



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, April 16, 2024
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/353347597>

Call to Order

Pledge of Allegiance

Roll Call

Proclamation

- a. National Crime Victim's Rights Proclamation
- b. Sexual Assault Awareness Month Proclamation
- c. Community College Month Proclamation

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

Approval of Agenda

Review of Accounts Payables

- a. April 16, 2024 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. April 2, 2024 City Council Meeting Minutes
- b. Second Reading Ordinance 2024-1164 Approving USDA Interim Loan Financing Through COBank, ACB for \$23,839,000 for the Construction of the Metro Force Main and Lift Station
- c. AM 2024-064 Ratifying the Mayor's Signature Accepting a Proposal from A to Z Recreation for the Community Center Park Renovation Project to Repurchase Playground Equipment for an Amount Not to Exceed \$347,315.00 to be Paid from the Parks Department Capital Projects
- d. AM 2024-066 Approve the Mayor to Sign a Memorandum of Understanding with Resource Recycling Systems, Inc., to Conduct a Feasibility Study for Developing a Contractual Residential Waste and Recycling Collection System
- e. AM 2024-067 Approving a Resolution Ratifying the Mayor's Appointment of Lorenzo Vasquez to the Parks and Recreation Committee for a Term Beginning April 16, 2024 and Ending December 31, 2025
- f. AM 2024-072 Approving a Five-year Contract with Axon Enterprise for Axon Air for an Amount Not to Exceed \$42,853.67

- g.** AM 2024-073 Authorizing the Mayor to Sign the Fireworks Agreement for Fireworks Display from Tri-State Fireworks for an Amount Not to Exceed \$20,000

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 2024-068 Adopting an Ordinance Accepting an Annexation Known as the Ewing Annexation and Approving the Annexation Agreement
- b.** AM 2024-069 Adopting an Ordinance to Initially Zone Land Legally Described in Exhibit A of the Proposed Ordinance, and Known as the Ewing Initial Zoning, to the 'A' Agricultural Zone District
- c.** AM 2024-070 Approve a Resolution for an Application for a Special Use Permit for a Sand and Gravel Pit, Known as the Ewing Special Use Permit

Action Memorandum

- a.** AM 2024-065 Approve Purchase Order to Badger Meter for an Amount Not to Exceed \$581,240.00 for Purchase of New Meters and Endpoints from the Utility Fund Water Line Department
- b.** AM 2024-071 Approving a Contract with AWU Consulting to Provide Municipal Services Through the 2024 year to the City
- c.** AM 2024-074 Approving Vehicle Up-Fitting through First Armored Services for 3 Vehicles in the Amount of \$65,133.39

Information Memorandum

- a.** IM 2024-009 Police Chief Retirement
- b.** IM 2024-010 Reallocating Capital Project Funding for Brazos to Central Square RMS to Purchase Hardware
- c.** IM 2024-011 Proposal to Hire Cadet Positions to Train Qualified Police Applicants

Staff Reports

Mayor/Council Reports

Future City Events

- a.** April 16, 2024 Upcoming Events

Upcoming Meetings April 30, 2024 Town Hall Meeting - CANCELED May 7, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m. May 14 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m. May 21, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

- a.** April 23, 2024 Bike Path Planning Meeting, City Hall, 130 S. McKinley Ave. 5:00 p.m.
April 30, 2024 Town Hall Meeting - CANCELED
May 7, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
May 14 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
May 21, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

NATIONAL CRIME VICTIMS' RIGHTS PROCLAMATION

WHEREAS, the victims' rights movement has resulted in the passage of laws at the local, state, and federal levels that established essential rights for victims; and

WHEREAS, crime victims' rights acts passed here in Colorado and at the federal level have provided victims with ways to participate meaningfully throughout the criminal justice process; and

WHEREAS, the rights of crime victims are best protected when all participants in the criminal justice process—not only victims—are appropriately educated about victims' rights; and

WHEREAS, supporting victims of crime is crucial to the U.S. justice system as our support honors the experiences of victims and allows them to find autonomy and empowerment through achieving self-defined goals; and

WHEREAS, we must help victims access justice, assistance, and support to help rebuild their lives; and

WHEREAS, advocacy by and for victims of crime is itself a form of seeking justice, no less than justice sought in the courts; and

WHEREAS, the accomplishments of the victims' rights movement, achieved through compassion and collaboration, and built on the courageous advocacy of individual victims and their families across the county, inspire in us hope for future progress and greater healing; and

WHEREAS, National Crime Victims' Rights Week honors crime victims and survivors, recognizes the professionals and volunteers who provide critical services to victims of crime, and raises awareness about crime victims' rights and services; and

WHEREAS, this year's theme is a call-to-action for us all to create safe environments for crime victims to share what happened to them; that by doing so, we are able to offer support, options for life-saving services, and most importantly, hope; and

WHEREAS, The City of Fort Lupton is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim service providers, and bringing hope and healing to all victims and survivors; and

NOW THEREFORE, I, Zo Hubbard, Mayor of Fort Lupton, on behalf of the City Council, do hereby proclaim the week of April 21-27, 2024, as "Crime Victims' Rights Week and reaffirm The City of Fort Lupton's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so they may find relevant assistance, support, justice, and peace.

