showrunner II)
	Cord Length	12' / 3.7 M
	Drive System	Core Drive™
	Total Body Workout	Cardio 360™
	Resistance Source	Hybrid Self-Generating Brake
	Maximum Workload	600 Watts
	Frame Construction	Robotically Welded Heavy-Gauge Steel
	Stride Length	21" / 53 cm
	Footpad	Soft Step Cushioned Anti-Fatigue Material
	Exercise Arms	Ergonomic Handles with Moisture-Resistant Sleeves
	Handrail Design	Extended Handrails with Moisture-Resistant Grips
	Side Step Design	Anodized Brushed Aluminum
	Contact Heart Rate Monitoring	Yes
	Wireless Heart Rate Monitoring	Polar® Compatible
AVAILABLE CONSOLES		Envision II 16", Envision II 9", ShowRunner II, Emerge II
ASSET TRACKING		EcoFit Compatible
Cardio 360™	Upper Body Isolation	Yes
	Lower Body Isolation	Yes
	Total Body	Yes
SAFETY	Side Steps	Standard
	Extended Handrails	Standard
	Activity Guard (removable)	Standard
REGULATORY APPROVALS		ETL UL1647, CSA, CE, EN957, FCC
EXTRAS	Accessories	Water Bottle Holder, Accessory Tray, Over Molded Reading Rack/Tablet Holder
PHYSICAL SPECIFICATIONS	Footprint	66" L x 34" W x 64" H / 167.64 cm x 86.36 cm x 162.56 cm
	Active Footprint	73" L x 34" W x 64" H / 185.42 cm x 86.36 cm x 162.56 cm
	Q-Factor	2.5" / 6.35 cm
	Machine Weight	375 lbs / 170 kg
	Shipping Weight	423 lbs / 192 kg
	Maximum User Weight	400 lbs / 181 kg
	Step-Up Height	8" / 20.32 cm
	Portability	2 Front Transport Wheels
WARRANTY	Warranty Classification	Commercial (all dues paying facilities, regardless of usage)
	Frame	Lifetime
	Parts	3 Years
	Labor	3 Years

Warranties outside the U.S. and Canada may vary - Please contact your dealer for details. Specifications subject to change without notice.



truefitness.com | 800.426.6570 | 636.272.7100

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BROCH9CXC900
REV 9-21-22

STAR TRAC® **8 SERIES**

The Star Trac 8 Series line was built to give you the quality and performance you expect from high-end machines with user-focused features like dual personal fans, a hot bar with heart rate monitoring and Soft Trac® technology. For a premium experience pair any 8 Series machine with the OpenHub console which provides entertainment, fitness tracking and asset management solutions that will offer a complete fitness experience to facility owners and their members.



8-UB UPRIGHT BIKE

BASE FEATURES	
HEART RATE MEASUREMENT SYSTEM	Telemetry and contact HR (Bluetooth with embedded display)
CONTROLS	Console
BOTTOM BRACKET	Morse Taper
PEDALS	One-sided, self-leveling platform with removable ratcheting strap and morse taper mounting
SEAT ADJUSTMENT	Easy up ratcheting seat for ease of use
DISPLAY	Choose from LCD, 10" or 15" OpenHub display options
ACCESSORIES	Multiple bottle and accessory holders, LCD and 10" displays pre-wired for 8 Series PVS entertainment, 800/900MHz receivers, and tablet holder
MAX USER WEIGHT	350lb (159kg)
DRIVE SYSTEM	Alternator
ELECTRICAL REQUIREMENTS	LCD is self- generating: touch screen and PVS options require 12V/5 Amp power supply
START UP WATTS	20
ADDITIONAL FEATURES	Elbow pads support multiple riding positions in comfort

FRAME	
MATERIAL	Powder Coated Steel Frame
CUSTOMIZABLE	Paint color options approval required
STANDARD COLOR OPTIONS	Black
LENGTH	46in (117cm)
WIDTH	23in (58cm)
HEIGHT	63in (160cm)
PRODUCT WEIGHT	141lbs (64kg)
SHIPPING DIMENSIONS	48in x 22in x 34in (122cm x 57cm x 86cm)
SHIPPING WEIGHT	157lbs (71kg)

ADDITIONAL SKUS

9-8140-8UB-LCD

9-8140-8UB-10

9-8140-8UB-2019-15-ISDB-DMB-PAL

9-8140-8UB-2019-15-ATSC



CONSOLES

DISPLAY	15" Star Trac	8 Series 10"	LCD
DISPLAY TYPE	Capacitive Touchscreen	Resistive Touchscreen	Static LCD
MULTI-LANGUAGE OPTIONS	English, German, Spanish, Dutch, Portuguese, French, Italian, Swedish, Russian, Finnish, Danish, Chinese, Japanese, Turkish, Polish, Russian, Hebrew, Czech, Slovak	English, German, Spanish, Dutch, Portuguese, French, Swedish	English, German, Spanish, Dutch, Portuguese, French, Italian, Swedish, Katakana, Russian, Finnish
PRE-PROGRAMMABLE WORK OUTS	Yes, 20+	Yes, 11+	Yes, 14+
QUICK START OPTIONS	Yes, single button start options	Yes, single button start options	Yes, single button start options
TV TUNER ENABLED	Yes (Global TV tuner options)	No	No
ETHERNET AND WIFI ENABLED	Yes	No	No
BLUETOOTH DATA TRACKING/ APP CONNECTIVITY	Yes	Yes	Yes
BLUETOOTH HEADPHONES	Yes	No	No
BLUETOOTH HEART RATE	Yes	No	No
APPLE GYMKIT / SAMSUNG GALAXY WATCH CONNECTIVITY	Yes	No	Yes
RUNTV INTEGRATED WORKOUT VIDEOS	Yes	No	No
INTEGRATED WEB-BASED APPS	Yes	No	No
CUSTOMIZABLE HOME SCREEN	Yes	No	No
HDMI STREAMING	Yes; cables not included	Yes, HDMI streaming available with PVS option; cables not included	Yes, HDMI streaming available with PVS option; cables not included
USB	USB port for software updates and device charging; cables not included	USB port for software updates and device charging; cables not included	USB port for software updates and device charging; cables not included
RFID	Optional	No	No
IPTV/SET TOP BOX COMPATIBLE	Yes, add-on accessories required	Yes, with PVS	Yes, with PVS, add-on accessories required
ANT+ FOR GROUP DISPLAY	Yes	Yes	Yes
PERSONAL FAN	Yes, programmable auto start	Yes, programmable auto start	Yes, programmable auto start
ASSET MANAGEMENT	Ecofit Optional	Ecofit Optional	Ecofit Optional
TABLET HOLDER	Integrated front	Integrated front, optional top add-on	Integrated front, optional top add-on
PVS	No	Optional	Optional
800/900 MHZ RECEIVER	No	Optional	Optional



PVS FEATURES

PVS	10/8 Series
DISPLAY TYPE	15.6" HD LED
RESOLUTION	1366 x 768
TUNER OPTIONS	1) ATSC/NTSC/QAM 2) PAL/DVB-T/DVB-C 3) Pro:Idiom
DIGITAL AND ANALOG SUPPORT	Yes
SIGNAL INPUTS	Coax, HDMI
INPUT RF SIGNAL RANGE	-70 dBm(Min) ~ - 10 dBm(Max)
CLOSE CAPTION	Yes
HEADPHONE JACK	3.5mm on Display

SKUS	DESCRIPTION
700-0496-16	BLACK MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/QS 10TR MOUNT
700-0500-16	BLACK MYE PVS SCREEN, 2016, PAL TUNER w/ QS 10TR MOUNT
700-0523-16	MYE PRO:IDIOM PVS w/QS 10TR MOUNT
700-0386-60	BLACK MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/60BLK TR MOUNT
700-0390-60	BLACK MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/60BLK BCG MOUNT
700-0392-60	BLACK MYE PVS SCREEN, 2016, ATSC/NTSC TUNER w/60BLK FC MOUNT
700-0387-60	BLACK MYE PVS SCREEN, 2016, PAL TUNER w/60BLK TR MOUNT
700-0391-60	BLACK MYE PVS SCREEN, 2016, PAL TUNER w/60BLK BCG MOUNT
700-0393-60	BLACK MYE PVS SCREEN, 2016, PAL TUNER w/60BLK FC MOUNT
700-0520-60	MYE PRO:IDIOM PVS w/60BLK 8TR-TRX MOUNT
700-0521-60	MYE PRO:IDIOM PVS w/60BLK BCG MOUNT
700-0522-60	MYE PRO:IDIOM PVS w/60BLK FC MOUNT

Core Health & Fitness is more than gym equipment, we offer innovative solutions for all your facility needs. This is why we've brought together five of the most recognizable fitness brands to ensure our customers can offer their members authentic fitness experiences. Whether working with us directly or through our partners and distributors worldwide, we provide the highest quality equipment backed by a service and support team that will always go the extra mile to get you what you need, when you need it. Partner with us and see how our Core Values motivate our every decision.

CORE
HEALTH & FITNESS



SUBJECT FOR DISCUSSION

Approving the Resolution Ratifying the Reappointment of Eugene Reynolds as a Member of the Fort Lupton Urban Renewal Authority to Serve as the Business Representative for a Term Expiring December 31, 2028.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Pursuant to the bylaws of the Fort Lupton Urban Renewal Authority (Authority), the Authority may consist of nine (9) members and one (1) alternate who shall be appointed by the Mayor, with the consent of City Council. Eugene Reynolds' term will expire on December 31, 2023 and this request is to reappoint him to a five (5) year term.

Mr. Reynolds has regularly attended the meetings of the Fort Lupton Urban Renewal Authority and has expressed an interest in continuing to serve on the board. Additionally, Mr. Reynolds serves as a Business Representative, as required under the bylaws. His continued membership will be valuable to the Authority and the community.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

- 1) Approve the proposed resolution
- 2) Deny the proposed resolution

STAFF RECOMMENDATIONS

Staff recommends approval of Eugene Reynolds' reappointment to the Fort Lupton Urban Renewal Authority for a five (5) year term.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2023Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE REAPPOINTMENT OF EUGENE REYNOLDS AS A BUSINESS REPRESENTATIVE TO THE FORT LUPTON URBAN RENEWAL AUTHORITY FOR A FIVE YEAR TERM BEGINNING DECEMBER 31, 2023 AND EXPIRING DECEMBER 31, 2028

WHEREAS, Eugene Reynolds' term on the Fort Lupton Urban Renewal Board will expire December 31, 2023; and

WHEREAS, Eugene Reynolds has expressed interest in continuing to serve on the Fort Lupton Urban Renewal Authority as a Business representative; and

WHEREAS, the Mayor, with consent of City Council, appoints members to the Board pursuant to Bylaws of the Fort Lupton Urban Renewal Authority and Colorado Urban Renewal Law; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council appoints Eugene Reynolds as a Business Representative to the Fort Lupton Urban Renewal Authority for a five-year term expiring on December 31, 2028.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 21st DAY OF NOVEMBER 2023.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approving the Resolution Ratifying the Reappointment of Gary Montoya as a Member of the Fort Lupton Urban Renewal Authority to Serve as a Resident Representative for a Term Expiring December 31, 2028

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Pursuant to the bylaws of the Fort Lupton Urban Renewal Authority (Authority), the Authority may consist of nine (9) members and one (1) alternate who shall be appointed by the Mayor, with the consent of City Council. Gary Montoya's term will expire on December 31, 2023 and this request is to reappoint him to a five (5) year term.

Mr. Montoya has regularly attended the meetings of the Fort Lupton Urban Renewal Authority and has expressed an interest in continuing to serve on the board. His continued membership will be valuable to the Authority and the community.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

- 1) Approve the proposed resolution
- 2) Deny the proposed resolution.

STAFF RECOMMENDATIONS

Staff recommends approval of Gary Montoya's reappointment to the Fort Lupton Urban Renewal Authority for a five (5) year term.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2023Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE REAPPOINTMENT OF GARY MONTOYA AS A RESIDENT REPRESENTATIVE TO THE FORT LUPTON URBAN RENEWAL AUTHORITY FOR A FIVE YEAR TERM BEGINNING DECEMBER 31, 2023 AND EXPIRING DECEMBER 31, 2028

WHEREAS, Gary Montoya’s term on the Fort Lupton Urban Renewal Board will expire December 31, 2023; and

WHEREAS, Gary Montoya has expressed interest in continuing to serve on the Fort Lupton Urban Renewal Authority as a Resident representative; and

WHEREAS, the Mayor, with consent of City Council, appoints members to the Board pursuant to Bylaws of the Fort Lupton Urban Renewal Authority and Colorado Urban Renewal Law; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council appoints Gary Montoya as a Resident Representative to the Fort Lupton Urban Renewal Authority for a five-year term expiring on December 31, 2028.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 21st DAY OF NOVEMBER 2023.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Authorize the Mayor's Signature on Amendment 5 to the Jacobs contract

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Rebateable Budget - The Jacobs Contract contains a provision for a rebateable budget of \$334,000, allocated to purchase chemicals and propane, solids hauling and general repairs. We are requesting an increase of \$60,000 in the repairs section of the rebateable budget to compensate for the increased frequency and cost of necessary repairs. We are also requesting an increase of \$20,000 to the sludge hauling section of the rebateable budget to compensate for reliability issues with the solids process, as well as rising costs of hauling sludge.

Base Fee Increase - Appendix F of the Jacobs contract contains a base fee adjustment formula which considers the Consumer Price Index and the Employment Cost Index. This year the default base fee adjustment was calculated at 3.73%. We are requesting a 4% adjustment this year. Of this increase, 98% will be allocated to labor costs, with the intention of retaining existing talent, while the other 2% will be allocated to non-labor budget items, to offset increasing costs.

FINANCIAL CONSIDERATIONS

The contract amendments are included in the 2024 budget. Below you will find two tables outlining the budget increase requests for both the rebateable budget, as well as the base fee.

<u>Rebateable Item</u>	<u>2023 Budget</u>	<u>2024 Budget</u>
Repairs	\$ 140,000	\$ 200,000
Chemicals	114,000	114,000
Utilities (Propane/Natural Gas)	40,000	40,000
Sludge Hauling	40,000	60,000
Total Rebateable Budget	<u>\$ 334,000</u>	<u>\$ 414,000</u>

2024 Base Fee Escalation			
	Default	Actual	Difference
Percentage	3.73%	4.00%	.27%
Dollars	\$46,026.96	\$49,298.03	\$3,271.34

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

Not Applicable

STAFF RECOMMENDATIONS

Staff recommends approval of both the rebateable and base fee escalation budget increases.

Attachments: Amendment No. 5

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

AMENDMENT NO. 5
to the
AGREEMENT
for
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES
for
FORT LUPTON, COLORADO

THIS AMENDMENT NO. 5 is made and entered into this ____ day of _____ 2023, by and between the **Fort Lupton Utility Enterprise Board** (hereinafter “Owner”), whose address for any formal notice is 130 S. McKinley Avenue, Fort Lupton, CO 80621 and **Operations Management International, Inc.** (hereinafter “OMI”), whose address for any formal notice is 6312 S. Fiddler’s Green, Suite 300N, Greenwood Village, CO 80111.

NOW THEREFORE, the Owner and OMI hereby agree that the Agreement dated August 6, 2019 between Owner and OMI (the “Agreement”) shall be and is hereby amended and modified in the following manner for the period from January 1, 2024 through December 31, 2024:

1. Article 4. COMPENSATION is hereby deleted in its entirety and replace with the following:
4. COMPENSATION
 - 4.1 Owner shall pay to OMI as compensation for services performed under this Agreement a base fee of **One Million Two Hundred Eighty-One Thousand Seven Hundred Forty-Eight Dollars and Sixty-Nine Cents (\$1,281,748.69)** for the period of January 1, 2024 through December 31, 2024 exclusive of rebateable budgets set forth in Article 4.4, 4.5, 4.6 and 4.7 (the “Rebateable Limits”). Subsequent years’ base fee shall be determined as hereinafter specified.
 - 4.2 The base fee shall be negotiated each year three (3) months prior to anniversary of the effective date hereof, should Owner and OMI fail to agree after good faith negotiations, the base fee will be determined by the application of the base fee adjustment formula shown in Appendix F.
 - 4.3 In the event that a change in the scope of services provided by OMI occurs, Owner and OMI will negotiate a commensurate adjustment in base fee.
 - 4.4 Owner will pay as additional compensation to OMI for Chemicals a Chemical Fee of **One Hundred Fourteen Thousand Dollars (\$114,000)** for the period of set forth in Article 4.1 of this Agreement. Owner shall pay OMI for all Chemical Costs Fees in excess of the Chemical Fee. OMI will rebate to the Owner the entire amount that is the difference of the actual Chemical Cost and the Chemical Cost Fee in any year of this Agreement.
 - 4.5 Owner shall pay as additional compensation to OMI for Other Utility Costs a fee of **Forty Thousand Dollars (\$40,000)** for the period set forth in Article 4.1 of this Agreement. Owner shall pay OMI for all Other Utilities Costs Fees in excess of the Other Utilities Costs Fee. OMI will rebate to the Owner the entire amount that is the difference between actual Other Utility Costs and the Other Utilities Cost Fee in any year of this Agreement.

- 4.6 The Owner shall pay as additional compensation to OMI a fee of **Two Hundred Thousand Dollars (\$200,000)** for the Annual Repairs Limit for the period set forth in Article 4.1 of this Agreement. OMI will rebate to Owner the entire amount that actual Repairs are less than the Annual Repairs Limit in any year of this Agreement.
- 4.7 The Owner will pay additional compensation to OMI a fee of **Sixty Thousand Dollars (\$60,000)** for Biosolids Removal Costs for the period set forth in Article 4.1 of this Agreement. The Owner shall pay OMI for all Biosolids Removal costs in excess of the Biosolids Removal Cost fee. OMI will rebate to the Owner the entire amount that is less than the annual Biosolids Removal Cost Fee in any year of this Agreement.

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment. Both parties indicated their approval of this Agreement by their signatures below.

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**

Authorized Signature:

Name: Craig Faessler
Title: Geographic Director of Operations
Date: _____

**FORT LUPTON UTILITY
ENTERPRISE BOARD**

Authorized Signature:

Name: Zo Hubbard
Title: Mayor
Date: _____



SUBJECT FOR DISCUSSION

Adopting an Ordinance Accepting the Right of Way Dedication from Anna Marie Taylor and George Paul Taylor Along College Avenue and County Road 12 for the Taylor Minor Subdivision

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Anna Maire Taylor and George Paul Taylor III (Taylor's), submitted the Taylor Minor Subdivision for development of future residential subdivision. Since Right of Way (ROW) dedication cannot be done for a Minor Subdivision, the dedication will need to be done by separate document.

The Taylors are dedicating a 42.5-foot wide public right of way located along County Road 29.5 and County Road 12, containing 3.14 acres, more or less.

FINANCIAL CONSIDERATIONS

Not applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Accept Dedication
- Do nothing

STAFF RECOMMENDATIONS

Staff recommends acceptance of the 42.5-feet of public Right of Way from the Taylor's

Attachments:

- Ordinance
- Right-of-Way Dedication
- Exhibit A

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO. 2023-xxxx

INTRODUCED BY:

A ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE DEDICATION OF A 42.5-FOOT WIDE PUBLIC RIGHT OF WAY PARALLEL WITH THE SECTION LINE OF COLLEGE AVE AND 42.50 FEET NORTH OF THE SOUTH SECTION LINE OF COUNTY RD 12 , CONTAINING 3.14 ACRES, MORE OR LESS, COUNTY OF WELD, STATE OF COLORADO ALONG THE FRONTAGE OF THE TAYLOR MINOR SUBDIVISION, AMENDMENT NO. 1 PLAT THE WEST ½ OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66W OF THE SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO.