Given under my hand and seal of the City of Fort Lupton

Zo A. Hubbard, Mayor
16 April 2024

SEXUAL ASSAULT AWARENESS MONTH PROCLAMATION

WHEREAS, April is Sexual Assault Awareness Month and calls attention to the fact that sexual violence is widespread with over 53% of women and over 29% of men reporting contact sexual violence in their lifetime; and

WHEREAS, Rape, sexual assault, and sexual harassment impacts citizens of Fort Lupton, regardless of age, race, or gender; and

WHEREAS, City of Fort Lupton acknowledges the National Sexual Assault Awareness Month theme of “Building Connected Communities,” and calls on us all to build more connected, respectful, and inclusive communities to promote our collective well-being and protect against the risk of sexual violence; and

WHEREAS, Victims of sexual assault are significantly more likely to suffer from depression, post-traumatic stress disorder, chemical dependencies, and even contemplate suicide; and

WHEREAS, This crime occurs far too frequently, goes unreported far too often, and leaves long lasting psychological, physical and emotional scars; and

WHEREAS, As a community, we share the responsibility for supporting victims by believing others when it does occur, and bringing perpetrators to justice, whatever justice means to those who are victimized; and

WHEREAS, We must work together to educate the City of Fort Lupton community about sexual violence, supporting survivors, and speaking out against harmful attitudes and actions impeding victims from seeking services; and

WHEREAS, We believe communities will be safer and stronger by making them more equitable for people of all gender identities and sexual orientations, races and ethnic backgrounds, ages, faiths, and abilities;

NOW THEREFORE, I, Zo Hubbard, Mayor of the City of Fort Lupton, on behalf of the City Council, do hereby proclaim April, 2024 as “Sexual Assault Awareness Month” in the City of Fort Lupton.

Given under my hand and seal of the City of Fort Lupton

Zo A. Hubbard, Mayor
16 April 2024

2024 Community College Month Proclamation

WHEREAS, Aims Community Colleges “Aims” plays a vital role in shaping the future of Northern Colorado and its economy through providing quality education and training to students of all backgrounds and ages; and

WHEREAS, Aims Community College continues to foster equitable access by keeping college as affordable as possible, providing access to a college education at one of the lowest tuition rates in Colorado; and

WHEREAS, Aims offers a wide range of programs and services, including technical training, transfer degrees, workforce development, early college experiences and adult education, all designed to meet the needs of students and employers; and

WHEREAS, Aims serves nearly 10,000 students yearly, providing them with the skills and knowledge needed to pursue their academic and professional goals, and to become active, engaged members of their communities; and

WHEREAS, Aims is an integral part of the region’s economy, having an annual community impact of \$244 million and providing employers with the skilled workforce essential to the growth and prosperity of Northern Colorado’s businesses and industries; and

WHEREAS, with recognition of the dedication and hard work of the faculty, staff and leadership of Aims in providing exceptional education and training to students and acknowledgment of the vital role they play in helping build a stronger and more prosperous Northern Colorado.

NOW, THEREFORE, I, Zo Hubbard, by virtue of the authority vested in me as Mayor of the City of Fort Lupton, do hereby proclaim April 2024 as Community College Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the 16th day of April 2024.

Zo Hubbard, Mayor

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 04/03/2024 - 04/16/2024

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	04/09/2024	Regular	0.00	30.06	86509
103302/1	Invoice	03/29/2024	GOLF-STEEL WOOL PADS/SUPPLIES-PRO S...	0.00	18.97	
103315/1	Invoice	03/30/2024	GOLF-PVC PIPE, ELBOW-PRO SHOP	0.00	11.09	
002254	ADIDAS AMERICA INC	04/09/2024	Regular	0.00	2,553.02	86510
6161080730	Invoice	03/20/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	2,485.16	
6161092665	Invoice	03/22/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	67.86	
000048	AIRGAS USA LLC	04/09/2024	Regular	0.00	87.57	86511
9147849163	Invoice	03/13/2024	GOLF-24 OZ SOLVENT-BASED AEROSOL-M...	0.00	87.57	
000160	BREAKTHRU BEVERAGE COLORADO	04/09/2024	Regular	0.00	969.69	86512
115047592	Invoice	03/28/2024	GOLF-BEVERAGES-PRO SHOP	0.00	801.69	
115047593	Invoice	03/28/2024	GOLF-RED BULL BEVERAGES-PRO SHOP	0.00	168.00	
002853	BUCKEYE CLEANING CENTER	04/09/2024	Regular	0.00	120.88	86513
90572094	Invoice	03/25/2024	GOLF-TRASH CAN LINERS-PRO SHOP	0.00	120.88	
001715	BUFFALO BRAND SEED	04/09/2024	Regular	0.00	3,290.00	86514
24-00854-OP	Invoice	03/25/2024	GOLF-GRASS SEED-MAINT	0.00	3,290.00	
000183	CALLAWAY GOLF SALES COMPANY	04/09/2024	Regular	0.00	1,998.14	86515
937912483	Invoice	03/21/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	867.51	
937929313	Invoice	03/23/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	903.63	
937954538	Invoice	03/26/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	227.00	
000241	CITY OF FT LUPTON-UTIL INVOICE	04/09/2024	Regular	0.00	7,078.57	86516
11-02490-01 MAR.	Invoice	03/29/2024	Water/Sewer Bill-Golf	0.00	262.36	
11-02520-01 MA...	Invoice	03/29/2024	Water/Sewer Bill-Golf	0.00	6,684.20	
11-02521-01 MAR.	Invoice	03/29/2024	Water/Sewer Bill-Golf	0.00	91.25	
77-02145-01 MAR.	Invoice	03/29/2024	Water/Sewer Bill-Golf	0.00	40.76	
002723	EAGLE ROCK COMPANY OF COLO	04/09/2024	Regular	0.00	783.20	86517
12436449	Invoice	03/28/2024	GOLF-BEVERAGES-PRO SHOP	0.00	108.80	
12439393	Invoice	04/02/2024	GOLF-BEVERAGES-PRO SHOP	0.00	405.60	
12439394	Invoice	04/03/2024	GOLF-BEVERAGES-PRO SHOP	0.00	268.80	
000512	FUZION FIELD SERVICES LLC	04/09/2024	Regular	0.00	255.75	86518
335386	Invoice	04/02/2024	GOLF-MONTHLY RENTAL FEES-MAINT	0.00	255.75	
000567	HIGH COUNTRY BEVERAGE CORP	04/09/2024	Regular	0.00	998.20	86519
W-6760725	Invoice	04/02/2024	GOLF-BEVERAGES-PRO SHOP	0.00	205.50	
W-6760735	Invoice	04/02/2024	GOLF-TWISTED TEA-PRO SHOP	0.00	135.20	
W-6764224	Invoice	04/02/2024	GOLF-BEVERAGES-PRO SHOP	0.00	657.50	
002977	JOSEPH ELLIOTT USA LLC	04/09/2024	Regular	0.00	322.20	86520
25461	Invoice	03/21/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	322.20	
003432	PRISWING SOFTWARE LLC	04/09/2024	Regular	0.00	349.00	86521
INV2154322	Invoice	04/01/2024	GOLF-MONTHLY LICENSE FEE-PRO SHOP	0.00	349.00	
000931	R & L TIRES	04/09/2024	Regular	0.00	21.73	86522
52551	Invoice	04/02/2024	GOLF-TIRE REPAIRS-MAINT	0.00	21.73	
001529	ROCKY MOUNTAIN PUMP & CONTROLS LLC	04/09/2024	Regular	0.00	860.00	86523
3769	Invoice	03/19/2024	GOLF-ANNUAL PREVENTATIVE MAINT ON...	0.00	860.00	
001594	WILBUR-ELLIS COMPANY LLC	04/09/2024	Regular	0.00	2,635.64	86524