WHEREAS, City of Fort Lupton, Colorado (the “City”) and George Paul Taylor III and Anna Marie Taylor, have this day filed with the City of Fort Lupton, Colorado (the “City”), its dedication of certain real estate, which Dedication is hereinabove set forth:

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

NOW THEREFORE BE IT RESOLVED that city council hereby accepts said dedication, and orders that the instrument of dedication be recorded in the recorder’s office of the county of weld, state of Colorado, and said described real estate is hereby declared open and dedicated pursuant to C.R.S. § 24-68-101, et seq.

THIS RIGHT OF WAY IS CREATED AND GRANTED THIS _____ DAY OF NOVEMBER 2023.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this ____ day of November 2023.

PUBLISHED in the Fort Lupton Press the ____ day of November 2023.

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

PUBLISHED BY TITLE ONLY the ____ day of _____ 2023.

EFFECTIVE (after publication) the ____ day of _____ 2024.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

WARRANTY DEED

THIS DEED, made this 1st day of November, 2023, between Anna Marie Taylor and George Paul Taylor III, of 1308 7th Street, Fort Lupton, County of Weld and State of Colorado, grantor(s), and City of Fort Lupton whose legal address is 130 S McKinley Ave of the City of Fort Lupton and County of Weld and State of Colorado, grantee(s),

WITNESSETH, That the grantor(s), for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), heirs, and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the Weld County of Fort Lupton and State of Colorado, described as follows:

A 42.50-FOOT WIDE PARCEL OF LAND LOCATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF SAID WEST 1/2 TO BEAR NORTH 00°11'56" WEST AS MONUMENTED BY A 3 1/4" ALUMINUM CAP LS 13155 IN A RANGE BOX ON THE NORTH, AND BY A 3/4" REBAR WITH A 2 1/2" ALUMINUM CAP LS 38730 ON THE SOUTH, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO;

BEGINNING AT THE SOUTHWEST CORNER OF SAID WEST 1/2; THENCE COINCIDENT WITH THE SOUTH LINE OF SAID WEST 1/2 NORTH 88°59'48" EAST, A DISTANCE OF 1325.78 FEET TO THE SOUTHEAST CORNER OF SAID WEST 1/2; THENCE COINCIDENT WITH THE EAST LINE OF SAID WEST 1/2 NORTH 00°14'43" WEST, A DISTANCE OF 42.50 FEET; THENCE PARALLEL WITH AND 42.50 FEET NORTH OF THE SOUTH LINE OF SAID WEST 1/2 SOUTH 88°59'48" WEST, A DISTANCE OF 1283.24 FEET; THENCE PARALLEL WITH AND 42.50 FEET EAST OF THE WEST LINE OF SAID WEST 1/2 NORTH 00°11'56" WEST, A DISTANCE OF 1891.46 FEET TO THE SOUTH LINE OF LOT A OF RECORDED EXEMPTION NO. 1471-04-4 RE-4050 RECORDED JUNE 9, 2005 AT RECEPTION NO. 3293623; THENCE COINCIDENT WITH THE SOUTH LINE OF SAID LOT A SOUTH 78°29'49" WEST, A DISTANCE OF 43.54 FEET TO THE EAST LINE OF SAID WEST 1/2; THENCE COINCIDENT WITH SAID EAST LINE SOUTH 00°11'56" EAST, A DISTANCE OF 1925.98 FEET TO THE POINT OF BEGINNING,

CONTAINING 3.14 ACRES, MORE OR LESS, COUNTY OF WELD, STATE OF COLORADO.

also known by street and number as: N/a

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

EXHIBIT A

A 42.50-FOOT WIDE PARCEL OF LAND LOCATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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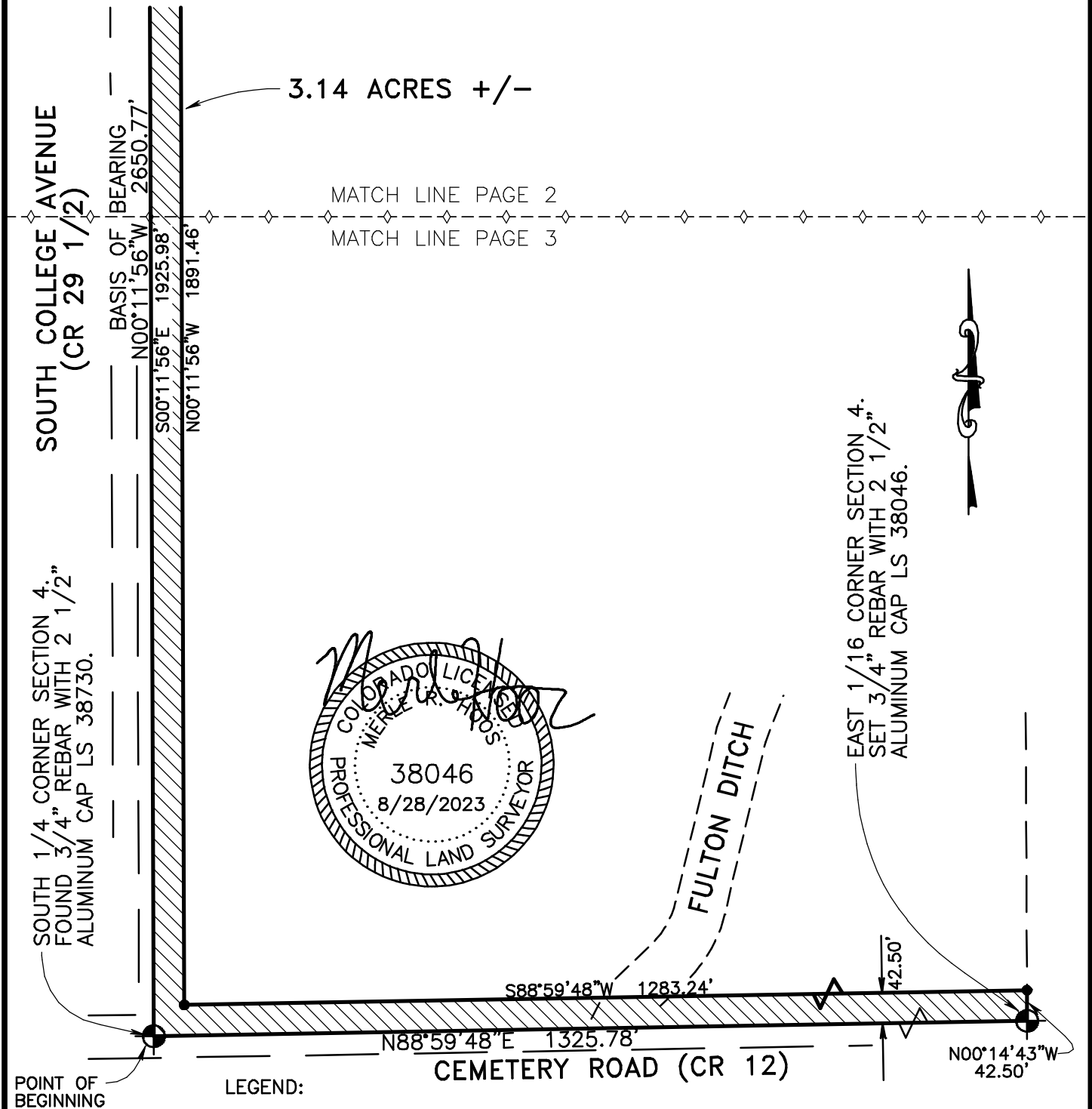
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DESCRIPTION PREPARED BY:

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



Exhibit A



(Page 2 of 3)

ADDITIONAL RIGHT OF WAY	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

Exhibit A

CENTER 1/4 CORNER SECTION 4.
FOUND 3 1/4" ALUMINUM CAP
LS 13155 IN RANGE BOX.

S78°29'49"W
43.54'

42.50'

3.14 ACRES +/-

SOUTH COLLEGE AVENUE
(CR 29 1/2)

BASIS OF BEARING
N00°11'56"W 2650.77'

S00°11'56"E 1925.98'
N00°11'56"W 1891.46'

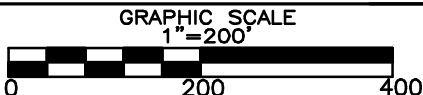
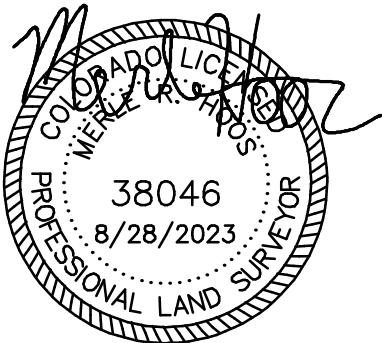
MATCH LINE PAGE 2

MATCH LINE PAGE 3

LEGEND:

● = INDICATES CHANGE IN DIRECTION ONLY.

(Page 3 of 3)



DRAWN BY: MRH
FIELD: MRH
JOB:23-244



ADDITIONAL RIGHT OF WAY

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

EXHIBIT A

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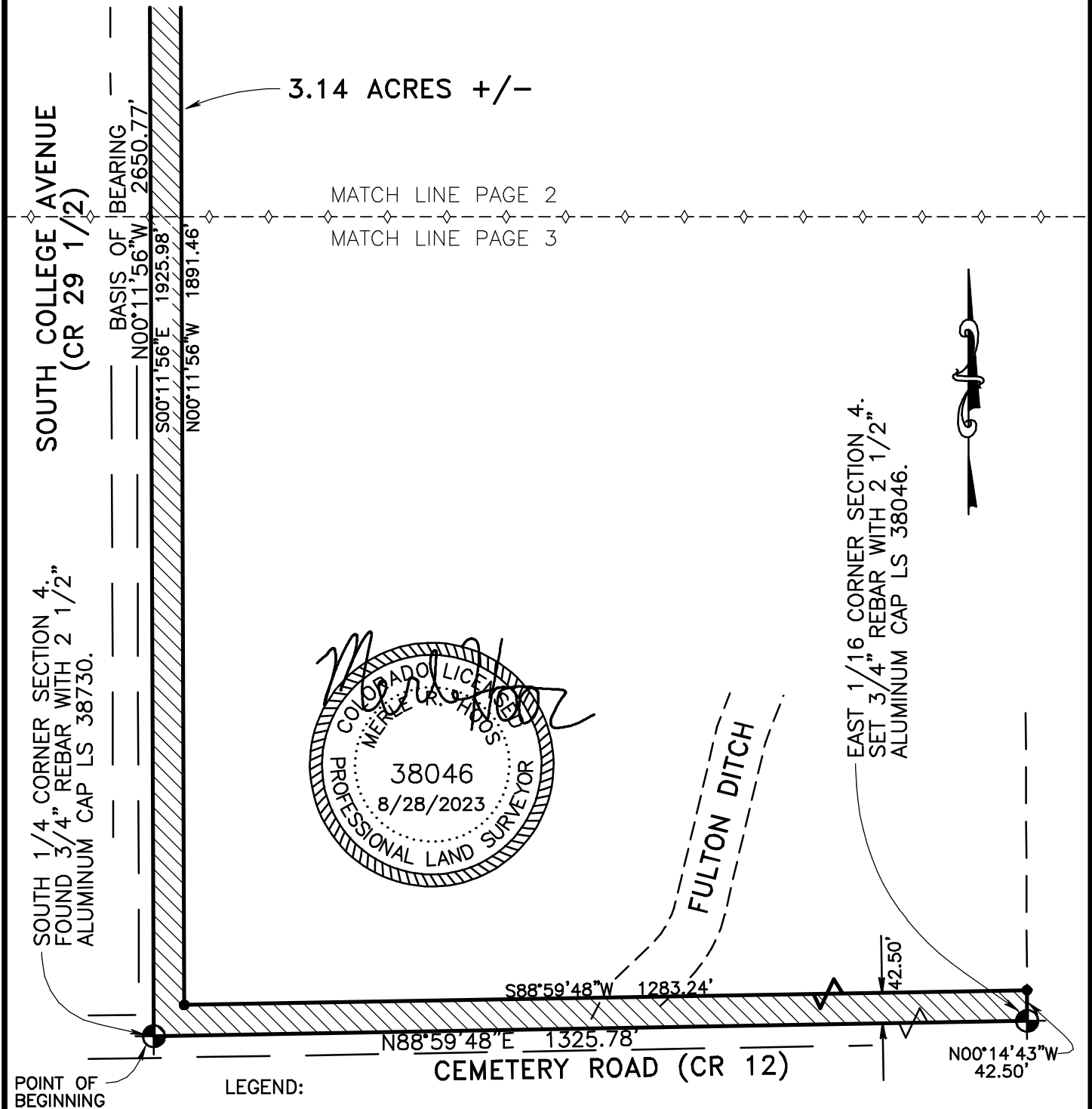
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DESCRIPTION PREPARED BY:

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



Exhibit A



(Page 2 of 3)



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

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43.54'

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N00°11'56"W 1891.46'

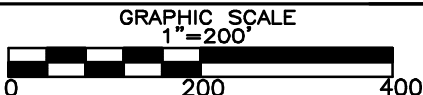
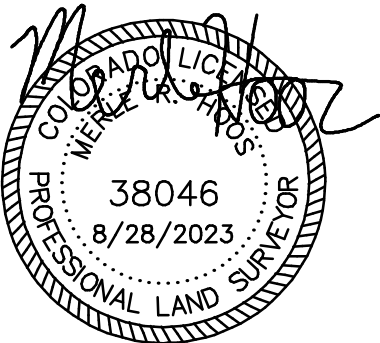
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MATCH LINE PAGE 3

LEGEND:

● = INDICATES CHANGE IN DIRECTION ONLY.

(Page 3 of 3)



DRAWN BY: MRH

FIELD: MRH

JOB:23-244



ADDITIONAL RIGHT OF WAY

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



SUBJECT FOR DISCUSSION

Accepting a Proposal from Sweet Roofing LTD to Provide for Construction Observation and Reroof Buildings for the Public Works Shop for an Amount not to Exceed \$99,365.00 Allocated from the General Fund Public Works Shop 2024 Budget

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Public Works Shop is in need of a new roof. Two options are available with Sweet Roofing LTD. The first option is for a complete tear off and a new thermoplastic membrane for a total of \$99,365 with a 15-year warranty. The second Option would be retaining all the existing roof on the building and adding a roof hugger system for \$77,544.00 for the 26-gauge metal. If the City upgraded to 24-gauge metal it would add an additional \$10,848.00.

FINANCIAL CONSIDERATIONS

The 2024 General Fund Public Works budget has \$100,000 budgeted to repair the shop roof.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

1. Replace the roof under Option 1.
2. Direct staff to review other options.

STAFF RECOMMENDATIONS

Staff recommend Option One with Sweet Roofing LTD for an amount not to exceed \$99,365.00.

Attachments:

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Sweet Roofing, LTD.

6959 Panorama Avenue

Firestone, CO 80504

Phone: (970) 371-8975

www.Sweetroofing.com



TO:

Fort Lupton
130 S McKinley Avenue
Longmont, Colorado 80621

11/6/2023

800 12th St 2023 ReRoof

ADDRESS: 800 12th Street, Fort Lupton, Colorado 80621

Sweet Roofing, LTD. proposes to do the following work:

Furnish materials, equipment, appliances, and perform labor required to execute this work as specified and as necessary to complete the contracting.

Prepare existing roofing system for an overlay system.

In flues of existing roofing system, install new EPS flue fill insulation.

Over EPS, install new cover board with screws and plates into the existing roofing system substrate.

Install new 60mil thermoplastic roofing system over cover board.

Provide and install new pipe boots, cone jack flashing and prefinished edge metal at all roof edges.

Perimeter flashings curb flashings, vents, pipes, and other details shall be flashed as shown in the manufacturer's detail drawings. All flashings shall be mechanically fastened at the top under or through appropriate counter flashing with approved fasteners.

Existing translucent panels will be removed, new hat channel will be installed to support new membrane roofing system.

Clean up and haul away all roofing debris.

PRICE

\$96,977.00

Options:

1. Add \$2,388.00 to include a manufacturer's 15-year manufacturer's labor and material warranty.

Sweet Roofing, LTD.
6959 Panorama Avenue
Firestone, CO 80504
Phone: (970) 371-8975
www.Sweetroofing.com



Notes:

1. Above scope of work and pricing is based on the approval of the City of Fort Lupton.
2. Access directly next to the building must be provided for crew truck, roll-off and crane, for the duration of the project or additional charges will apply.
3. Every care will be exercised in the completion of work described within this proposal. However, we cannot be responsible for dirt, dust or debris that may be present within the ceiling and other building components that may be distributed and fall during repair activities.
4. Costs associated with modification, removal and/or replacement of the existing electrical, plumbing, or mechanical systems during the completion of the activities described within this proposal will be borne by the owner.
5. Sweet Roofing is not adding any type of tapered insulation. Any ponding on the existing roofing system will remain on the new roofing system. Sweet Roofing cannot be held responsible for any type of ponding water. Please contact Sweet Roofing if tapered insulation is requested.

Payment Terms & Qualifications:

Payment Terms: Monthly in progress, due upon receipt.

Proposal is good for 10 days.

Please note that your 2-year Sweet Roofing labor and material warranty will be provided upon final payment.

This proposal is based on the use or execution of standard AIA contracts.

Design Clause & Acceptance of Proposal: Sweet Roofing, LTD. is specifically not performing design services and is specifically not responsible for damages caused by occurrences such as mold, condensation, loose flue pipes, or other similar occurrences. The above prices, specifications, and conditions are satisfactory and are hereby accepted this document must be made as an exhibit to the contract. Payment will be made as outlined above. The above undersigned agrees and shall be responsible for all Attorneys' fees and court costs incurred by Sweet Roofing, LTD. In the event this account is not paid, finance charges of 1.5%/month will be added to any unpaid balance.

If you are in accordance with the conditions herein, please execute the agreement below. We will, in turn, sign the agreement and return one copy to you. Thank you for your cooperation in expediting this contract for your roofing needs.

Approved By:

PRINT NAME

SIGNATURE DATE



Brandon DeLozier
Sweet Roofing, LTD.

TERMS AND CONDITIONS

Article 1. Work. This Proposal and Contract ("Contract") is between Sweet Roofing, LTD. ("Sweet Roofing") and the entity or person addressed on the first page of this Contract ("Owner") for work to be performed at the address also identified on the first page of this Contract (the "Project"). This Agreement constitutes the entire agreement and understanding between the parties and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter. Owner hereby expressly gives permission for Sweet Roofing to use subcontractors or contract labor as necessary to complete the Work.

Article 2. Payment. Payment for invoiced amounts shall be due within 30 days of the date of the invoice. For any amounts not timely paid pursuant to this provision, a late fee of 1.5% of the outstanding amount shall accrue for every 30 days not paid. Maximum charge on Visa or MasterCard is \$1,500.00 per Contract.