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	
16308384	Invoice	03/27/2024	GOLF-CHEMICALS/SUPPLIES-MAINT	0.00	2,434.04	
16308459	Invoice	03/27/2024	GOLF-CHEMICALS/SUPPLIES-MAINT	0.00	201.60	
000028	ACUSHNET COMPANY	04/16/2024	Regular	0.00	189.80	86525
917622278	Invoice	03/27/2024	GOLF-MECHANDISE-PRO SHOP	0.00	61.15	
917638713	Invoice	03/28/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	128.65	
000048	AIRGAS USA LLC	04/16/2024	Regular	0.00	20.56	86526
5507068185	Invoice	03/31/2024	GOLF-ACETYLENE, ARGON, OXYGEN GASES..	0.00	20.56	
003190	BERMUDA SANDS APPAREL	04/16/2024	Regular	0.00	764.68	86527
118631	Invoice	03/27/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	764.68	
003478	BUFFALO REFRIGERATION	04/16/2024	Regular	0.00	1,015.00	86528
1043	Invoice	03/29/2024	GOLF-MAINTENANCE/REPAIRS ON COOLE...	0.00	1,015.00	
000183	CALLAWAY GOLF SALES COMPANY	04/16/2024	Regular	0.00	6,778.13	86529
937909703	Invoice	03/21/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	714.00	
937929310	Invoice	03/23/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	713.16	
937971614	Invoice	03/28/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	237.72	
937985848	Invoice	03/29/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	4,144.25	
937992383	Invoice	03/30/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	264.84	
937992384	Invoice	03/30/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	228.72	
937992385	Invoice	03/30/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	475.44	
001909	CASTLE PINES GOLF CLUB INC	04/16/2024	Regular	0.00	3,250.00	86530
100	Invoice	04/08/2024	GOLF-SEEDER, AERATER, CORE PROCESSO...	0.00	3,250.00	
002723	EAGLE ROCK COMPANY OF COLO	04/16/2024	Regular	0.00	716.08	86531
12470308	Invoice	04/08/2024	GOLF-BEVERAGES-PRO SHOP	0.00	716.08	
000425	ELEVATION COFFEE TRADERS	04/16/2024	Regular	0.00	180.62	86532
106830	Invoice	04/05/2024	GOLF-COFFEE-PRO SHOP	0.00	180.62	
000461	FERRELLGAS LP	04/16/2024	Regular	0.00	852.56	86533
1126287406	Invoice	03/15/2024	GOLF-PROPANE/FUEL-MAINT	0.00	852.56	
000536	GOLF AND SPORT SOLUTIONS LLC	04/16/2024	Regular	0.00	2,105.90	86534
46603	Invoice	03/28/2024	GOLF-TONS OF BUNKER SAND-MAINT	0.00	1,279.60	
46674	Invoice	04/03/2024	GOLF-TONS OF ATHLETIC SAND-MAINT	0.00	826.30	
000567	HIGH COUNTRY BEVERAGE CORP	04/16/2024	Regular	0.00	995.00	86535
W-6771124	Invoice	04/08/2024	GOLF-BEVERAGES-PRO SHOP	0.00	995.00	
003120	HUDSON LOCKERS, INC	04/16/2024	Regular	0.00	205.00	86536
386	Invoice	04/08/2024	GOLF-PREPACKED GOODS-PRO SHOP	0.00	205.00	
002977	JOSEPH ELLIOTT USA LLC	04/16/2024	Regular	0.00	905.40	86537
24187	Invoice	04/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	377.00	
24576	Invoice	04/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	314.00	
25632	Invoice	03/26/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	214.40	
001913	LUXOTTICA OF AMERICA, INC	04/16/2024	Regular	0.00	293.20	86538
6917935893	Invoice	03/20/2024	GOLF-EYE WEAR-PRO SHOP	0.00	94.83	
6917955701	Invoice	03/21/2024	GOLF-EYE WEAR-PRO SHOP	0.00	103.54	
6917999065	Invoice	03/25/2024	GOLF-EYE WEAR-PRO SHOP	0.00	94.83	
000862	O'REILLY AUTO PARTS	04/16/2024	Regular	0.00	205.65	86539
4489-128340	Invoice	04/01/2024	GOLF-OIL FILTER-MAINT	0.00	10.58	
4489-129087	Invoice	04/04/2024	GOLF-BATTERY, OIL FILTER, GREASE-MAINT	0.00	170.91	
4489-130050	Invoice	04/08/2024	GOLF-V-BELT-MAINT	0.00	24.16	
000913	POTESTIO BROTHERS EQUIPMENT	04/16/2024	Regular	0.00	1,477.07	86540
14510K	Invoice	03/25/2024	GOLF-PARTS-MAINT	0.00	1,477.07	

Council Check Report

Date Range: 04/03/2024 - 04/16/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000999	SHAMROCK FOODS COMPANY	04/16/2024	Regular	0.00	1,086.13	86541
30459691	Invoice	04/04/2024	GOLF-PREPACKAGED FOOD-PRO SHOP	0.00	71.92	
30459692	Invoice	04/04/2024	GOLF-PREPACKAGED GOODS/FOOD-PRO ...	0.00	1,014.21	
001022	SOUTHERN GLAZER'S OF CO	04/16/2024	Regular	0.00	1,009.69	86542
5288339	Invoice	04/03/2024	GOLF-BEVERAGES-PRO SHOP	0.00	521.50	
5288340	Invoice	04/03/2024	GOLF-BEVERAGES-PRO SHOP	0.00	488.19	
003509	SUNDAY GOLF	04/16/2024	Regular	0.00	778.00	86543
C55B9D57-0001	Invoice	04/27/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	778.00	
001052	SWIRE COCA-COLA, USA	04/16/2024	Regular	0.00	172.25	86544
40706296010	Invoice	04/05/2024	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	172.25	
001137	UNITED POWER	04/16/2024	Regular	0.00	2,740.45	86545
1194602 MAR24	Invoice	04/05/2024	United Power	0.00	562.63	
1195001 MAR24	Invoice	04/05/2024	United Power	0.00	1,772.87	
1195701 MAR24	Invoice	04/05/2024	United Power	0.00	357.38	
19595600 MAR24	Invoice	04/05/2024	United Power	0.00	25.93	
6601202 MAR24	Invoice	04/05/2024	United Power	0.00	21.64	
003398	UNIVERSITY AUTO PARTS	04/16/2024	Regular	0.00	88.82	86546
198660	Invoice	04/10/2024	GOLF-HYD HOSE FITTING, PARTS-MAINT	0.00	88.82	
002638	VICE SPORTING GOODS INC	04/16/2024	Regular	0.00	2,087.28	86547
US24867476	Invoice	03/25/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	2,087.28	
001207	WESTERN DISTRIBUTING INC	04/16/2024	Regular	0.00	153.60	86548
791173	Invoice	04/05/2024	GOLF-EDDYLINE IPA-PRO SHOP	0.00	153.60	
001638	WICKHAM TRACTOR CO	04/16/2024	Regular	0.00	1,535.00	86549
E15165-1	Invoice	03/01/2024	GOLF-PALLET FORKS/KUBOTA COVER-	0.00	1,535.00	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	74	41	0.00	51,959.52
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
	74	41	0.00	51,959.52

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Council Check Report

Date Range: 04/03/2024 - 04/16/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
990008001 MAR...	Invoice	03/29/2024	Water/Sewer Bill-City	0.00	34.65	
990132001 MAR...	Invoice	03/29/2024	Water/Sewer Bill-City	0.00	4,138.53	
999910000 MAR...	Invoice	03/29/2024	Water/Sewer Bill-City	0.00	103.21	
	Void	04/09/2024	Regular	0.00	0.00	102170
003166	CODE RED AUDITS, LLC	04/09/2024	Regular	0.00	46,437.85	102171
INV-CITYFTLP-24...	Invoice	03/28/2024	GF-Parks & Rec Center Security Cameras-IT	0.00	46,437.85	
000268	COLORADO ANALYTICAL LAB	04/09/2024	Regular	0.00	48.00	102172
240326083	Invoice	03/27/2024	UF-DRINKING WATER TESTING-W LINES	0.00	48.00	
002651	COLORADO COMMUNITY MEDIA	04/09/2024	Regular	0.00	518.88	102173
108629	Invoice	03/29/2024	GF-PUBLIC NOTICE/LEGAL NOTICE-	0.00	518.88	
000306	COMCAST BUSINESS	04/09/2024	Regular	0.00	2,701.01	102174
197127760	Invoice	03/15/2024	Comcast Phones	0.00	2,701.01	
000307	COMCAST CABLE COMM, LLC	04/09/2024	Regular	0.00	427.42	102175
0116038 APRIL24	Invoice	04/01/2024	REC-APRIL 2024 PHONE SERVICE-REC CEN...	0.00	177.98	
0208785 MARCH...	Invoice	03/04/2024	GF-MARCH 2024 INTERNET SERVICE-PLAN...	0.00	249.44	
003123	COMMUNITY CORRECTIONS CSP INC	04/09/2024	Regular	0.00	660.00	102176
032924	Invoice	03/29/2024	GF-JANUARY 2023-FEBRUARY 2024 COM...	0.00	660.00	
000339	CTL THOMPSON, INC	04/09/2024	Regular	0.00	8,750.00	102177
700323	Invoice	03/31/2024	RC-CONSTRUCTION OBSERVATION & MAT...	0.00	6,550.00	
700330	Invoice	03/21/2024	Community Park Renovation - COMT	0.00	2,200.00	
000388	DIGETEK, LLC	04/09/2024	Regular	0.00	3,200.00	102178
39330	Invoice	03/27/2024	Support (20hrs)	0.00	3,200.00	
002743	DYER CONSTRUCTION	04/09/2024	Regular	0.00	1,500.00	102179
040224	Invoice	04/02/2024	UF-HYD METER DEP REFUND-UB	0.00	1,500.00	
000597	INSIGHT PUBLIC SECTOR INC	04/09/2024	Regular	0.00	3,813.53	102180
1101148998	Invoice	03/25/2024	PA 440 with Services and support	0.00	2,133.81	
1101149126	Invoice	04/01/2024	PA 440 with Services and support	0.00	1,679.72	
003507	IRIS BOSS	04/09/2024	Regular	0.00	180.00	102181
2007433.001	Invoice	03/26/2024	REC-PROGRAM REFUND (SENIOR TRIPS)-R...	0.00	180.00	
003514	LYONS SANDSTONE	04/09/2024	Regular	0.00	1,800.28	102182
24626-01DR	Invoice	04/03/2024	CPR-LANSCAPING ROCK SLABS-COM CENT...	0.00	1,800.28	
003483	MILE HIGH SYNTHETIC TURF	04/09/2024	Regular	0.00	18,184.48	102183
1743	Invoice	04/01/2024	Pearson Park Batting Cage Turf	0.00	18,184.48	
000841	NEWMAN TRAFFIC SIGNS	04/09/2024	Regular	0.00	2,905.37	102184
TRFINV053018	Invoice	03/28/2024	GF-SIGNS-STREETS	0.00	2,905.37	
000861	NVAA	04/09/2024	Regular	0.00	2,162.96	102185
115	Invoice	03/26/2024	CPR-SOCCER DUES-ATHL	0.00	650.96	
119	Invoice	03/26/2024	CPR-VOLLEYBALL DUES-ATHL	0.00	1,512.00	
000896	PETTY CASH-FINANCE	04/09/2024	Regular	0.00	136.63	102186
032824	Invoice	03/28/2024	GF-PETTY CASH REIMBURSEMENT	0.00	136.63	
001643	PROCEDURE INC	04/09/2024	Regular	0.00	48,247.98	102187
355267	Invoice	03/31/2024	GF-BUILDING PERMIT SERVICES/PLAN REV...	0.00	48,247.98	
000928	PUSH PEDAL PULL, INC	04/09/2024	Regular	0.00	480.00	102188
374392	Invoice	03/01/2024	REC-FAN FOR TREADMILL-REC CENTER	0.00	230.00	
379776	Invoice	03/26/2024	REC-LATERAL TRAINER SERVICE/ROWER-R...	0.00	250.00	
000931	R & L TIRES	04/09/2024	Regular	0.00	20.00	102189