Article 3. Safety, Insurance and Bonds. Sweet Roofing will comply with its safety procedures and with all applicable laws, codes, ordinances, rules and regulations in keeping its workers safe and its work free of hazards. Sweet Roofing agrees to obtain, maintain and pay for workers' compensation insurance, comprehensive general liability insurance, and comprehensive automobile liability insurance. A Certificate of Insurance identifying our insurance carrier and the types and amounts of coverage and our insurance contact information is available for inspection and is incorporated herein by reference and should be considered as part of this contract/proposal. Owner agrees to obtain, maintain and pay for comprehensive general liability insurance and insurance for its property. If the Owner requires any performance bonds, such premiums shall be paid by Owner before commencement of Work. Otherwise, Owner waives any requirement for a performance bond.

Article 4. Guarantee and Warranty. Sweet Roofing is not responsible for any damages which occur to Owner's property because of defects in architectural, engineering, construction plans and drawings or with respect to any failure to comply with any applicable building codes through construction occurring under such plans. Sweet Roofing is specifically not performing design services and is specifically not responsible for damages caused by occurrences such as mold, condensation, loose flue pipes, or other similar occurrences. Without cost to Owner and upon written notice to Sweet Roofing, Sweet Roofing agrees to promptly correct any portion of the Work that it determines was improperly performed and other work affected by such improperly performed Work. If Owner fails to make a request in writing to Sweet Roofing to repair the improperly performed Work, and fails to allow Sweet Roofing to make repairs to the Work, then Owner waives all claims against Sweet Roofing relating to such improperly performed Work. Owner agrees and acknowledges that Sweet Roofing will not be held responsible for any consequential damages to the Project or personal contents and that the Owners claims against Sweet Roofing are subject to the conditions and limitations set forth in this Guarantee and Warranty. To the maximum extent allowed by law, THERE ARE NO OTHER GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED.

Article 5. Facilities. Owner agrees to provide Sweet Roofing, without charge, proper working space, sufficient storage room for all materials, and reasonable use of such facilities as scaffolding, elevators and such other equipment as may be available for handling materials. Owner further agrees to permit Sweet Roofing to use driveways and paved areas leading to or adjacent to the job for its equipment without liability to Sweet Roofing occasioned by such use. Sweet Roofing is not responsible for any loss or damage sustained which is caused by a condition which exists prior to the beginning of the work under this Contract. Owner agrees that the Project will be ready to receive Sweet Roofing's Work when the Owner schedules such Work. Any additional trips to the Project to complete the Work due to the failure to provide Sweet Roofing with access to the Project at a time when the Project is ready to receive the Work shall result in additional charges to Owner.

Article 6. Indemnification. The Owner shall defend, indemnify and hold Sweet Roofing harmless from and against any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the Project, except to the extent caused by the misconduct or intentional actions of Sweet Roofing.

Article 7. Assertion of Claims. If Owner has any claim against Sweet Roofing relating in any way to the Work performed by Sweet Roofing or this Contract, Owner agrees to first notify Sweet Roofing in writing of any claims, and allow Sweet Roofing a reasonable and meaningful opportunity to cure any deficiencies in its Work. Owner further agrees to initiate any claims against Sweet Roofing within two years of the date of completion of the Work described on the first page of this Contract. If such claims are not asserted within two years, Owner agrees that all of its claims against Sweet Roofing are waived.

Article 8. Governing Law and Dispute Resolution. This Contract has been executed by Sweet Roofing in the State of Colorado and shall be governed by, construed, interpreted and enforced with the laws of the State of Colorado. If any dispute arises between Sweet Roofing and Owner, such dispute shall first be mediated and if mediation is not successful, will be resolved through binding arbitration. Any litigation proceedings shall be conducted in Colorado.

Article 9. Modification. Any modification of this Contract or additional obligation assumed by either Owner or Sweet Roofing in connection with this Contract shall be binding only if evidenced in writing signed by both Owner and Sweet Roofing.

Article 10. Severability. To the extent that any provision or portion of any provision in this Contract is found void, unenforceable, or of no effect by a court of law or equity, such provision or portion of such provision will be severed from this Contract and will not affect the remainder of the provisions of this Contract.

Article 11. Paragraph Headings. The titles to the paragraphs of this Contract are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract.

Article 12. Termination. You have the right to rescind this Contract and obtain a full refund of any deposit within 72 hours after entering the Contract. If you plan to use the proceeds of a property and casualty insurance policy to pay for the roofing work, you may rescind this contract within 72 hours after you receive written notice from the property and casualty insurer that your claim has been denied in whole or in part. Sweet Roofing is entitled to retain payments or deposits to compensate Sweet Roofing for work actually performed in a workmanlike manner consistent with standard industry practices and are entitled to compensation for custom or non-returnable materials that may have been ordered prior to any recession. Sweet Roofing cannot pay, waive, rebate, or promise to pay, waive or rebate all or part of any insurance deductible applicable to the insurance claim for payment for work at the Project. In the event of the termination of this Contract, all of the rights and remedies of either party survive.



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Appointment of Certain Nominees to the Board of Trustees of the High Plains Library Board

SUMMARY STATEMENT/BACKGROUND DISCUSSION

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

The High Plains Library District Board of Trustees is comprised of seven trustee seats, two of which are currently up for replacement. Pursuant to C.R.S. § 24-90-108(2)(c), provides that the Establishing Bodies have authority to ratify trustees recommended for appointment to the High Plains Library Board of Trustees, and pursuant to C.R.S. § 24-90-108(2)(c), recommendation of replacement library trustees must be made by a committee held for that purpose.

After a meeting held on October 20, 2023, the Committee voted by majority vote to recommend the following individuals for appointment to the High Plains Library District Board of Trustees, for the term lengths specified below

Region 3:

Michael Wailes, 4-year term, 2024-2027

At Large

Deana Lemos-Garcia, 4-year term, 2024-2027

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Approve the appointment within 60 days.
2. Deny the appointment.

STAFF RECOMMENDATIONS

Staff seeks recommendation.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2023Rxxx

A RESOLUTION RATIFYING THE APPOINTMENT OF CERTAIN NOMINEES TO THE BOARD OF TRUSTEES OF THE HIGH PLAINS LIBRARY DISTRICT

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

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

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

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

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

WHEREAS, pursuant to that Joint Motion and Stipulation to Approve Settlement and Dismiss Remaining Claims entered into by the Establishing Bodies and ordered by the Court in Weld County District Court Case No. 2014 CV 30358, a trustee selection committee (the "Committee") met on October 20, 2023 to interview trustee candidates, and

WHEREAS, on October 20, 2023, the Committee voted by majority vote to recommend the following individuals for appointment to the High Plains Library District Board of Trustees, for the term lengths specified below:

- ❖ Region 3:
 - Michael Wailes, 4-year term, 2024-2027
- ❖ At Large
 - Deana Lemos-Garcia, 4-year term, 2024-2027

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fort Lupton, Colorado, as follows:

I. Ratification:

That the appointment of:

Michael Wailes to serve as Region 3 Trustee and Deana Lemos-Garcia to serve as At Large Trustee

on the High Plains Library District Board of Trustees for a 4-year term is hereby ratified.

2. This Resolution shall become effective immediately.

Dated this 21st day of November, 2023.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

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

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The applicants, Lupton Land L.L.C. and JR Engineering have applied for approval of a Preliminary Plat, known as the Coyote Creek PUD Filing No. 5 Preliminary Plat. A public hearing with the Fort Lupton Planning Commission for this application was held on November 9, 2023, and Planning Commission recommended approval to City Council of the Preliminary Plat.

The site that is the subject of the Preliminary Plat is located adjacent to the north and south of Coyote Creek Drive. It is west and adjacent to College Ave. in the Northwest Quarter of Section 4, Township 1 North, Range 66 West of the 6th Principal Meridian, City of Fort Lupton., County of Weld, State of Colorado (the Property). The proposed Preliminary Plat is for a single-family detached residential subdivision that will include 76 lots. The subdivision is 10 acres, more or less.

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

FINANCIAL CONSIDERATIONS

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

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

The City Council has the following options for each request:

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

STAFF RECOMMENDATIONS

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

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Attachments:

- a. Proposed Resolution
- b. Planning Commission Resolution P2023-007
- c. Planning Commission Minutes
- d. Staff Report
- e. Project Description
- f. Preliminary Plat
- g. Legal Notifications

RESOLUTION NO. 2023Rxxx

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

WHEREAS, the Planning Commission held a public hearing on November 9, 2023, for the purpose of reviewing the Coyote Creek PUD Filing No. 5 Preliminary Plat; and

WHEREAS, the Coyote Creek PUD Filing No. 5 Preliminary Plat proposes to develop a property for a single-family detached residential subdivision with 76 lots; and

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

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

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

- I. Prior to finalizing the Preliminary Plat:
 - A. Any redline comments provided by City staff shall be made to the preliminary plat.
 - B. Applicant shall adequately address all Public Works comments.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 21st DAY OF NOVEMBER, 2023.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

RESOLUTION NO. P2023-007

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

WHEREAS, JR Engineering ("Applicants") have applied for approval of the Coyote Creek PUD Filing No. 5 Preliminary Plat for 76 single family detached residential lots (the "Application"); and

WHEREAS, the Planning Commission held a public meeting on November 9, 2023 for the purpose of reviewing the Coyote Creek PUD Filing No. 5 Preliminary Plat; and

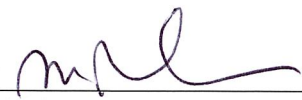
WHEREAS, after review of the Application and consideration of staff comments, Applicant's presentation and any public input, Planning Commission finds the request for the Coyote Creek PUD Filing No. 5 Preliminary Plat conforms with City codes and requirements and policies therein; and

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

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

- I. Prior to finalizing the Preliminary Plat:
 - A. Any redline comments provided by City staff shall be made to the preliminary plat.
 - B. Applicant shall adequately address all Public Works comments.

DONE THIS 9th DAY OF NOVEMBER, 2023, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.


Chairman

ATTEST:


Planning Director

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
November 9th, 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 November 9, 2023.

Chair Mike Simone called the meeting to order at 6:00 PM

ROLL CALL

Commissioners Present: Chair Mike Simone, Vice-Chair Bushrod White, Members Kathy Kvasnicka, Shannon Rhoda, Zachery Potter, and virtually through GoToMeeting, Jimmy Dominguez.

City Staff Present: Planning Director Todd Hodges, Planner Magaly Morales, Planner Sean McDermott, Public Works Development Review Engineer David Rausch, and Planning Administrative Assistant Hailey McKay

APPROVAL OF AGENDA

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

CONSENT AGENDA

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

PUBLIC COMMENT

There were no public comments.

ACTION ITEMS

P2023-007 Coyote Creek Filing No. 5 Preliminary Plat

City Planner Magaly Morales introduced the action item submitted by JR Engineering, Coyote Creek Filing No. 5 Preliminary plat, which is located in the southeast corner of the Coyote Creek Development. The application is for 76 single family detached homes, and the area is zoned PUD and allows for residential uses. The master plan for the Coyote Creek development originally proposed multi-family housing at this location, however, did provide for the ability to develop single family attached or detached housing. Ms. Morales stated that the commission previously approved filing number 5 in November of 2022, but the application was withdrawn prior to the City Council hearing, and resubmitted for a new review this year. The application has been reviewed using the Residential Subdivision Standards that were in effect prior to the 2022 development code update. Public notification requirements were met, however, there was a misprint of the date for the Planning Commission hearing on the public notice sign posted on the property. The misprint was not corrected. Correct information was published in the newspaper, mailed out to surrounding property owners, published online, and otherwise available to interested parties. Per section 2.01 F (6) of the development code, the Planning Director approved the proceeding of the hearing.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
November 9th, 2023

Ken Merritt with JR Planners, Engineers, and Landscape Architects representing the applicant presented to the commissioners. Mr. Merritt presented information about the location, that it is approximately 10.2 acres, bounded on the east by College Ave. and Aims Community College, and Highway 52/ 1st Street to the south. He stated how the property is east of the 8th and 9th fairways of the Coyote Creek Golf Course. Mr. Merritt addressed how the property is a part of parcel D, Filing Number 3, which is already constructed and being finalized through filing number 5. He stated that they propose 76 single family detached lots, approximately 40x100 feet, with some lots being up to 160 feet in depth. Mr. Merritt presented the preliminary elevations for the homes, and stated that they are still at a point of being developed.

Chair Simone opened to public comments at 6:08 PM. Seeing none, Chair Simone closed the public comment section at 6:08 PM.

Chair Simone opened up for Commissioner questions at 6:08 PM.

Commissioners addressed their comments and questions with the applicant which included:

- Snow removal along College Ave.
- Size of homes compared to the lots
- Types of fences to be installed
- Price range of homes
- The rear elevations of homes, specifically the ones budding the golf course

Commissioner Potter moved to approve P2023-007 Coyote Creek Filing No. 5 Preliminary Plat, Commissioner Rhoda seconded the motion.

Motion passed unanimously on roll call votes.

DISCUSSION ITEMS

Board of Adjustments

Variance Procedure

Appeal of Decision

FUTURE BUSINESS

The next meeting of the Planning Commission will be on November 23rd, 2023 at 6:00 PM.

ADJOURNMENT

Commissioner White moved to adjourn the meeting at 6:35 PM, Commissioner Potter seconded the motion.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
November 9th, 2023**

Submitted by

Hailey McKay, Planning Administrative Assistant

Approved by Planning Commission

Mike Simone, Chair

DRAFT



COYOTE CREEK PUD FILING NO. 5 PRELIMINARY AND FINAL PLAT
STAFF REPORT
PPL2023-001
FPL2023-001

PROJECT DESCRIPTION

Project No.: PPL2023-001 and FPL2023-001

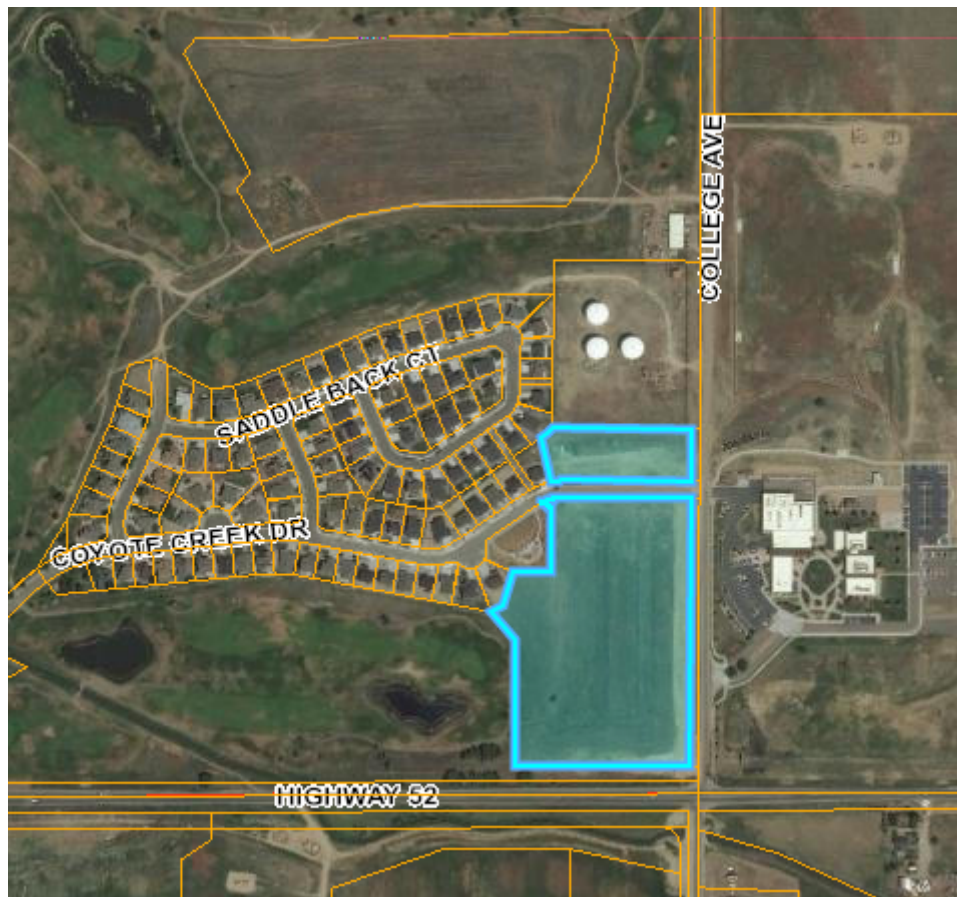
Project Name: Coyote Creek PUD Filing No. 5 Preliminary and Final Plat

Owner's Name: Bob Quinette with Lupton Land LLC

Representative's Name: Kenneth Merritt with JR Engineering

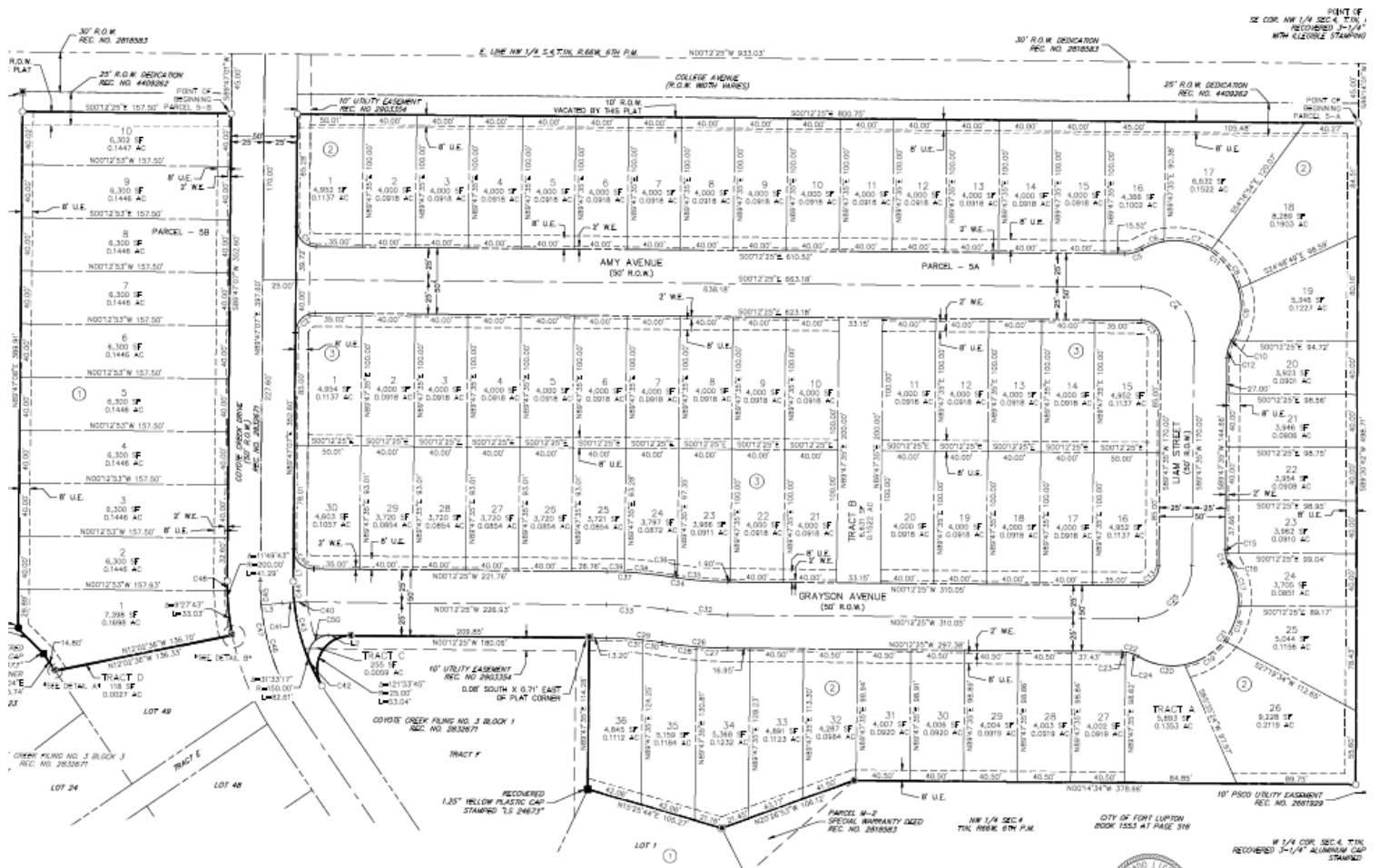
Location of Request:

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



Nature of Request:

The Applicant has submitted a request for a preliminary and final plat for 76 single-family detached residential lots and will include .22 acres of common open space.