Council Check Report

Date Range: 04/03/2024 - 04/16/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
52271	Invoice	03/11/2024	CEM-TIRE REPAIR-CEMETERY	0.00	20.00	
003150	REDI SERVICES, LLC	04/09/2024	Regular	0.00	280.00	102190
0000082123	Invoice	03/31/2024	CEM-PORTABLE TOILET SERVICES-CEMETE...	0.00	280.00	
003512	SALLY COLACCI-RICKMAN	04/09/2024	Regular	0.00	417.29	102191
CITATION#E0028...	Invoice	04/02/2024	GF-RESTITUTION CITATION#E0028655-1 M...	0.00	417.29	
002390	SOFIA SALAZAR	04/09/2024	Regular	0.00	90.00	102192
2007436.001	Invoice	03/27/2024	REC-BASEBALL REFUND-REC CENTER	0.00	90.00	
003297	SWEET PEA CLEANING, LLC	04/09/2024	Regular	0.00	1,224.00	102193
8461	Invoice	03/01/2024	REC-MARCH CLEANING-REC CENTER	0.00	1,224.00	
001120	TRUDILIGENCE LLC	04/09/2024	Regular	0.00	160.20	102194
57555	Invoice	04/01/2024	GF-BACKGROUND CHECK-HR	0.00	160.20	
001149	UTILITY NOTIFICATION CENTER	04/09/2024	Regular	0.00	318.63	102195
224030580	Invoice	03/31/2024	UF-RTL TRANSMISSIONS-ADMIN	0.00	318.63	
001224	XCEL ENERGY-GAS	04/09/2024	Regular	0.00	1,826.00	102196
871241216	Invoice	03/31/2024	Xcel Gas Bill	0.00	1,826.00	
001293	AMAZON.COM	04/16/2024	Regular	0.00	843.74	102197
1GYC-NFTM-4GX7	Invoice	04/05/2024	GF-MISC ITEMS/SUPPLIES-PD	0.00	843.74	
001646	BANK OF COLORADO	04/16/2024	Regular	0.00	90.90	102198
0227 MARCH 24	Invoice	03/31/2024	UF-MARCH 2024 FUEL CHARGES-STREETS	0.00	90.90	
003515	CAITLYN WOOLLEY	04/16/2024	Regular	0.00	60.00	102199
2007441.001	Invoice	04/03/2024	REC-BASEBALL REFUND-REC CENTER	0.00	60.00	
000268	COLORADO ANALYTICAL LAB	04/16/2024	Regular	0.00	48.00	102200
240329044	Invoice	04/02/2024	GF-DRINKING WATER TESTING-W LINES	0.00	48.00	
000269	COLORADO ASPHALT SVCS	04/16/2024	Regular	0.00	1,756.55	102201
0064258	Invoice	04/01/2024	GF-TON EZ STREET COLD ASPHALT-STREETS	0.00	1,756.55	
000307	COMCAST CABLE COMM, LLC	04/16/2024	Regular	0.00	364.28	102202
0124495 APRIL 24	Invoice	04/01/2024	CPR-APRIL 2024 CABLE SERVICE-COM CEN...	0.00	151.00	
0147405 APRIL 24	Invoice	04/01/2024	CPR-APRIL 2024 PHONE/INTERNET-MUSE...	0.00	213.28	
003431	FORT LUPTON CARWASH	04/16/2024	Regular	0.00	875.75	102203
1101	Invoice	03/01/2024	GF-CARWASH SERVICES 12/01/23-12/31/...	0.00	183.75	
1133	Invoice	03/01/2024	GF-CARWASH SERVICE JAN 1-31, 2024-PD	0.00	230.00	
1165	Invoice	04/03/2024	GF-CARWASH SERVICES MARCH 1-31, 202...	0.00	275.50	
1197	Invoice	04/03/2024	GF-CARWASH SERVICE FEBRUARY 1-31, 20...	0.00	186.50	
000546	GREEN MILL SPORTSMAN'S CLUB	04/16/2024	Regular	0.00	300.00	102204
119	Invoice	04/01/2024	GF-RANGE USE FOR TRAINING-PD	0.00	300.00	
002674	HAYES POZNANOVIC KORVER, LLC	04/16/2024	Regular	0.00	1,507.00	102205
50115	Invoice	04/04/2024	WST-MARCH 2024 LEGAL FEES-WATER	0.00	1,507.00	
000588	ID EDGE INC	04/16/2024	Regular	0.00	316.80	102206
102269	Invoice	03/28/2024	REC-CARD PRINTER RIBBON-REC CENTER	0.00	316.80	
003086	INSIGHT AUTO GLASS	04/16/2024	Regular	0.00	1,590.92	102207
305112	Invoice	04/06/2024	GF-CAT MOTOR GRADER DOOR GLASS REP...	0.00	1,590.92	
003143	LEGAL AND LIABILITY RISK MANAGEMENT INSTI	04/16/2024	Regular	0.00	350.00	102208
241562	Invoice	04/01/2024	GF-TRAINING CLASS FOR G. HART-PD	0.00	350.00	
000811	MOTOROLA SOLUTIONS	04/16/2024	Regular	0.00	826.77	102209
8281832799	Invoice	03/01/2024	GF-BELT CLIP-PD	0.00	66.22	
8281846064	Invoice	03/15/2024	GF-EQUIPMENT-PD	0.00	760.55	

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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	
000847	NORMAN'S MEMORIALS INC.	04/16/2024	Regular	0.00	120.00	102210
041024	Invoice	04/10/2024	CEM-RANDY SEMROSKA	0.00	120.00	
000855	NORTHERN COLO CONSTRUCTORS	04/16/2024	Regular	0.00	55,837.93	102211
1	Invoice	03/31/2024	UF-Water Meter Replacement Program-W...	0.00	55,837.93	
000869	OPERATIONS MANAGEMENT INT	04/16/2024	Regular	0.00	141,312.39	102212
351230-25-05	Invoice	05/01/2024	OMI Monthly Allocations	0.00	141,312.39	
003044	PEAK FORM, LLC	04/16/2024	Regular	0.00	305.00	102213
3512K25213	Invoice	04/01/2024	GF-DOT RECERTIFICATION/TESTING-	0.00	305.00	
002265	QUADIENT FINANCE USA INC	04/16/2024	Regular	0.00	344.00	102214
80877446 MAR24	Invoice	03/27/2024	GF-POSTAGE RECHARGES 02/24-03/25/20...	0.00	344.00	
000931	R & L TIRES	04/16/2024	Regular	0.00	40.00	102215
52585	Invoice	04/04/2024	UF-TIRE REPAIR-W LINES	0.00	40.00	
000932	R & M SERVICES	04/16/2024	Regular	0.00	1,552.00	102216
10801	Invoice	04/01/2024	GF-BATTERY-PD	0.00	254.95	
10808	Invoice	03/06/2024	GF-VEHICLE MAINTENANCE-PD	0.00	105.10	
10809	Invoice	03/07/2024	GF-VEHICLE MAINTENANCE-PD	0.00	221.95	
10810	Invoice	03/12/2024	GF-VEHICLE MAINTENANCE-PD	0.00	72.62	
10811	Invoice	03/12/2024	GF-VEHICLE MAINTENANCE-PD	0.00	85.13	
10812	Invoice	03/18/2024	GF-VEHICLE MAINTENANCE-PD	0.00	121.13	
10813	Invoice	03/20/2024	GF-VEHICLE MAINTENANCE-PD	0.00	105.10	
10814	Invoice	03/20/2024	GF-VEHICLE MAINTENANCE-PD	0.00	244.95	
10815	Invoice	03/22/2024	GF-VEHICLE MAINTENANCE-PD	0.00	341.07	
003150	REDI SERVICES, LLC	04/16/2024	Regular	0.00	2,260.00	102217
0000082121	Invoice	03/31/2024	GF-PORTABLE TOILET SERVICES, COMM C...	0.00	500.00	
0000082122	Invoice	03/31/2024	GF-PORTABLE TOILET SERVICE, RAILROAD ...	0.00	280.00	
0000082124	Invoice	03/31/2024	CPR-PORTABLE TOILET SERVICE-COM CEN...	0.00	920.00	
0000082125	Invoice	03/31/2024	GF-PORTABLE TOILET SERVICE, HERITAGE ...	0.00	280.00	
0000082126	Invoice	03/31/2024	GF-PORTABLE TOILET SERVICES, DOG PARK..	0.00	280.00	
000956	ROCKY MOUNTAIN LOW VOLTAGE	04/16/2024	Regular	0.00	135.00	102218
20240489	Invoice	04/01/2024	REC-QUARTERLY MONITORING SERVICE-R...	0.00	135.00	
001040	STERICYCLE	04/16/2024	Regular	0.00	70.26	102219
8006538069	Invoice	03/18/2024	REC-BIOHAZARD DISPOSAL-REC CENTER	0.00	70.26	
003125	THE AEGIS LIFE AND FIRE SAFETY COMPANY	04/16/2024	Regular	0.00	4,500.00	102220
INV14746	Invoice	04/03/2024	UF-SITE OCCUPANCY SURVEY & CODE ANA...	0.00	4,500.00	
001101	TODD HODGES DESIGN, LLC	04/16/2024	Regular	0.00	11,576.25	102221
3596	Invoice	04/02/2024	GF-PLANNING SERVICES 03/25-04/07/24-P...	0.00	11,576.25	
001746	TRANSUNION RISK AND ALTERNATIVE DATA SO	04/16/2024	Regular	0.00	75.00	102222
812682-202403-1	Invoice	04/01/2024	PD-DATA RESEARCH SERVICE MARCH 2024...	0.00	75.00	
001126	TYLER TECHNOLOGIES	04/16/2024	Regular	0.00	219.90	102223
025-459710	Invoice	03/31/2024	GF-INSITE PORTAL SERVICES-COURT	0.00	197.50	
025-460229	Invoice	03/31/2024	GF-TEXT NOTIFICATION SERVICES-COURT	0.00	22.40	
001137	UNITED POWER	04/16/2024	Regular	0.00	38,782.25	102224
10553102 MAR24	Invoice	04/05/2024	United Power	0.00	22.88	
1195501 MAR24	Invoice	04/05/2024	United Power	0.00	2,139.65	
1195603 MAR24	Invoice	04/05/2024	United Power	0.00	731.28	
1196401 MAR24	Invoice	04/05/2024	United Power	0.00	35.13	
1207701 MAR24	Invoice	04/05/2024	United Power	0.00	21.15	
1215802 MAR24	Invoice	03/31/2024	GF-MARCH 2024 ELECTRIC SERVICE (VET O...	0.00	51.67	
1223101 MAR24	Invoice	04/05/2024	United Power	0.00	20.00	
1240301 MAR24	Invoice	04/05/2024	United Power	0.00	229.17	