Site Size: 10 acres, more or less.

Zone District: PUD Planned Unit Development.

Proposed Use: Residential uses to include 76 single-family detached residential lots, including open space amenity area.

Existing Use: Vacant

Hearing Dates: Planning Commission – November 9, 2023 at 6:00 PM; and
City Council – November 21, 2023 at 6:00 PM.

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

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

SUMMARY OF PREVIOUS APPLICATIONS

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

APPLICATION PROCESS

The Applicant is requesting approval of a preliminary and final plat for a residential subdivision that will include 76 single-family detached homes, including open space amenity area.

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

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

NOTIFICATION REQUIREMENTS

The Subdivision Regulations require published notice of the hearings in a timely manner prior to the hearings. The Planning Commission and City Council hearings were published in the Fort Lupton press on October 19, 2023.

Notice of the public hearings was posted on the Property on October 25, 2023, pursuant to the Subdivision Regulations, which require the Applicant post the Property with notice of the hearings at least fifteen (15) days prior to the hearings. The posting had a misprint of the date for the Planning Commission hearing. The hearing occurred on November 9, 2023, while the posting listed November 3, 2023. Both the newspaper publishing and mailed notices listed the correct date. Per section 2.01(F)(6) of the development code, the Planning Director deemed this misprint satisfied the criteria in 2.01(F)(6)(a-c) and approved the proceeding of the hearing.

Notice was mailed to neighbors within 500 feet of the Property, and owners and lessees of mineral interests on October 24, 2023.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

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

The Preliminary and Final Plat is for a residential subdivision to include 76 single-family detached residential lots, including common areas and interconnecting trails. The Applicant has submitted the required documents pursuant to the Code.

The PUD plan was previously approved.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

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

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

REFERRALS

Referrals were provided to the list below.

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

Additional documents are available for review at
<https://www.fortluptonco.gov/DocumentCenter/Index/740>.

Coyote Creek Filing No. 5 – Development Narrative

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

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

COYOTE CREEK PUD FILING NO. 5 PRELIMINARY PLAT
LOCATED IN THE NORTHWEST QUARTER SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
10.216 ACRES- 76 LOTS/ 4 TRACTS
PROJECT NO.: PPL2023-001

DESCRIPTION:

TWO PARCELS OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

PARCEL 5--A:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 82.71 FEET;

THENCE DEPARTING SAID EAST LINE, S89°17'03" A DISTANCE OF 45.00 FEET, TO A POINT ON A LINE BEING 10.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF COLLEGE AVENUE, AND THE POINT OF BEGINNING;

THENCE S89°30'42"W A DISTANCE OF 498.71 FEET, TO A POINT ON THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 1553 AT PAGE 516, IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ON SAID EASTERLY LINE, N00°14'34"W A DISTANCE OF 378.66 FEET, TO THE SOUTHEASTERLY CORNER OF PARCEL M--2 AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2818583;

THENCE ON THE EASTERLY LINE OF SAID PARCEL M--2, N20°26'53"W A DISTANCE OF 106.12 FEET, TO THE SOUTHEASTERLY CORNER OF LOT 1 BLOCK 1 COYOTE CREEK FILING NO. 3 RECORDED UNDER RECEPTION NO. 2832671;

THENCE ON THE EASTERLY LINE OF SAID COYOTE CREEK FILING NO. 3, THE FOLLOWING FOUR (4) COURSES:

- N15°25'44"E A DISTANCE OF 105.27 FEET;
- N89°47'35"E A DISTANCE OF 114.28 FEET;
- N00°12'25"W A DISTANCE OF 180.06 FEET, TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N60°59'18"W AND A CHORD DISTANCE OF 43.64 FEET, A CENTRAL ANGLE OF 121°33'45" AND AN ARC LENGTH OF 53.04 FEET, TO A POINT OF REVERSE CURVE ON THE SOUTHERLY RIGHT-OF-WAY OF COYOTE CREEK DRIVE, AS SHOWN ON THE PLAT OF SAID COYOTE CREEK FILING NO. 3;

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

- ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING OF N74°00'29"E AND A CHORD DISTANCE OF 81.57 FEET, A CENTRAL ANGLE OF 31°33'17" AND AN ARC LENGTH OF 82.61 TO A POINT OF TANGENT;
- N89°47'07"E A DISTANCE OF 352.60 FEET, TO A POINT ON A LINE BEING 10.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID COLLEGE AVENUE;

THENCE ON SAID LINE, S00°12'25"E A DISTANCE OF 800.75 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 380,799 SQUARE FEET OR 8.7419 ACRES.

PARCEL 5--B:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 933.03 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COYOTE CREEK DRIVE AS SHOWN ON THE PLAT OF COYOTE CREEK FILING NO. 3 RECORDED UNDER RECEPTION NO. 2832671, IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, S89°47'07"W A DISTANCE OF 45.00 FEET, TO A POINT ON A LINE BEING 10.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF COLLEGE AVENUE, AND THE POINT OF BEGINNING;

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

- S89°47'07"W A DISTANCE OF 352.60 FEET, TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 11°49'43" AND AN ARC LENGTH OF 41.29 FEET, TO A POINT OF NON-TANGENT BEING THE SOUTHEASTERLY CORNER OF LOT 49 BLOCK 3 AS SHOWN ON SAID PLAT COYOTE CREEK FILING NO. 3;

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

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

THENCE ON SAID SOUTHERLY LINE, N89°47'07"E A DISTANCE OF 389.91 FEET, TO A POINT ON A LINE BEING 10.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF COLLEGE AVENUE;

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

CONTAINING A CALCULATED AREA OF 64,216 SQUARE FEET OR 1.4742 ACRES.

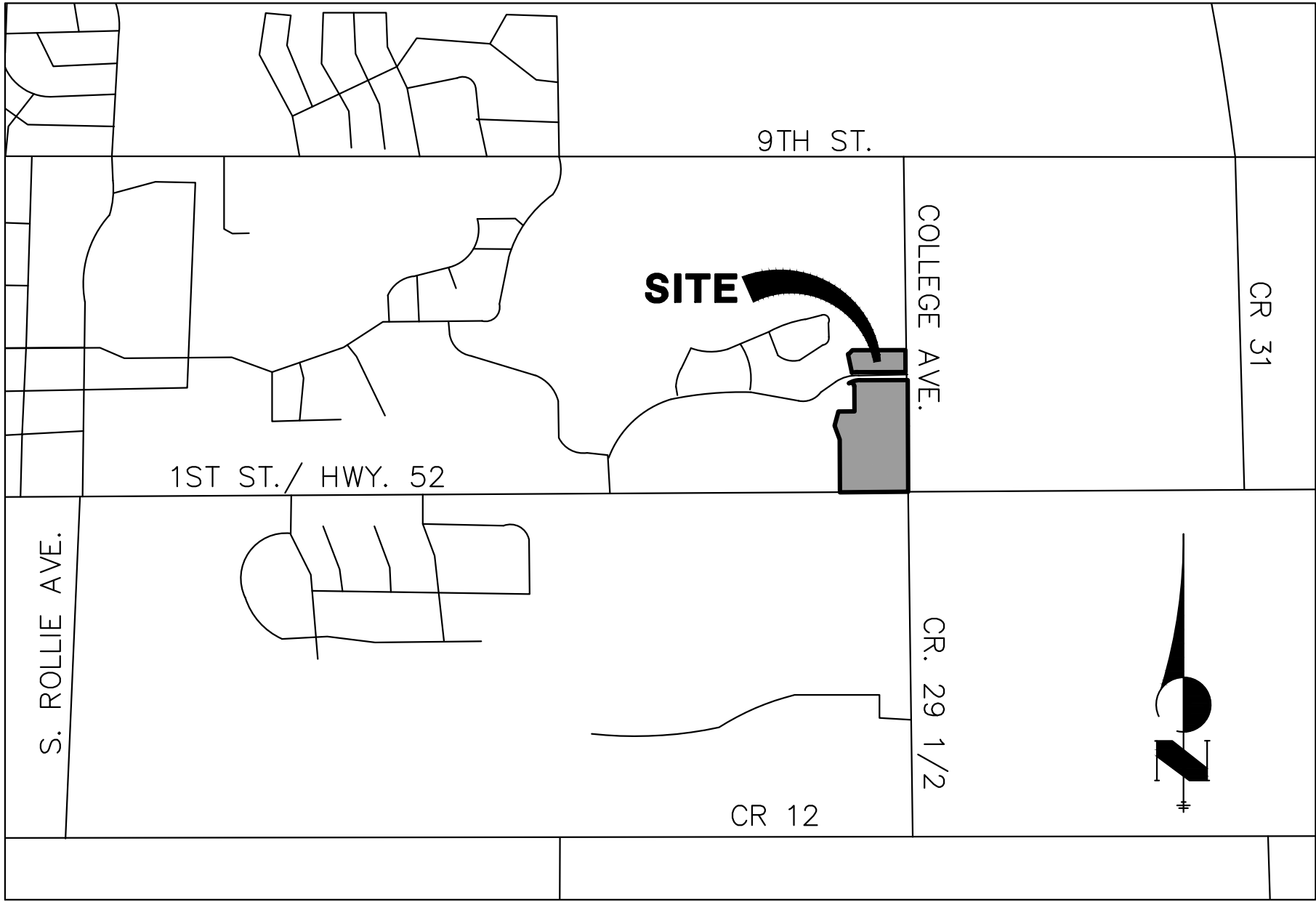
CONTAINING A COMBINED AREA OF 445,015 SQUARE FEET OR 10.2161 ACRES.

OWNER:

LUPTON LAND, LLC
10221 PRESTWICK TRAIL
LONE TREE, CO 80124
ATTN: BOB QUINETTE

SURVEYOR/CIVIL ENGINEER/LANDSCAPE ARCHITECT

JR ENGINEERING
2900 SOUTH COLLEGE AVENUE, SUITE 3D
FORT COLLINS, CO 80525
ATTN: KEN MERRITT



VICINITY MAP SCALE: 1"=1000'

LAND SUMMARY CHART			
TYPE	AREA (SF)	AREA (AC)	% OF TOTAL AREA
RESIDENTIAL LOTS	349,842	8.031	78.61%
TRACTS	12,897	0.296	2.90%
PUBLIC ROW	82,276	1.889	18.49%
TOTAL	445,015	10.216	100.00%

TRACT SUMMARY CHART					
TRACT	AREA (SF)	AREA (ACRES)	USE	OWNERSHIP	MAINTENANCE
Tract A	5,893	0.1353	UTILITIES, LANDSCAPE, & DRAINAGE	CCHOA	CCHOA
Tract B	6,631	0.1522	UTILITIES, LANDSCAPE, DRAINAGE, & PUBLIC ACCESS	CCHOA	CCHOA
Tract C	255	0.0059	DEEDED TO TRACT F BLOCK 1 COYOTE CREEK F3		
Tract D	118	0.0027	DEEDED TO LOT 49 BLOCK 3 COYOTE CREEK F3		
Total Area	12,897	0.2961			

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT I/WE _____, BEING THE SOLE OWNER(S) OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE LAID OUT AND PLATTED UNDER THE NAME OF COYOTE CREEK PUD FILING NO.5, AND DO HEREBY DEDICATE TO THE CITY OF FORT LUPTON AND ITS LICENSEES FOR PUBLIC USE FOREVER ALL STREETS, ALLEYS, AND UTILITY EASEMENTS, AS INDICATED HEREON. IN COMPLIANCE WITH THE CITY OF FORT LUPTON SUBDIVISION REGULATIONS AND BY CONTRACTUAL AGREEMENT, THE LANDOWNER(S) SHALL BEAR ALL EXPENSES INVOLVED IN IMPROVEMENTS.

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

ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF WELD) SS
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____ BY
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

OWNERS APPROVAL:

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

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS ____ DAY OF _____, 201__

ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF WELD) SS
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _ DAY OF _____, 20____ BY
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

GENERAL NOTES:

- NOTICE: PER C.R.S. 13-80-105, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
- PER THE BYLAWS AND RULES OF THE STATE BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, CERTIFICATION IS DEFINED AS A STATEMENT THAT INCLUDES THE FOLLOWING: (A) IS SIGNED AND/OR SEALED BY A PROFESSIONAL LAND SURVEYOR REPRESENTING THAT THE SURVEYING SERVICES ADDRESSED THEREIN HAVE BEEN PERFORMED BY THE PROFESSIONAL LAND SURVEYOR OR UNDER THE PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE. (B) IS BASED UPON THE PROFESSIONAL LAND SURVEYOR'S KNOWLEDGE, INFORMATION AND BELIEF. (C) IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. (D) IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JR ENGINEERING, LLC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY OR TITLE OF RECORD, JR ENGINEERING, LLC RELIED UPON TITLE COMMITMENT NO. NCS-1095026-CO, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED OCTOBER 28, 2021 AT 5:00 P.M.
- LAND DESCRIBED IN THIS PLAT IS NOT IN A F.E.M.A. FLOODPLAIN AS PER FLOOD INSURANCE RATE MAP PANEL NUMBER 08123C2110E WITH A REVISION DATE OF JANUARY 20, 2016.
- A BLANKET DRAINAGE, UTILITY, LANDSCAPE, AND PUBLIC ACCESS EASEMENT IS HEREBY GRANTED OVER ALL OF TRACTS A, B, & C.

MAYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT A PLAT OF THE ABOVE-DESCRIBED PROPERTY WAS APPROVED BY RESOLUTION _____ NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE 1ST DAY OF _____, A.D., 2022 AND THAT THE MAYOR OF THE CITY OF FORT LUPTON, AS AUTHORIZED BY SAID RESOLUTION ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

ATTEST _____ MAYOR
CITY CLERK

CITY ENGINEER'S APPROVAL:

APPROVED ON THIS ____ DAY OF _____, 20____
CITY ENGINEER

CITY ADMINISTRATOR'S APPROVAL:

APPROVED ON THIS ____ DAY OF _____, 20____
CITY ADMINISTRATOR

CITY WATER AND SEWER DEPARTMENT APPROVAL:

APPROVED ON THIS ____ DAY OF _____, 20____
DIRECTOR OF PUBLIC WORKS

CLERK AND RECORDER'S CERTIFICATE:

THIS PLAT IS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO,

AT ____O'CLOCK __M., ON THE ____ DAY OF _____, 20____

AS RECEPTION NO. _____

CLERK AND RECORDER

BY: DEPUTY

SURVEYORS CERTIFICATE:

I, JARROD ADAMS, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF COYOTE CREEK FILING NO. 5 WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND THIS PLAT HAS BEEN PREPARED IN COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO AT THE TIME OF THIS SURVEY WITHIN MY CONTROL, AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF



JARROD ADAMS, COLORADO PLS NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING,LLC

COYOTE CREEK FILING NO. 5
JOB NO. 16093.01
SEPTEMBER 15, 2023
SHEET 1 OF 2



Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°47'07"E	24.59'
L2	N00°12'25"W	16.59'
L3	N06°06'38"W	15.98'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	88°54'54"	15.00'	23.28'
C2	90°00'28"	15.00'	23.56'
C3	90°00'00"	15.00'	23.56'
C4	90°00'00"	40.00'	62.83'
C5	30°27'58"	25.00'	13.29'
C6	20°37'27"	50.00'	18.00'
C7	41°49'13"	50.00'	36.49'
C8	41°39'49"	50.00'	36.36'
C9	46°23'30"	50.00'	40.48'
C10	30°27'58"	25.00'	13.29'
C11	150°55'56"	50.00'	131.71'
C12	30°27'58"	25.00'	13.29'
C13	90°00'00"	15.00'	23.56'
C14	30°27'58"	25.00'	13.29'
C15	5°22'30"	25.00'	2.35'
C16	25°05'28"	25.00'	10.95'
C17	35°25'00"	50.00'	30.91'
C18	32°53'38"	50.00'	28.71'
C19	40°55'55"	50.00'	35.72'
C20	41°41'24"	50.00'	36.38'
C21	150°55'56"	50.00'	131.71'
C22	30°27'58"	25.00'	13.29'
C23	7°03'22"	25.00'	3.08'
C24	23°24'37"	25.00'	10.21'
C25	90°00'00"	40.00'	62.83'

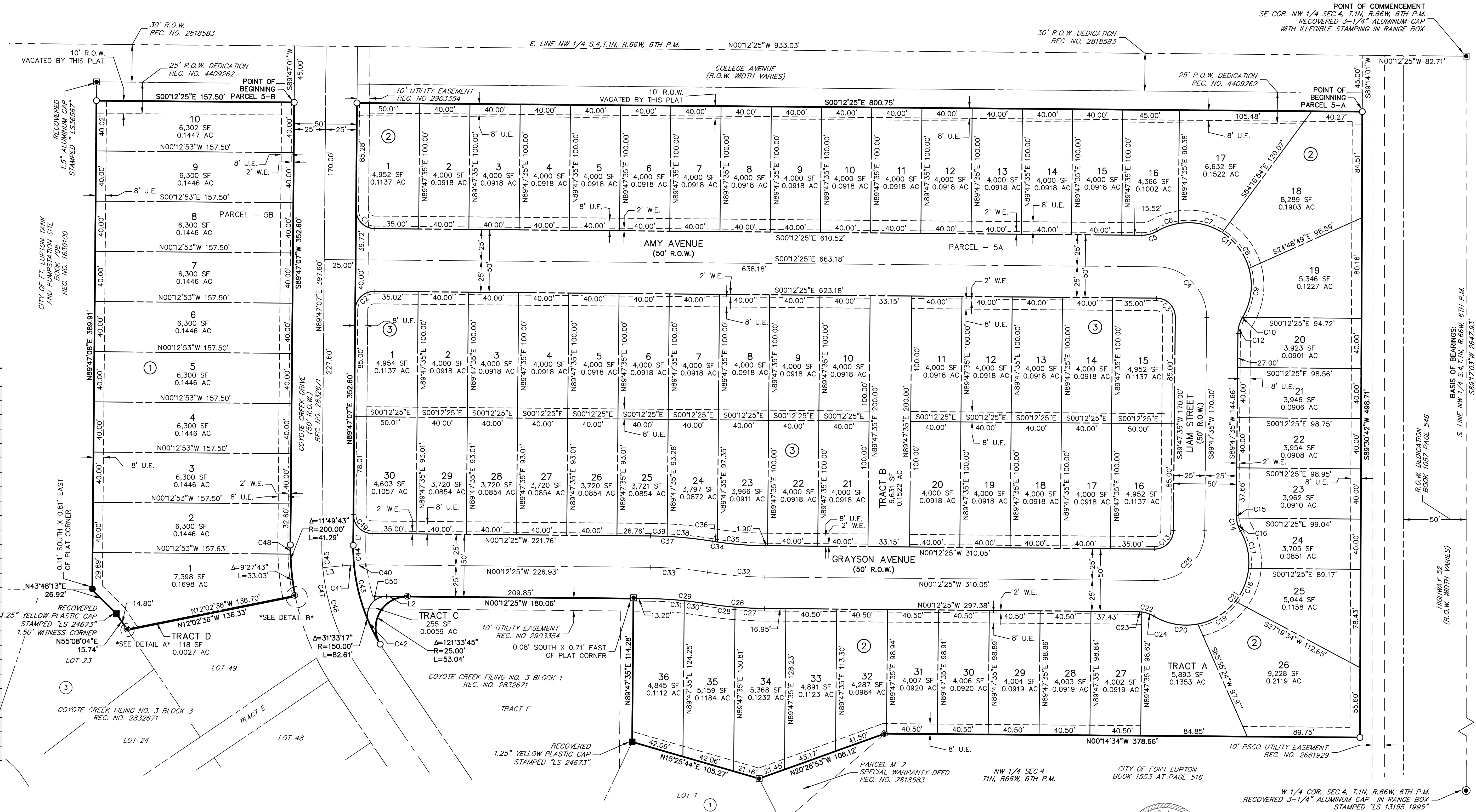
CURVE	
CURVE	DELTA
C26	8°45'26"
C27	4°09'21"
C28	4°36'05"
C29	8°45'26"
C30	3°03'38"
C31	5°41'48"
C32	8°45'26"
C33	8°45'26"
C34	8°45'26"
C35	7°57'53"
C36	0°47'33"
C37	8°45'26"
C38	6°25'18"
C39	2°20'08"
C40	5°54'13"
C41	5°54'13"
C42	7°19'18"
C43	24°13'59"
C44	24°13'59"
C45	5°53'45"
C46	25°45'23"
C47	31°39'09"
C48	2°07'09"
C49	89°59'32"
C50	114°14'14"

COYOTE CREEK PUD FILING NO. 5 PRELIMINARY PLAT

LOCATED IN THE NORTHWEST QUARTER SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

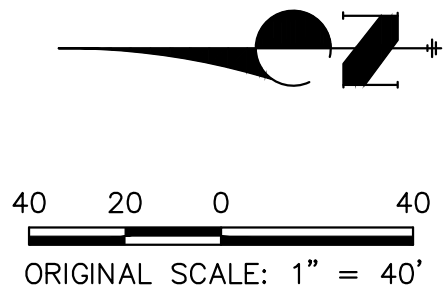
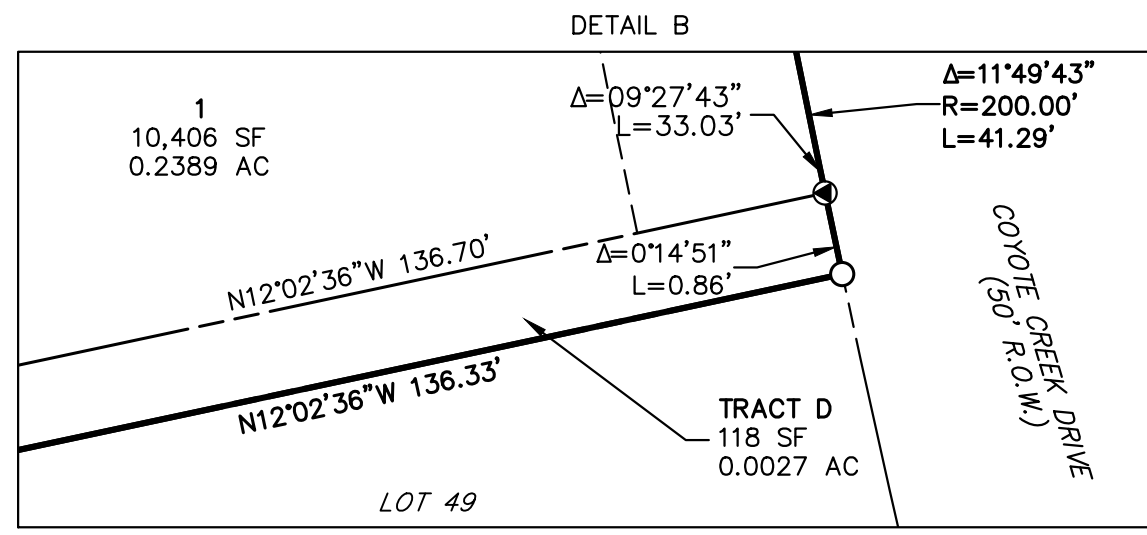
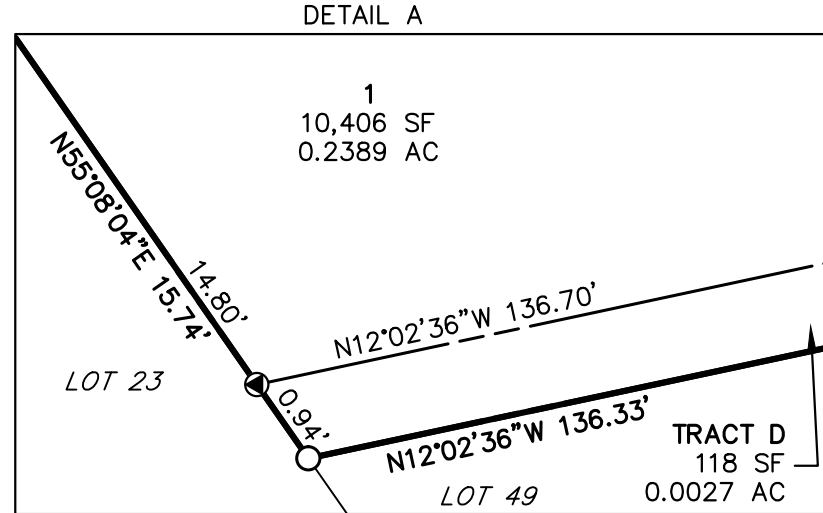
10.216 ACRES- 76 LOTS/ 4 TRACTS

PROJECT NO.: PPL2023-001



LEGEND

- RECOVERED 1.25" YELLOW PLASTIC CAP STAMPED "LS 37908"
- RECOVERED 2" ALUMINUM CAP STAMPED "LS 29036"
- RECOVERED 1.5" ALUMINUM CAP ILLEGIBLE
- RECOVERED #5 REBAR
- SET 1.5" ALUMINUM CAP STAMPED "LS 38252"
- EXISTING BOUNDARY
- PROPOSED LOT LINE
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- UTILITY EASEMENT
- BLOCK NUMBER



COYOTE CREEK FILING NO. 5
JOB NO. 16093.01
SEPTEMBER 15, 2023
SHEET 2 OF 2



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Fort Collins 970-491-9888 • www.jrengineering.com

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

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

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Weld } ss

This Affidavit of Publication for the Fort Lupton Press, a weekly newspaper, printed and published for the County of Weld, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 10/19/2023, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



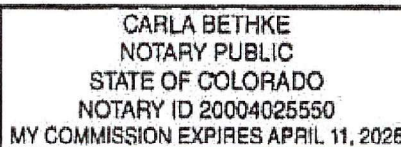
For the Fort Lupton Press

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 10/19/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-734416

Carla Bethke
Notary Public
My commission ends April 11, 2026



Public Notice
CITY OF FORT LUPTON
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a Preliminary and Final Plat and PUD Plan, referred to as Coyote Creek Filing No. 3, located north and adjacent to Highway 52 and west and adjacent to College Ave. in Fort Lupton, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, November 9, 2023, at 5:00 P.M., and before the City Council on Thursday, November 11, 2023, at 5:00 P.M. or as soon as possible thereafter.

The public hearings shall be held at the Fort Lupton City Hall, 130 S. McKinley Avenue in Fort Lupton, Colorado. In the event that the City Hall is closed at the time of the hearings, the public hearings will be held remotely, accessible to the public by phone and internet. Information on how to attend the hearings will be provided in the agenda as posted on the City's website, www.fortluptonco.gov.

Further information is available through the City Planning and Building Department at (303) 837-6664.

ALL INTERESTED PERSONS MAY ATTEND.

LEGAL DESCRIPTION

DESCRIPTION:
TWO PARCELS OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE CENTER 1/4 CORNER BY A 3" X 1/4" ALUMINUM CAP WITH ILLEGIBLE STAMPING IN A RANGE BOX, AND AT THE WEST QUARTER CORNER BY AN ALUMINUM CAP STAMPED 1S 1315S BEARING S89°17'03" A DISTANCE OF 2647.93 FEET AS REFERENCED TO COLORADO STATE PLANE NORTH ZONE, NAD(83).

PARCEL 5-A:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 82.71 FEET; THENCE MEASURING SAID EAST LINE, S89°17'03" A DISTANCE OF 45.00 FEET, TO A POINT ON A LINE BEING 10.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF COLLEGE AVENUE, AND THE POINT OF BEGINNING; THENCE S89°30'42"W A DISTANCE OF 458.71 FEET, TO A POINT ON THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 1553 AT PAGE 516, IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, THENCE ON SAID EASTERLY LINE, N00°14°19'43"W A DISTANCE OF 378.56 FEET, TO THE SOUTHEAST CORNER OF PARCEL M-2 AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 281658, THENCE ON THE EASTERLY LINE OF SAID PARCEL, M-2, N00°05°33'W A DISTANCE OF 106.12 FEET, TO THE SOUTHEAST CORNER OF LOT 1 BLOCK 1 COYOTE CREEK FILING NO. 3 RECORDED UNDER RECEPTION NO. 283267; THENCE ON THE EASTERLY LINE OF SAID COYOTE CREEK FILING NO. 3, THE FOLLOWING FOUR (4) COURSES:
1. N15°25'44"E A DISTANCE OF 105.27 FEET;
2. N89°47'07"E A DISTANCE OF 114.28 FEET;
3. N00°12'25"W A DISTANCE OF 180.06 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N00°56°19'W AND A CHORD DISTANCE OF 43.64 FEET, A CENTRAL ANGLE OF 21°33'45" AND AN ARC LENGTH OF 53.04 FEET, TO A POINT OF REVERSE CURVE ON THE SOUTHERLY RIGHT-OF-WAY OF COYOTE CREEK DRIVE, AS SHOWN ON THE PLAT OF SAID COYOTE CREEK FILING NO. 3, THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES: 1. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING OF N47°02'57"E AND A CHORD DISTANCE OF 81.57 FEET, A CENTRAL ANGLE OF 31°32'17" AND AN ARC LENGTH OF 82.61 TO A POINT OF TANGENT; 2. N89°47'07"E A DISTANCE OF 352.00 FEET, TO A POINT ON A LINE BEING 10.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID COLLEGE AVENUE, THENCE ON SAID LINE, S00°12'25"E A DISTANCE OF 900.75 FEET, TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 380.799 SQUARE FEET OR 8.7419 ACRES.

PARCEL 5-B:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 933.00 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COYOTE CREEK DRIVE AS SHOWN ON THE PLAT OF COYOTE CREEK FILING NO. 3 RECORDED UNDER RECEPTION NO. 283267, IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, S89°47'07"W A DISTANCE OF 45.00 FEET, TO A POINT ON A LINE BEING 10.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF COLLEGE AVENUE, AND THE POINT OF BEGINNING; CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES:
1. S89°47'07"W A DISTANCE OF 352.60 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 1°14'49" AND AN ARC LENGTH OF 41.29 FEET, TO A POINT OF NON-TANGENT BEING THE SOUTHEAST CORNER OF LOT 49 BLOCK 3 AS SHOWN ON SAID PLAT COYOTE CREEK FILING NO. 3, THENCE ON THE EASTERLY LINE OF SAID BLOCK 1 COYOTE CREEK FILING NO. 3, THE FOLLOWING THREE (3) COURSES:
1. N12°02'35"W A DISTANCE OF 136.33 FEET;
2. N55°08'54"E A DISTANCE OF 15.74 FEET;
3. N43°48'13"E A DISTANCE OF 26.92 FEET, TO THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED AS THE CITY OF FORT LUPTON TANK AND PUMPSTATION SITE RECORDED IN BOOK 708 UNDER RECEPTION NO. 1500100; THENCE ON SAID SOUTHERLY LINE, N89°47'07"E A DISTANCE OF 180.01 FEET, TO A POINT ON A LINE BEING 10.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF COLLEGE AVENUE; THENCE ON SAID LINE, S00°12'25"E A DISTANCE OF 157.50 FEET, TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 64,216 SQUARE FEET OR 1.4742 ACRES.



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on the 24th day of October, 2023, a true and correct copy of the foregoing Notice of Public Hearings for the Coyote Creek Filing No. 5 Preliminary & Final Plats was sent via United States Mail, postage pre-paid, to the following addresses:

AIMS LOCAL COLLEGE DISTRICT
PO BOX 69
GREELEY, CO. 80632

ANDERSON TRENTON R
2354 HORSE SHOE CIR
FORT LUPTON, CO. 80621

BADDLEY JAMES E
2311 HORSE SHOE CIR
FORT LUPTON, CO. 80621

BETZ ELI JUSTIN
2363 HORSE SHOE CIR
FORT LUPTON, CO. 80621

CALLAWAY RICHARD C
2291 COYOTE CREEK DR
FORT LUPTON, CO. 80621

CHAVEZ VICTORIA
2321 SADDLE BACK CT
FORT LUPTON, CO. 80621

CW-BRIGGS LLC
8655 S PRIEST DR
TEMPE, AZ. 85284

DRAKE DUSTY
4007 E 113TH PL
THORNTON, CO. 80233

FADASE SOLOMON S
2319 COYOTE CREEK DR
FORT LUPTON, CO. 80621

FLETCHER LOUIS D
2330 HORSE SHOE CIR
FT LUPTON, CO. 80631

ANDERSON NOAH
2331 COYOTE CREEK DR
FORT LUPTON, CO. 80621

ARELLANO-ORNEALAS JOSE JUAN
14606 HIGHWAY 52
FORT LUPTON, CO. 80621

BARTOLO DARREN
2311 COYOTE CREEK DR
FORT LUPTON, CO. 80621

BONDER JOSEPH R
2359 COYOTE CREEK DR
FORT LUPTON, CO. 80621

CHACON JORDAN M
2355 SADDLE BACK CT
FORT LUPTON, CO. 80621

CRUZ MARCO
2316 HORSE SHOE CIR
FORT LUPTON, CO. 80621

DEAN SHODDIE MICHAEL
2345 SADDLE BACK CT
FORT LUPTON, CO. 80621

DUCOING TODD
2337 SADDLE BACK CT
FORT LUPTON, CO. 80621

FERRARA CALEB
456 GRANGE LN
JOHNSTOWN, CO. 80534

GARDEN WILLIAM L
2290 COYOTE CREEK DR
FORT LUPTON, CO. 80621



GENDREAU DEVIN D
2370 HORSE SHOE CIR
FORT LUPTON, CO. 80621

HARNDEN KEVIN KAYE
2353 HORSE SHOE CIR
FORT LUPTON, CO. 80621

HOWARTH LINDA K SEPERATE PROPERTY TRUST
3141 LUMP GULCH WAY
FREDERICK, CO. 80516

LAIRD JUSTIN R
2331 HORSE SHOE CIR
FORT LUPTON, CO. 80621

LUPTON LAND LLC
17 BEACON HILL LN
GREENWOOD VILLAGE, CO. 80111

MAUL MICHAEL R
2365 SADDLE BACK CT
FORT LUPTON, CO. 80621

MENDOZA JAVIER
2367 COYOTE CREEK DR
FORT LUPTON, CO. 80621

PADILLA ERIK
2376 HORSE SHOE CIR
FORT LUPTON, CO. 80621

REYES ALMA D
2322 SADDLE BACK CT
FORT LUPTON, CO. 80621

ROBERTS BRANDON
2336 SADDLEBACK CT
FORT LUPTON, CO. 80621

SANCHEZ CARLOS ARTURO
1640 WAGONWHEEL DR
FORT LUPTON, CO. 80621

GLEIM AMY CHRISTINE
2334 COYOTE CREEK DR
FORT LUPTON, CO. 80621

HELZER TINA
2342 COYOTE CREEK DR
FORT LUPTON, CO. 80621

HUMILDAD ALEJANDRO
2375 SADDLE BACK CT
FORT LUPTON, CO. 80621

LENTZ DIANA L
2328 SADDLE BACK COURT
FORT LUPTON, CO. 80621

MARTINEZ DAVID
2405 HORSE SHOE CIR
FORT LUPTON, CO. 80621

MENDEZ JUSTIN C
2318 COYOTE CREEK DR
FORT LUPTON, CO. 80621

OBENCHAIN JESSICA LAIRD
2346 HORSE SHOE CIR
FORT LUPTON, CO. 80621

RETANA LUIS
2371 HORSE SHOE CIR
FORT LUPTON, CO. 80621

RIFE BRIAN
2418 HORSE SHOE CIR
FORT LUPTON, CO. 80621

RODRIGUEZ MELCHOR EDUARDO
2401 COYOTE CREEK DRIVE
FORT LUPTON, CO. 80621

SCHURR MICHAEL
2375 COYOTE CREEK DR
FORT LUPTON, CO. 80621

SILVA HECTOR
2419 HORSE SHOE CIR
FORT LUPTON, CO. 80621

SPADY AUSTIN
2303 COYOTE CREEK DR
FORT LUPTON, CO. 80621

STEWART DALTON
2432 HORSE SHOE CIR
FORT LUPTON, CO. 80621

TENORIO LAWRENCE J
5380 COUNTY ROAD 29 1/2
FORT LUPTON, CO. 80621

TUDOR ADAM J
2412 HORSE SHOE CIR
FORT LUPTON, CO. 80621

WAGNER AMY L
2300 COYOTE CREEK DR
FORT LUPTON, CO. 80621

SKROCKI JOISAN
2310 COYOTE CREEK DR
FORT LUPTON, CO. 80621

SPOMER KYLIE
2404 HORSE SHOE CIR
FORT LUPTON, CO. 80621

SWEENEY EVAN
2303 HORSE SHOE CIR
FORT LUPTON, CO. 80621

TSCHIDA JOSHUA P
2351 COYOTE CREEK DR
FORT LUPTON, CO. 80621

VAZQUEZ JESUS G MORALES
2424 HORSESHOE CIR
FORT LUPTON, CO. 80621

WIEGERT MICHAEL R
2324 HORSE SHOE CIR
FORT LUPTON, CO. 80621


City Official



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621
www.fortluptonco.gov

Phone: 303.857.6694
Fax: 303.857.0351

CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a special use permit referred to as the **Preliminary and Final Plat** referred to as the **Coyote Creek Filing No. 5**, located north and adjacent to Highway 52 and west and adjacent to College Ave. in Fort Lupton, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, November 9, 2023, at 6:00 P.M., and before the City Council on Tuesday, November 21, 2023, at 6:00 P.M. or as soon as possible thereafter.

The public hearings shall be held at the Fort Lupton City Hall, 130 S. McKinley Avenue in Fort Lupton, Colorado. In the event that City Hall is closed at the time of the hearings, the public hearings will be held remotely, accessible to the public by phone and internet. Information on how to attend the hearings will be provided in the agenda as posted on the City's website, www.fortluptonco.gov.

Further information is available through the City Planning and Building Department at (303) 857-6694.

ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT BIT.LY/FLDEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: Coyote Creek Filing No. 5 Preliminary & Final Plats

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

DESCRIPTION,

TWO PARCELS OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

PARCEL 5-A:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 82. 71 FEET; THENCE DEPARTING SAID EAST LINE, S89°17'03" A DISTANCE OF 45.00 FEET, TO A POINT ON A LINE BEING 10.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF COLLEGE AVENUE, AND THE POINT OF BEGINNING; THENCE S89°30'42"W A DISTANCE OF 498.71 FEET, TO A POINT ON THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN THE WARRANTY

DEED RECORDED IN BOOK 1553 AT PAGE 516, IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER; THENCE ON SAID EASTERLY LINE, N00°14'34"W A DISTANCE OF 378.66 FEET, TO THE SOUTHEASTERLY CORNER OF PARCEL M-2 AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2818583; THENCE ON THE EASTERLY LINE OF SAID PARCEL M-2, N20°26'53"W A DISTANCE OF 106.12 FEET, TO THE SOUTHEASTERLY CORNER OF LOT 1 BLOCK 1 COYOTE CREEK FILING NO. 3 RECORDED UNDER RECEPTION NO. 2832671; THENCE ON THE EASTERLY LINE OF SAID COYOTE CREEK FILING NO. 3, THE FOLLOWING FOUR (4) COURSES:

1. N15°25'44"E A DISTANCE OF 105.27 FEET;
2. N89°47'35"E A DISTANCE OF 114.28 FEET;
3. N00°12'25"W A DISTANCE OF 180.06 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N60°59'18"W AND A CHORD DISTANCE OF 43.64 FEET, A CENTRAL ANGLE OF 121°33'45" AND AN ARC LENGTH OF 53.04 FEET, TO A POINT OF REVERSE CURVE ON THE SOUTHERLY RIGHT-OF-WAY OF COYOTE CREEK DRIVE, AS SHOWN ON THE PLAT OF SAID COYOTE CREEK FILING NO. 3; THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES: 1. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING OF N74°00'29"E AND A CHORD DISTANCE OF 81.57 FEET, A CENTRAL ANGLE OF 31°33'17" AND AN ARC LENGTH OF 82.61 TO A POINT OF TANGENT; 2. N89°47'07"E A DISTANCE OF 352.60 FEET, TO A POINT ON A LINE BEING 10.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID COLLEGE AVENUE; THENCE ON SAID LINE, S00°12'25"E A DISTANCE OF 800.75 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 380,799 SQUARE FEET OR 8.7419 ACRES.

PARCEL 5-B:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN: THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 933.03 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COYOTE CREEK DRIVE AS SHOWN ON THE PLAT OF COYOTE CREEK FILING NO. 3 RECORDED UNDER RECEPTION NO. 2832671, IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER; THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, S89°47'07"W A DISTANCE OF 45.00 FEET, TO A POINT ON A LINE BEING 10.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF COLLEGE AVENUE, AND THE POINT OF BEGINNING;

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

1. S89°47'07"W A DISTANCE OF 352.60 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 11°49'43" AND AN ARC LENGTH OF 41.29 FEET, TO A POINT OF NON-TANGENT BEING THE SOUTHEASTERLY CORNER OF LOT 49 BLOCK 3 AS SHOWN ON SAID PLAT COYOTE CREEK FILING NO. 3; THENCE ON THE EASTERLY LINE OF SAID BLOCK 3 COYOTE CREEK FILING NO. 3, THE FOLLOWING THREE (3) COURSES:

1. N12°02'36"W A DISTANCE OF 136.33 FEET;
2. N55°08'04"E A DISTANCE OF 15.74 FEET;
3. N43°48'13"E A DISTANCE OF 26.92 FEET, TO THE SOUTHWESTERLY CORNER OF THAT PROPERTY DESCRIBED AS THE CITY OF FORT LUPTON TANK AND PUMPSTATION SITE RECORDED IN BOOK 708 UNDER RECEPTION NO. 1630100; THENCE ON SAID SOUTHERLY LINE, N89°47'07"E A DISTANCE OF 389.91 FEET, TO A POINT ON A LINE BEING 10.00 FEET

EASTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF COLLEGE AVENUE;
THENCE ON SAID LINE, S00°12'25"E A DISTANCE OF 157.50 FEET, TO THE POINT OF BEGINNING.

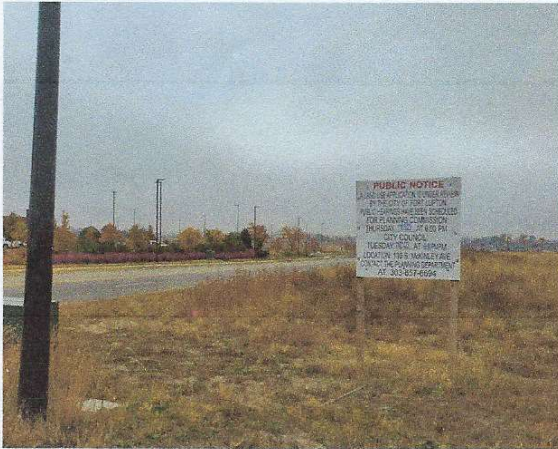
CONTAINING A CALCULATED AREA OF 64,216 SQUARE FEET OR 1.4742 ACRES.

CONTAINING A COMBINED AREA OF 445,015 SQUARE FEET OR 10.2161 ACRES.

Sign Posting Affidavit

Project Name

Project No. PPL2023-001



Facing North toward the corner of
Coyote Creek Dr. and College Ave.



Facing North toward the corner of
Coyote Creek Dr. and College Ave.

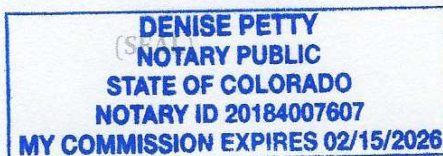
I, Robert Quinette hereby acknowledge that the aforementioned property was posted
in accordance with City Codes. Said public hearing notice was posted on this 25 day of
October, 2023.

Robert Quinette
Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by Robert Quinette, this 26
day of October, 2023. Witness my hand and seal.

My commission expires 02/15/2026.

Denise Petty
Notary Public





SUBJECT FOR DISCUSSION

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

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The applicants, Lupton Land L.L.C. and JR Engineering have applied for approval of a Final Plat, known as the Coyote Creek PUD Filing No. 5 Final Plat.

The site that is the subject of the Final Plat is located adjacent to the north and south of Coyote Creek Drive. It is west and adjacent to College Ave. in the Northwest Quarter of Section 4, Township 1 North, Range 66 West of the 6th Principal Meridian, City of Fort Lupton., County of Weld, State of Colorado (the Property). The proposed Preliminary Plat is for a single-family detached residential subdivision that will include 76 lots. The subdivision is 10 acres, more or less.

This final plat is being reviewed under the final plat provisions of the municipal code in the Subdivision Regulations. Section 17-23 states that a final plat is to be reviewed by City Council, and does not require Planning Commission review. The Code requires that a subdivision improvements agreement be submitted by the applicant for review by the City Attorney and City Council. Completion of the Subdivision Improvements Agreement has been made a condition of approval.

FINANCIAL CONSIDERATIONS

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

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

The City Council has the following options for each request:

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

STAFF RECOMMENDATIONS

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

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Attachments:

- a. Proposed Resolution
- b. Staff Report
- c. Project Description
- d. Final Plat

RESOLUTION NO. 2023RXXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE FINAL PLAT OF THE COYOTE CREEK PUD FILING NO. 5 FOR A SINGLE-FAMILY DETACHED RESIDENTIAL SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, JR Engineering (“Applicants”) have applied for approval of the Coyote Creek PUD Filing No. 5 Final Plat for 76 single family detached residential lots (the “Application”); and

WHEREAS, the Fort Lupton City Council held a public hearing on November 21, 2023, for the purpose of reviewing the Coyote Creek PUD Filing No. 5 Final Plat; and

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

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

I. Prior to recording the Final Plat:

- A. Any redlines provided by City staff shall be made to the Final Plat.
- B. Applicant shall transfer applicable water shares to the City of Fort Lupton within 90 days of this approval. Failure to do so shall cause the Final Plat to be vacated. Any extension to these 90 days shall only be approved by the Fort Lupton City Council.
- C. Written evidence shall be provided to show that any comments from the Development Review Engineer have been adequately addressed.
- D. A Subdivision Improvements Agreement shall be approved by City Council. Applicant shall work with City Staff on inclusion of language to the agreement pertaining to construction timeline and any liquidated damages that may be paid to the Coyote Creek Golf Course.

II. Prior to the start of construction:

- a. Applicant shall coordinate timing with the Coyote Creek Golf Course Manager to avoid adverse impact on course operations for any construction that requires closure of any portion of the Coyote Creek Golf Course.
- b. All elevations for perimeter lots shall be submitted for review and approval, all perimeter lots shall have architectural features on the rear façade.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 21st DAY OF NOVEMBER, 2023.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



COYOTE CREEK PUD FILING NO. 5 PRELIMINARY AND FINAL PLAT
STAFF REPORT
PPL2023-001
FPL2023-001

PROJECT DESCRIPTION

Project No.: PPL2023-001 and FPL2023-001

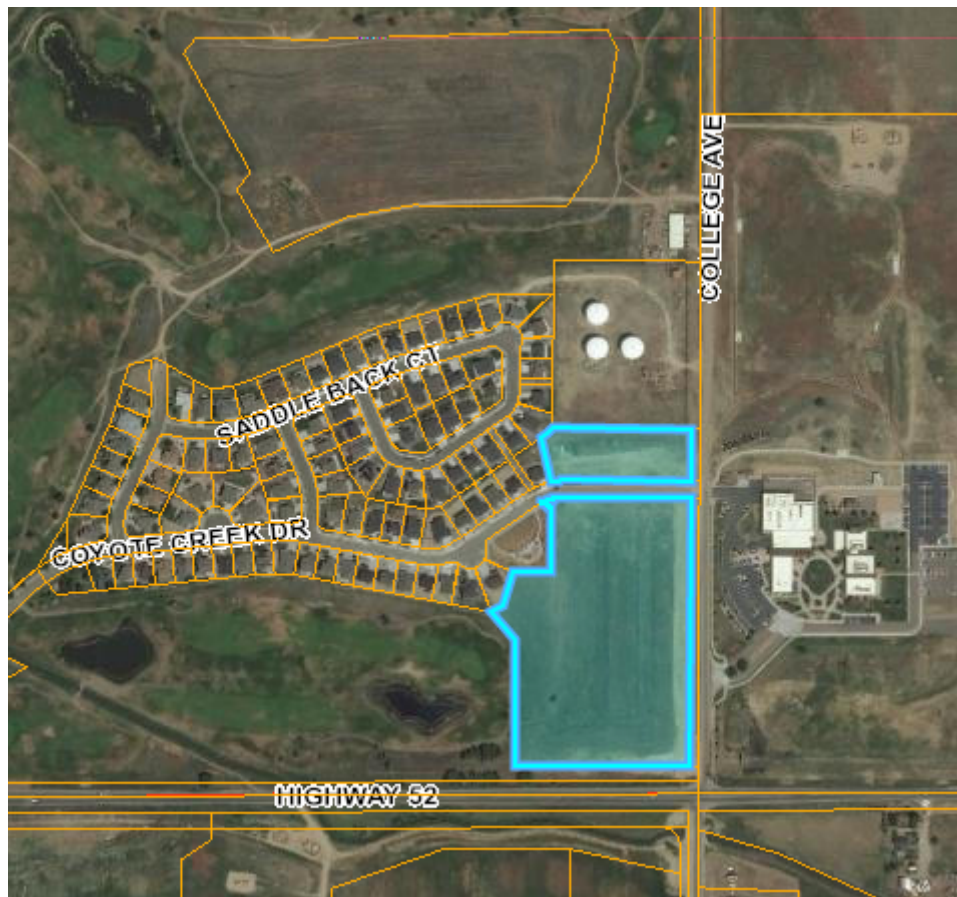
Project Name: Coyote Creek PUD Filing No. 5 Preliminary and Final Plat

Owner's Name: Bob Quinette with Lupton Land LLC

Representative's Name: Kenneth Merritt with JR Engineering

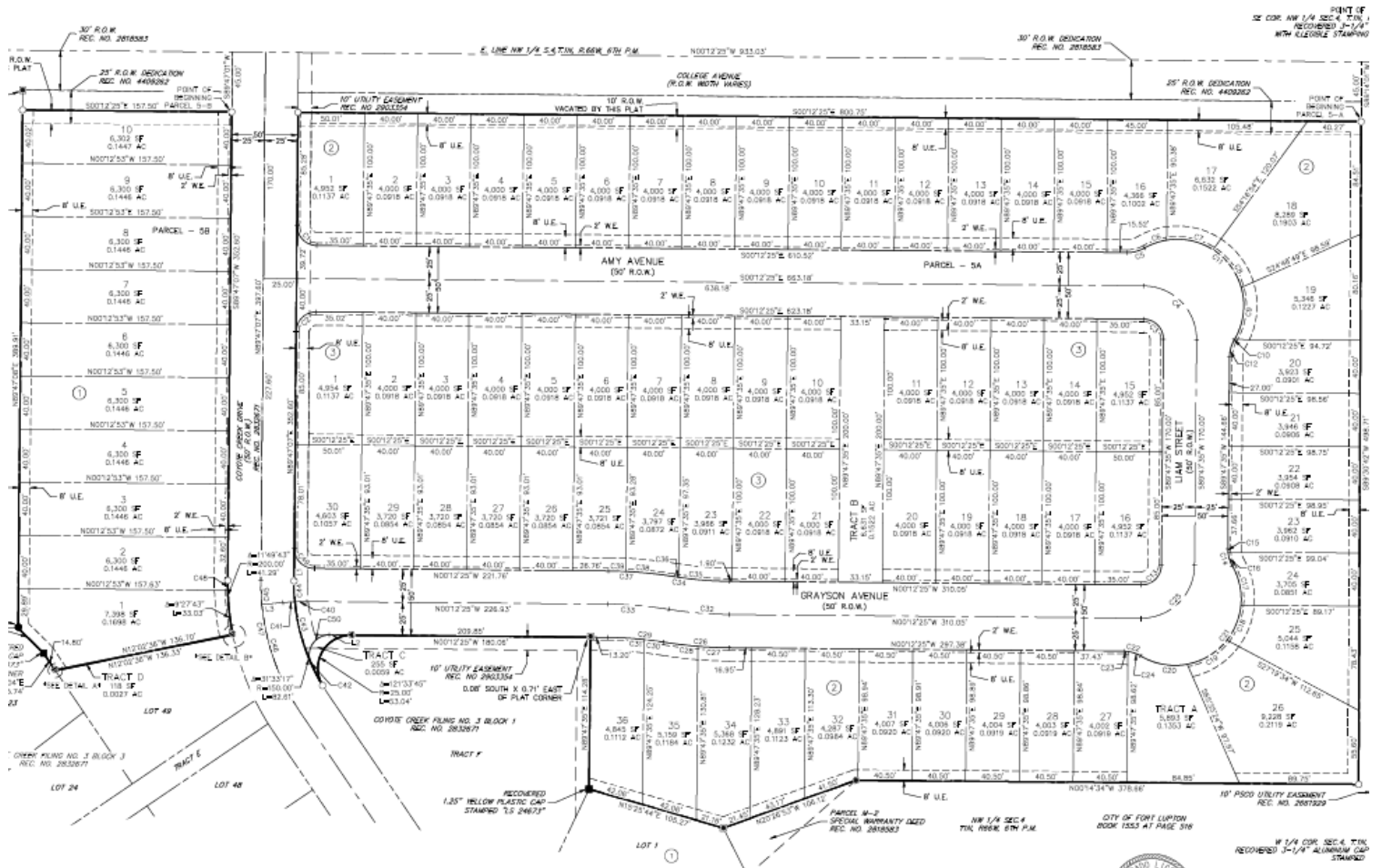
Location of Request:

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



Nature of Request:

The Applicant has submitted a request for a preliminary and final plat for 76 single-family detached residential lots and will include .22 acres of common open space.



Site Size: 10 acres, more or less.

Zone District: PUD Planned Unit Development.

Proposed Use: Residential uses to include 76 single-family detached residential lots, including open space amenity area.

Existing Use: Vacant

Hearing Dates: Planning Commission – November 9, 2023 at 6:00 PM; and
City Council – November 21, 2023 at 6:00 PM.

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

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

SUMMARY OF PREVIOUS APPLICATIONS

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

APPLICATION PROCESS

The Applicant is requesting approval of a preliminary and final plat for a residential subdivision that will include 76 single-family detached homes, including open space amenity area.

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

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

NOTIFICATION REQUIREMENTS

The Subdivision Regulations require published notice of the hearings in a timely manner prior to the hearings. The Planning Commission and City Council hearings were published in the Fort Lupton press on October 19, 2023.

Notice of the public hearings was posted on the Property on October 25, 2023, pursuant to the Subdivision Regulations, which require the Applicant post the Property with notice of the hearings at least fifteen (15) days prior to the hearings. The posting had a misprint of the date for the Planning Commission hearing. The hearing occurred on November 9, 2023, while the posting listed November 3, 2023. Both the newspaper publishing and mailed notices listed the correct date. Per section 2.01(F)(6) of the development code, the Planning Director deemed this misprint satisfied the criteria in 2.01(F)(6)(a-c) and approved the proceeding of the hearing.

Notice was mailed to neighbors within 500 feet of the Property, and owners and lessees of mineral interests on October 24, 2023.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

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

The Preliminary and Final Plat is for a residential subdivision to include 76 single-family detached residential lots, including common areas and interconnecting trails. The Applicant has submitted the required documents pursuant to the Code.

The PUD plan was previously approved.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

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

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

REFERRALS

Referrals were provided to the list below.

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

Additional documents are available for review at
<https://www.fortluptonco.gov/DocumentCenter/Index/740>.

Coyote Creek Filing No. 5 – Development Narrative

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

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

COYOTE CREEK PUD FILING NO. 5 FINAL PLAT
LOCATED IN THE NORTHWEST QUARTER SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
10.216 ACRES- 76LOTS/ 4 TRACTS
PROJECT NO.: & PLAN NO.:

DESCRIPTION:

TWO PARCELS OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE CENTER 1/4 CORNER BY A 3-1/4" ALUMINUM CAP WITH ILLEGIBLE STAMPING IN A RANGE BOX, AND AT THE WEST QUARTER CORNER BY AN ALUMINUM CAP STAMPED 1S 13155" BEARING S89°17'03" A DISTANCE OF 2647.93 FEET AS REFERENCED TO COLORADO STATE PLANE NORTH ZONE. NAD(83).
PARCEL 5-A: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;
THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 82.71 FEET;
THENCE DEPARTING SAID EAST LINE, S89°17'03" A DISTANCE OF 45.00 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COLLEGE AVENUE, AS RECORDED UNDER RECEPTION NO. _____, AND THE POINT OF BEGINNING;
THENCE S89°30'42"W A DISTANCE OF 498.71 FEET, TO A POINT ON THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 1553 AT PAGE 516, IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;
THENCE ON SAID EASTERLY LINE, N00°14'34"W A DISTANCE OF 378.66 FEET, TO THE SOUTHEASTERLY CORNER OF PARCEL M-2 AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2818583;
THENCE ON THE EASTERLY LINE OF SAID PARCEL M-2, N20°26'53"W A DISTANCE OF 106.12 FEET, TO THE SOUTHEASTERLY CORNER OF LOT 1 BLOCK 1 COYOTE CREEK FILING NO. 3 RECORDED UNDER RECEPTION NO. 2832671;
THENCE ON THE EASTERLY LINE OF SAID COYOTE CREEK FILING NO. 3, THE FOLLOWING FOUR (4) COURSES:

- 1. N15°25'44"E A DISTANCE OF 105.27 FEET;
- 2. N89°47'35"E A DISTANCE OF 114.28 FEET;
- 3. N00°12'25"W A DISTANCE OF 180.06 FEET, TO A POINT OF CURVE;
- 4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 121°33'45" AND AN ARC LENGTH OF 53.04 FEET, TO A POINT OF REVERSE CURVE ON THE SOUTHERLY RIGHT-OF-WAY OF COYOTE CREEK DRIVE, AS SHOWN ON THE PLAT OF SAID COYOTE CREEK FILING NO. 3;

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

- 1. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 31°33'17" AND AN ARC LENGTH OF 82.61 TO A POINT OF TANGENT;
- 2. N89°47'07"E A DISTANCE OF 352.60 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID COLLEGE AVENUE;

THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, S00°12'25"E A DISTANCE OF 800.75 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 380,799 SQUARE FEET OR 8.7419 ACRES.

PARCEL 5-B:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN:

THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 933.03 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COYOTE CREEK DRIVE AS SHOWN ON THE PLAT OF COYOTE CREEK FILING NO. 3 RECORDED UNDER RECEPTION NO. 2832671, IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, S89°47'07"W A DISTANCE OF 45.00 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COLLEGE AVENUE, AS RECORDED UNDER RECEPTION NO. _____, AND THE POINT OF BEGINNING;

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

- 1. S89°47'07"W A DISTANCE OF 352.60 FEET, TO A POINT OF CURVE;
- 2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 11°49'43" AND AN ARC LENGTH OF 41.29 FEET, TO A POINT OF NON-TANGENT BEING THE SOUTHEASTERLY CORNER OF LOT 49 BLOCK 3 AS SHOWN ON SAID PLAT COYOTE CREEK FILING NO. 3;

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

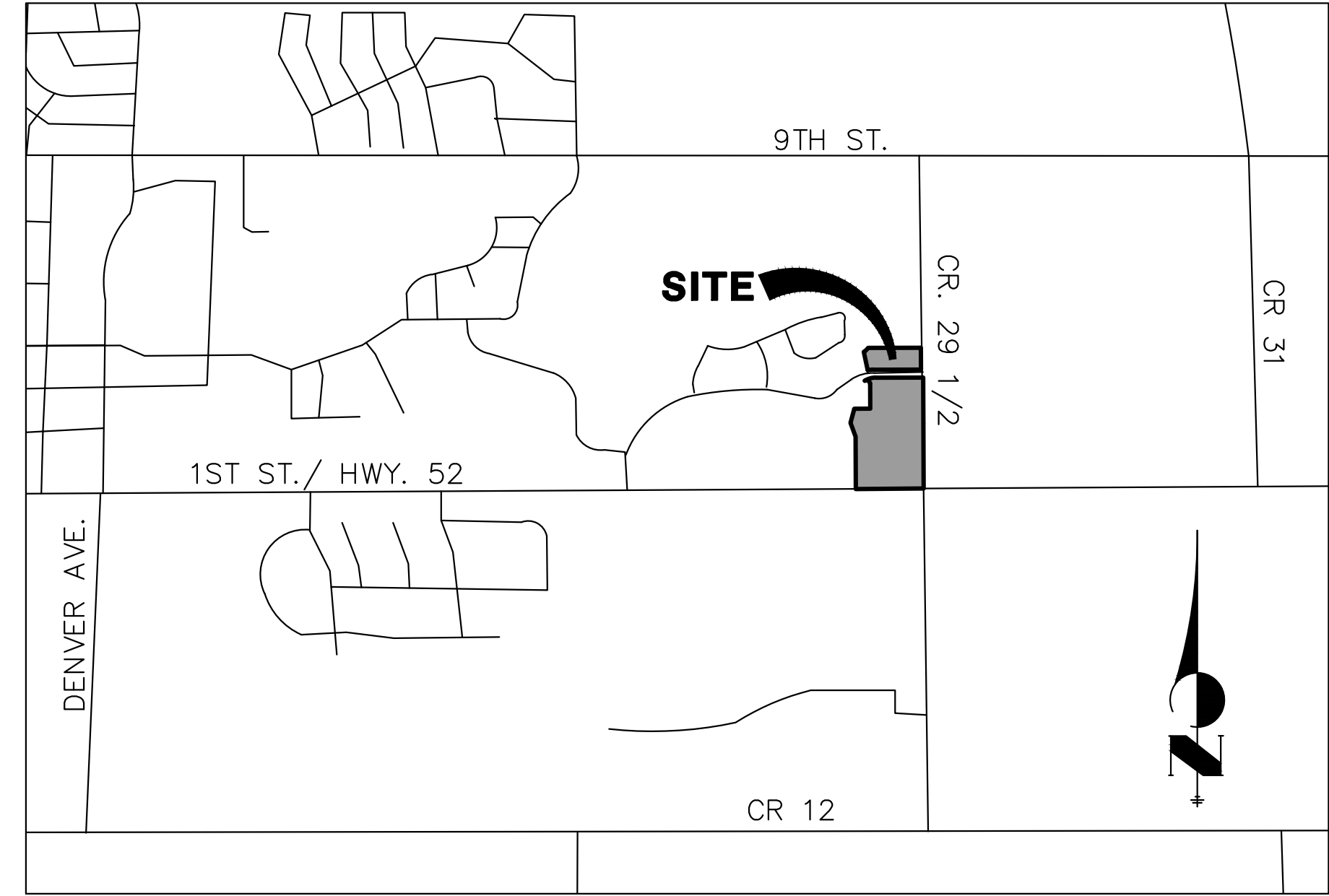
- 1. N12°02'36"W A DISTANCE OF 136.33 FEET;
- 2. N55°08'04"E A DISTANCE OF 15.74 FEET;
- 3. N43°48'13"E A DISTANCE OF 26.92 FEET, TO THE SOUTHWESTERLY CORNER OF THAT PROPERTY DESCRIBED AS THE CITY OF FORT LUPTON TANK AND PUMPSTATION SITE RECORDED IN BOOK 708 UNDER RECEPTION NO. 1630100;

THENCE ON SAID SOUTHERLY LINE, N89°47'07"E A DISTANCE OF 389.91 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID COLLEGE AVENUE;

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

CONTAINING A CALCULATED AREA OF 64,216 SQUARE FEET OR 1.4742 ACRES.

CONTAINING A COMBINED AREA OF 445,015 SQUARE FEET OR 10.2161 ACRES.



VICINITY MAP SCALE: 1"=1000'

LAND SUMMARY CHART			
TYPE	AREA (SF)	AREA (AC)	% OF TOTAL AREA
RESIDENTIAL LOTS	349,842	8.031	78.61%
TRACTS	12,897	0.296	2.90%
PUBLIC ROW	82,276	1.889	18.49%
TOTAL	445,015	10.216	100.00%

TRACT SUMMARY CHART					
TRACT	AREA (SF)	AREA (ACRES)	USE	OWNERSHIP	MAINTENANCE
Tract A	5,893	0.1353	UTILITIES, LANDSCAPE, & DRAINAGE	CEHOA	CEHOA
Tract B	6,631	0.1522	UTILITIES, LANDSCAPE, DRAINAGE, & PUBLIC ACCESS	CEHOA	CEHOA
Tract C	255	0.0059	DEEDED TO TRACT F BLOCK 1 COYOTE CREEK F3		
Tract D	118	0.0027	DEEDED TO LOT 49 BLOCK 3 COYOTE CREEK F3		
Total Area	12,897	0.2961			

DEDICATION. KNOW ALL MEN BY THESE PRESENTS, THAT I/WE _____, BEING THE SOLE OWNER(S) OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE LAID OUT AND PLATTED UNDER THE NAME OF COYOTE CREEK PUD FILING NO.5, AND DO HEREBY DEDICATE TO THE CITY OF FORT LUPTON AND ITS LICENSEES FOR PUBLIC USE FOREVER ALL STREETS, ALLEYS, AND UTILITY EASEMENTS, AS INDICATED HEREON. IN COMPLIANCE WITH THE CITY OF FORT LUPTON SUBDIVISION REGULATIONS AND BY CONTRACTUAL AGREEMENT, THE LANDOWNER(S) SHALL BEAR ALL EXPENSES INVOLVED IN IMPROVEMENTS.

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

ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF WELD) SS
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____ BY
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES_____

NOTARY PUBLIC

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

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS ____ DAY OF _____, 201__

ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF WELD) SS
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _ DAY OF _____, 20____ BY
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES_____

NOTARY PUBLIC

GENERAL NOTES:

- 1. NOTICE: PER C.R.S. 13-80-105, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 2. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
- 3. PER THE BYLAWS AND RULES OF THE STATE BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, CERTIFICATION IS DEFINED AS A STATEMENT THAT INCLUDES THE FOLLOWING: (A) IS SIGNED AND/OR SEALED BY A PROFESSIONAL LAND SURVEYOR REPRESENTING THAT THE SURVEYING SERVICES ADDRESSED THEREIN HAVE BEEN PERFORMED BY THE PROFESSIONAL LAND SURVEYOR OR UNDER THE PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE. (B) IS BASED UPON THE PROFESSIONAL LAND SURVEYOR'S KNOWLEDGE, INFORMATION AND BELIEF. (C) IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. (D) IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
- 4. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JR ENGINEERING, LLC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY OR TITLE OF RECORD, JR ENGINEERING, LLC RELIED UPON TITLE COMMITMENT NO. NCS-1095026-CO, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED OCTOBER 28, 2021 AT 5:00 P.M.
- 5. LAND DESCRIBED IN THIS PLAT IN NOT IN A F.E.M.A. FLOODPLAIN AS PER FLOOD INSURANCE RATE MAP PANEL NUMBER 08123C2110E WITH A REVISION DATE OF JANUARY 20, 2016.
- 6. A BLANKET DRAINAGE, UTILITY, LANDSCAPE, AND PUBLIC ACCESS EASEMENT IS HEREBY GRANTED OVER ALL OF TRACTS A, B, & C.

MAYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT A PLAT OF THE ABOVE-DESCRIBED PROPERTY WAS APPROVED BY RESOLUTION _____ NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE 1ST DAY OF _____ A.D., 2022 AND THAT THE MAYOR OF THE CITY OF FORT LUPTON, AS AUTHORIZED BY SAID RESOLUTION ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

ATTEST _____ MAYOR
CITY CLERK

CITY ENGINEER'S APPROVAL:

APPROVED ON THIS____ DAY OF _____, 20____.

CITY ENGINEER

CITY ADMINISTRATOR'S APPROVAL:

APPROVED ON THIS____ DAY OF _____, 20____.

CITY ADMINISTRATOR

CITY WATER AND SEWER DEPARTMENT APPROVAL:

APPROVED ON THIS____ DAY OF _____, 20____.

DIRECTOR OF PUBLIC WORKS

CLERK AND RECORDER'S CERTIFICATE:

THIS PLAT IS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO,

AT ____O'CLOCK __M., ON THE ____ DAY OF _____, 20____.

AS RECEPTION NO. _____

CLERK AND RECORDER

BY: DEPUTY

SURVEYORS CERTIFICATE:

I, JARROD ADAMS, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF COYOTE CREEK FILING NO. 5 WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND THIS PLAT HAS BEEN PREPARED IN COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO AT THE TIME OF THIS SURVEY WITHIN MY CONTROL, AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF



JARROD ADAMS, COLORADO PLS NO. 38252 FOR AND ON BEHALF OF JR ENGINEERING,LLC

COYOTE CREEK FILING NO. 5
JOB NO. 16093.01
DECEMBER 9, 2022
SHEET 1 OF 2



Centennial 303-740-9993 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

OWNER: SURVEYOR/CIVIL ENGINEER/LANDSCAPE ARCHITECT
LUPTON LAND, LLC JR ENGINEERING
10221 PRESTWICK TRAIL 2900 SOUTH COLLEGE AVENUE, SUITE 3D
LONE TREE, CO 80124 FORT COLLINS, CO 80525
ATTN: BOB QUINETTE ATTN: KEN MERRITT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°47'07"E	24.59'
L2	N00°12'25"W	16.59'
L3	N06°06'38"W	15.98'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	88°54'54"	15.00'	23.28'
C2	90°00'28"	15.00'	23.56'
C3	90°00'00"	15.00'	23.56'
C4	90°00'00"	40.00'	62.83'
C5	30°27'58"	25.00'	13.29'
C6	20°37'27"	50.00'	18.00'
C7	41°49'13"	50.00'	36.49'
C8	41°39'49"	50.00'	36.36'
C9	46°23'30"	50.00'	40.48'
C10	30°27'58"	25.00'	13.29'
C11	150°55'56"	50.00'	131.71'
C12	30°27'58"	25.00'	13.29'
C13	90°00'00"	15.00'	23.56'
C14	30°27'58"	25.00'	13.29'
C15	5°22'30"	25.00'	2.35'
C16	25°05'28"	25.00'	10.95'
C17	35°25'00"	50.00'	30.91'
C18	32°53'38"	50.00'	28.71'
C19	40°55'55"	50.00'	35.72'
C20	41°41'24"	50.00'	36.38'
C21	150°55'56"	50.00'	131.71'
C22	30°27'58"	25.00'	13.29'
C23	7°03'22"	25.00'	3.08'
C24	23°24'37"	25.00'	10.21'
C25	90°00'00"	40.00'	62.83'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C26	8°45'26"	325.00'	49.67'
C27	4°09'21"	325.00'	23.57'
C28	4°36'05"	325.00'	26.10'
C29	8°45'26"	275.00'	42.03'
C30	3°03'38"	275.00'	14.69'
C31	5°41'48"	275.00'	27.34'
C32	8°45'26"	300.00'	45.85'
C33	8°45'26"	300.00'	45.85'
C34	8°45'26"	275.00'	42.03'
C35	7°57'53"	275.00'	38.23'
C36	0°47'33"	275.00'	3.80'
C37	8°45'26"	325.00'	49.67'
C38	6°25'18"	325.00'	36.43'
C39	2°20'08"	325.00'	13.25'
C40	5°54'13"	175.00'	18.03'
C41	5°54'13"	175.00'	18.03'
C42	7°19'18"	150.00'	19.17'
C43	24°13'59"	150.00'	63.44'
C44	24°13'59"	150.00'	63.44'
C45	5°53'45"	175.00'	18.01'
C46	25°45'23"	175.00'	78.67'
C47	31°39'09"	175.00'	96.68'
C48	2°07'09"	200.00'	7.40'
C49	89°59'32"	15.00'	23.56'
C50	114°14'14"	15.00'	29.91'

LEGEND

- RECOVERED 1.25" YELLOW PLASTIC CAP STAMPED "LS 37908"
- RECOVERED 2" ALUMINUM CAP STAMPED "LS 29036"
- RECOVERED 1.5" ALUMINUM CAP ILLEGIBLE
- RECOVERED #5 REBAR
- SET 1.5" ALUMINUM CAP STAMPED "LS 38252"

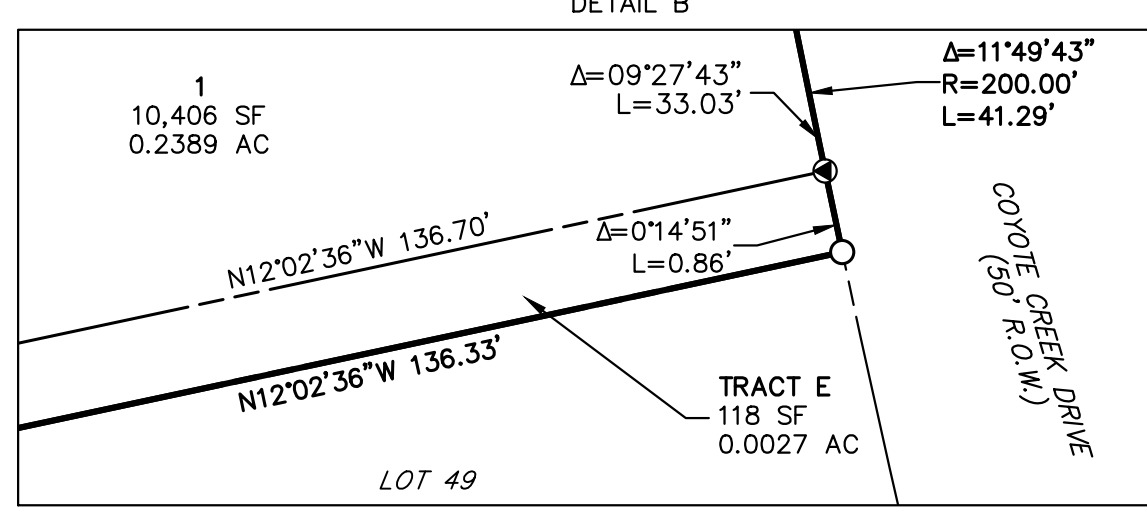
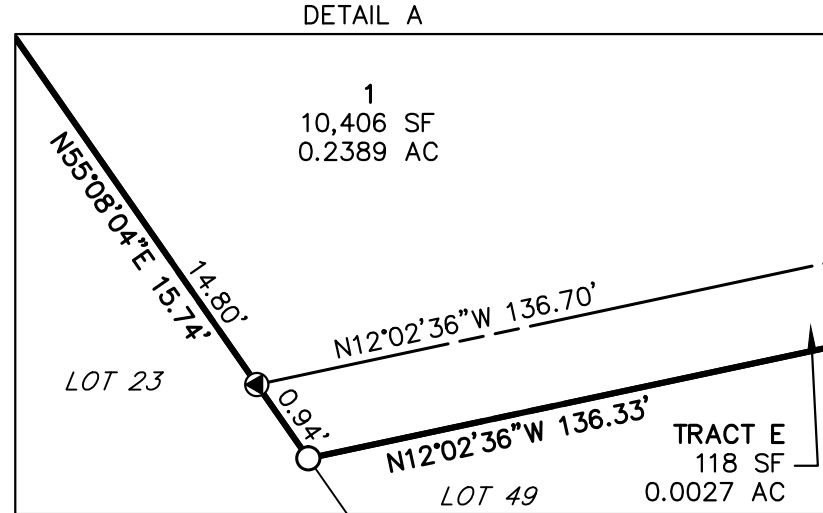
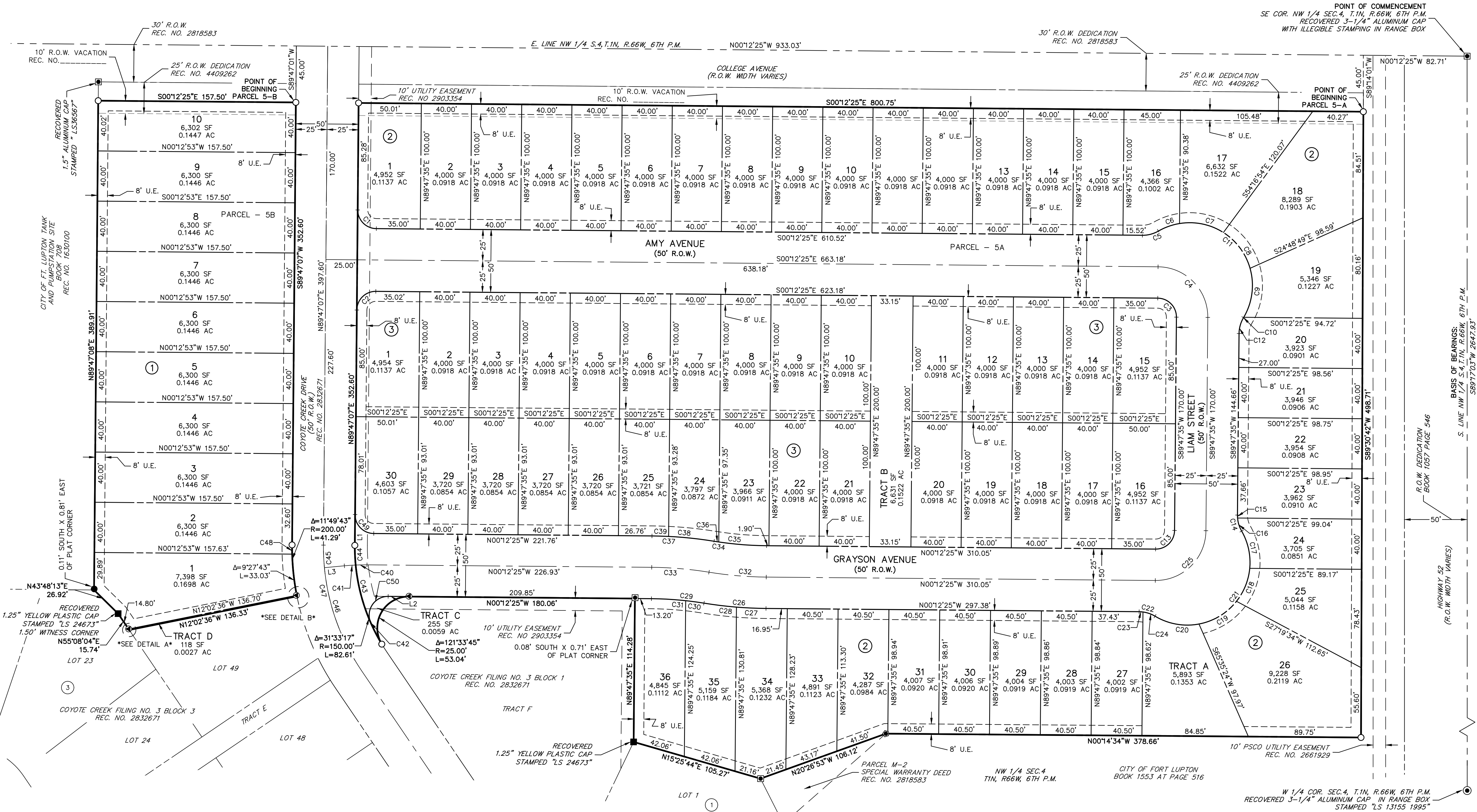
- EXISTING BOUNDARY
- PROPOSED LOT LINE
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- UTILITY EASEMENT
- BLOCK NUMBER

U.E.

①

COYOTE CREEK PUD FILING NO. 5 FINAL PLAT

LOCATED IN THE NORTHWEST QUARTER SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
10.216 ACRES- 76LOTS/ 4 TRACTS
PROJECT NO.: & PLAN NO.:



COYOTE CREEK FILING NO. 5
JOB NO. 16093.01
DECEMBER 9, 2022
SHEET 2 OF 2



Centennial 303-740-9993 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com



SUBJECT FOR DISCUSSION

Adopting an Ordinance Accepting the Real Estate Purchase Agreement for Purchase of the Property Located at 1025 1st Street, Fort Lupton, Colorado, known as the Fort Lupton Veterinary Clinic, in the Amount of \$460,000 Allocated from the 2024 Police Department Capital Expenditure Budget

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Dr. McMillan approached the City to purchase the building and grounds utilized for his practice due to his retirement. Dr. McMillan accepted an offer from the City to purchase the real estate for \$460,000.

The intended use of the property is to create a local short-term holding area for impounded dogs and office space for the Code Enforcement Officers. With the retirement of Dr. McMillan, the current animal control accommodation will no longer be available, necessitating that all impounded dogs be immediately transported to NOCO Humane Society in Evans, CO. By purchasing 1025 1st St, the Police Department can hold dogs locally, thus not requiring an officer immediately to take animals to NOCO and allowing the dogs to be reclaimed by the owner at a lower expense.

Property Location

Northwest corner of 1st Street and Harrison Avenue, Fort Lupton, Colorado.
Parcel located in the Northeast Quarter, Section 5, Township 1N, Range 66 West of the 6th P.M.
Weld County, Colorado

Legal Description

Fort Lupton Central Commercial Area, Aichelmanns Subdivision, Block 2, Lot 11-14

Weld County Assessor Information

<https://propertyreport.weld.gov/?account=R6118086>

Owner: Larry L McMillan

Parcel: 147105225010

FINANCIAL CONSIDERATIONS

Funding for this purchase was included in the proposed 2024 Police Department Capital Expenditures budget.

LEGAL/POLITICAL CONSIDERATIONS

The purchase agreement has been reviewed and accepted by the City Attorney.

ALTERNATIVES/OPTIONS

No other cost-effective alternatives are available.

STAFF RECOMMENDATIONS

Staff recommends purchasing 1025 1st Street.

Attachments: a. Proposed Ordinance

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO. 2023-10xx

INTRODUCED BY: —

AN ORDINANCE OF THE CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO, AUTHORIZING THE REAL ESTATE PURCHASE AGREEMENT OF REAL PROPERTY OWNED BY LARRY L MCMILLAN FOR THE PROPERTY LOCATED AT 1025 1ST STREET

WHEREAS, the City Council of the City of Fort Lupton, Colorado (City), has determined that it is necessary and advisable to purchase real property from Larry L McMillan, the property which has a street address of 1025 1st Street., Fort Lupton, Colorado, 80621; and

WHEREAS, in accordance with C.R.S. § 31-15-801 the City is further authorized to purchase the necessary land, building, equipment, and other property for governmental or proprietary purposes; and,

WHEREAS, in accordance with C.R.S. § 31-15-101 Municipalities may enter into contracts and may acquire, hold, lease, and dispose of property, both real and personal; and,

WHEREAS, an offer to purchase was made and contract was tendered subject to Council's approval; and,

WHEREAS, the purchase price of the Real Property is determined to be \$460,000.00; and,

WHEREAS, the legal description of the parcel is attached as Exhibit A; and,

WHEREAS, Section C.R.S. § 31-15-801 requires that the Agreement and the terms thereof shall be concluded by an ordinance enacted by the City; and

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

Section 1. The City Council has reviewed the proposed Real Estate Purchase Agreement between Larry L. McMillan "Seller" and the City of Fort Lupton "Buyers" including but not limited to, the purchase price and the terms of the contract and has found the proposed contract to be acceptable.

Section 2. The City Administrator is hereby authorized to affix his signature to the Agreement and forward the signed agreement to Larry L. McMillan.

Section 3. Closing shall be within 60 days of execution of the Agreement.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 21st day of November 2023.

PUBLISHED in the Fort Lupton Press the 30th day of November 2023.

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

PUBLISHED BY TITLE ONLY the ___ day of ___ 2023.

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

CITY OF FORT LUPTON

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

APPROVED AS TO FORM:

Andy Ausmus, City Attorney

EXHIBIT A

PROPERTY LOCATION

Northwest corner of 1st Street and Harrison Avenue, Fort Lupton, Colorado.

Parcel located in the Northeast Quarter, Section 5, Township 1N, Range 66 West of the 6th P.M. Weld County, Colorado

LEGAL DESCRIPTION.

Lots 11-14, Block 2, Aichelmanns Subdivision

A subdivision of the City of Fort Lupton

County of Weld

State of Colorado

WELD COUNTY ASSESSOR INFORMATION

Owner: Larry L. McMillan

Weld County Parcel: 147105225010

Subdivision: Aichelmanns

Section: 5 Township: 1N Range: 66W



SUBJECT FOR DISCUSSION

Approve Award of Contract with HCL Engineering & Surveying, LLC for Survey Services for the 14th Street Drainage Survey Project for an Amount Not to Exceed \$44,980.00 from the Storm Drainage Enterprise Fund- Plans and Studies.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Public Works Department is working with Tri-State, Cottonwood Greens, and Willow Crossing developments on a regional solution for the developed drainage for the 14th street corridor. Through this coordination it has been identified that stormwater infrastructure, namely a large diameter pipe will be required on County Road 14.5, or 14th street, to route the drainage to what is referred to as the “Golden Pond”, which is a regional detention basin owned and maintained by the City. Therefore, a detailed topographic (surface) survey is required to be utilized in the engineering design of the large diameter pipe. This survey will also include office research by the selected consultant to determine ownership of adjacent parcels to determine if future Right of Way may need to be acquired for the future project, utilities in the Right of Way will be identified as conflicts with the proposed design and the existing utilities will need to be identified and mitigated. The survey information may also be used for the future annexation of County Road 14.5 to the City, and as well as future roadway improvements. The Request for Proposal (RFP) was sent to the four consultants on the Engineering Services List that stated survey as a provided service October 16, 2023. HCL Engineering & Surveying, LLC provided a proposal that met the intent of the Request for Proposal in more detail and scope than other proposals received.

FINANCIAL CONSIDERATIONS

The Storm Drain Fund’s 2023 budget has \$50,000 in plans and studies to cover the survey costs.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the contract to HCL Engineering & Surveying, LLC
- B. Award the contract to another proposing Consultant
- C. Reject contract.

STAFF RECOMMENDATIONS

Staff recommends approving the contract with HCL Engineering & Surveying, LLC for an amount not to exceed \$44,980.00 from the Utility Fund.

- Attachments:**
- a. Contract Agreement HCL.
 - b. Proposal (Exhibit A)

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



**City of Fort Lupton, Colorado
Public Works Department**

Public Works Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and HCL Engineering & Surveying, LLC (hereinafter "CONSULTANT").

WHEREAS, the parties hereto agree in consideration of the covenants, payments and agreements set forth herein as follows:

1. **SCOPE OF WORK.** Consultant will furnish all tools, equipment, supplies, superintendence, insurance, transportation, labor and other accessories, services and facilities specified or required to complete the work. Consultant shall provide and perform all necessary labor in a first class and professional manner and in accordance with the conditions and prices stated in the bid proposal and the requirements, stipulations, provisions and conditions of the contract documents. Consultant shall perform, execute, and complete all things mentioned to be done by the Consultant and all work included in the scope of work set forth and incorporated herein as **Exhibit A**. Consultant confirms it possesses all necessary professional licenses and is in good standing with the State of Colorado. Further, Consultant states it possesses professional liability insurance and will add the City as an additional insured for this project.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the scope of work set forth in the Consultant's proposal attached hereto as **Exhibit A**. In the event of any conflict between any of these documents, this document shall control.

3. **TIME OF COMPLETION.** The Consultant agrees to commence work upon execution of this Agreement and to complete all work in an expeditious and timely manner to meet the prescribed Project schedule.

4. **CONTRACT SUM.** The City shall pay to the Consultant for performance and completion of the work encompassed by this Agreement, and the Consultant will accept as full compensation therefore the sum of not to exceed \$44,980.00, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon review and acceptance of the work by the City, in its sole discretion.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** The City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract

amount. No change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Consultant in writing, that lawful appropriations to cover the costs of this additional work has been made and the change order is approved by the City in its sole discretion in writing.

6. **AMENDMENT/NO ASSIGNMENT.** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement.

7. **COMPLETE AGREEMENT.** This Agreement, and the exhibits hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein.

8. **SEVERABILITY.** In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion of this Agreement will be deleted and the remaining provisions of the Agreement shall continue in full force and effect.

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

10. **OSHA REQUIREMENTS.** Consultant agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. Consultant shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. Consultant acknowledges and agrees that with respect to the scope of work under this contract, it shall comply with all obligations and assume all responsibilities under all OSHA rules and regulations.

11. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** The City, its elected officials, officers and employees are relying upon, and do not waive or intent to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

12. **INDEPENDENT CONTRACTOR.** Contractor is a separate, legal entity from the City and the parties make this Agreement accordingly with the understanding that Contractor at all times is acting as an independent contractor and not an employee or agent of the City. All persons retained by Contractor to perform services pursuant to this Agreement shall be

employees or independent contractors of Contractor and are not employees, contractors or agents of the City. Contractor does not have the authority to bind the City by contract or otherwise

13. **INDEMNIFICATION BY CONSULTANT.** Consultant shall defend, indemnify and hold the City harmless from any damages, including but not limited to any loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of Consultant or its subconsultants pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

14. **APPROVAL REQUIRED.** This Agreement is subject to the final approval of the Fort Lupton City Council and signature by the Mayor of Fort Lupton.

EXECUTED THIS _____ DAY OF **November, 2023.**

CITY OF FORT LUPTON, COLORADO

BY: Zo Hubbard

TITLE: Mayor

CONSULTANT:

HCL Engineering & Surveying, LLC

BY: _____

TITLE: _____

October 25, 2023

David Raush
Stanley Consultants
130 S McKinley Ave,
Fort Lupton, CO 80621
DRausch@Fortluptonco.gov

Re: Professional Surveying / Underground Utility Locating / Preliminary ROW Plans – 14th St Drainage Survey, Fort Lupton, CO

SCOPE OF SERVICES

Item 1 - Management/QC: \$2,470

This task includes QC time, project oversight, and time for billing/invoicing.

Item 2 - Map and Data Research \$920

HCL will submit a subsurface utility engineering notification to the Utility Notification Center of Colorado, provide map and data research, and contact and meet with facility owners as necessary.

Item 3 - Underground Utility Survey: \$4,000

- Location of underground utilities based on record information and surface evidence and any recorded easements associated with a utility:
 - Sanitary sewer, manhole locations with rim, invert-in, invert-out elevations
 - Storm sewer, manhole locations with rim, invert-in, invert-out elevations.
 - Underground electrical lines
 - Underground fiber optic and data communication lines
 - Underground water mains, fire hydrants and water lines
 - Drainage culverts and trench drains.
 - Gas lines
 - Location of any overhead electrical or communication lines.
- HCL will mark existing utilities within the above limits. Once marked, HCL will survey the paint marks.

Item 4 - Topographic Mapping: \$16,315

- Control will be based on Colorado State Plane, North Zone. Elevations will be referenced to NGS Benchmarks in the project vicinity.
- HCL will obtain, by field methods, existing visible features, and topography within the project limits. Limits are outlined in Red on the attached map.
- Topographic survey with physical features and utilities on a base (planimetric) map and existing right-of-way. Physical characteristics and utilities to include, but are not limited to, roadway features such as edge of pavement (asphalt and concrete) and flowline, curb and gutter, curb returns and ramps, sidewalks, streetlights and traffic signal

equipment, utility poles, valves, pedestals, guy wires, maintenance holes, inlets with grate and invert elevations, signs, pavement marking, mailboxes, fences, and driveways. Topographic survey to extend approximately 100 feet down each leg of every intersection.

- Trees with a caliper size of 3" or larger which will include dripline diameter.

Item 5 - Right-of-Way Survey (ROW): \$10,125

- HCL will research deeds, land survey plats, subdivision plats and other record documents to determine property and right-of-way.
- HCL will search for and survey existing ROW monuments, property corners, and aliquot corners.
- HCL will also conduct research of existing properties along 14th St to ensure that there are no gaps or overlaps between private property and Fort Lupton right-of-way.

Item 6 - Right-of-Way Plans: \$10,000

- HCL will create Preliminary Right-Of-Way Plans that include Cover Sheet, Land Survey Control Diagram and sheets showing current right-of-way and property lines with topographic survey information referenced.
- Right-of-Way Plan limits are outlined in red on the attached map.
- This fee includes addressing one round of comments from the City.

Item 7 - Right-of-Entry Forms: \$1,150

- HCL will draft right-of-entry forms to enter upon private properties for topographic surveying and utility locates. HCL assumes 13 letters to be sent to landowners.

SURVEY DELIVERABLE

- Utility mapping and topographic mapping data will also be provided in an electronic AutoCAD (.dwg) format.
- A DWG file containing 3 dimensional planimetric features.
- Civil 3D surface of topography with 1-foot contours.
- A .csv file with all data collected in the field. File to include state plane coordinates in PNEZD format
- PDF of Survey Control Diagram and Preliminary ROW Plans.

Assumptions:

- HCL will set 4 control points throughout the project area.
- Topographic survey will be 60 feet both sides of approximate centerline of 14th St.
- A minimum of 20 cross sections at 100' intervals will be done of the existing ditch.
- CITY will provide ownership information for properties along the project route including copies of recorded plats from Weld County, and right of way information.
- HCL anticipates surveying 14 section corners to define properties and ownership.
- Right-of-Way Plans and utility locates are assumed to be in the area outlined in red in the attached map.
- Right-of-Way Plans will be provided on 11"x17" sheets.

Exclusions:

- QL B designation of storm and sanitary sewers
- Inside vault dimensions
- Confined space entry
- Camera Sewer Inspection
- Ground Penetrating Radar
- Land Survey Plat
- Improvement Survey Plat
- Setting of Property Corners
- Title Commitments
- Utility Test Holes

COMPENSATION

Fee Total **\$44,980**

Optional:

Title Commitments (each) \$1,000

Descriptions & Exhibits (each) \$1,200

We appreciate the opportunity to work with you on this Project. Please let us know if you have any questions or need further information.

Sincerely,
HCL Engineering and Surveying, LLC



Jon Spirk PLS
Survey Project Manager

October 25, 2023

David Raush
Stanley Consultants
130 S McKinley Ave,
Fort Lupton, CO 80621
DRausch@Fortluptonco.gov

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Sincerely,
HCL Engineering and Surveying, LLC



Jon Spirk PLS
Survey Project Manager



Upcoming Events

- | | |
|----------------------|---|
| November 23-24, 2023 | City Offices Closed in Observance of Thanksgiving Day |
| November 28, 2023 | Public Meeting to Discuss Changes in Monthly Shut-off Procedures, City Hall, 130 S. McKinley Ave. 6:00 p.m. |
| December 2, 2023 | Cookies & Cocoa with Santa, Fort Lupton Public and School Library, 370 S. Rollie Ave., 10 a.m. – 2 p.m. |