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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	
1241801 MAR24	Invoice	04/05/2024	United Power	0.00	628.44	
1241903 MAR24	Invoice	04/05/2024	United Power	0.00	148.48	
1276101 MAR24	Invoice	04/05/2024	United Power	0.00	223.36	
1279801 MAR24	Invoice	04/05/2024	United Power	0.00	25.16	
1295501 MAR24	Invoice	04/05/2024	United Power	0.00	56.54	
1296101 MAR24	Invoice	04/05/2024	United Power	0.00	387.10	
1299501 MAR24	Invoice	04/05/2024	United Power	0.00	120.74	
1302801 MAR24	Invoice	04/05/2024	United Power	0.00	2,189.59	
1302901 MAR24	Invoice	04/05/2024	United Power	0.00	162.17	
1316801 MAR24	Invoice	04/05/2024	United Power	0.00	390.29	
1322501 MAR24	Invoice	04/05/2024	United Power	0.00	5,409.64	
1360303 MAR24	Invoice	04/05/2024	United Power	0.00	36.94	
13842400 MAR24	Invoice	04/05/2024	United Power	0.00	55.74	
14427100 MAR24	Invoice	04/05/2024	United Power	0.00	92.51	
15232500 MAR24	Invoice	04/05/2024	United Power	0.00	21.95	
17149700 MAR24	Invoice	04/05/2024	United Power	0.00	60.24	
17761600 MAR24	Invoice	04/05/2024	United Power	0.00	20.00	
17868800 MAR24	Invoice	04/05/2024	United Power	0.00	20.00	
18057500 MAR24	Invoice	04/05/2024	United Power	0.00	842.24	
18498400 MAR24	Invoice	04/05/2024	United Power	0.00	296.39	
18762100 MAR24	Invoice	04/05/2024	United Power	0.00	58.48	
19545100 MAR24	Invoice	04/05/2024	United Power	0.00	1,085.88	
20040100MAR24	Invoice	04/05/2024	United Power	0.00	393.25	
21675200 MAR24	Invoice	04/05/2024	United Power	0.00	115.29	
21675300 MAR24	Invoice	04/05/2024	United Power	0.00	99.85	
22185901 MAR24	Invoice	04/05/2024	United Power	0.00	20.01	
3399301 MAR24	Invoice	04/05/2024	United Power	0.00	55.18	
6612303 MAR24	Invoice	04/05/2024	United Power	0.00	21.18	
6779701 MAR24	Invoice	04/05/2024	United Power	0.00	7,293.86	
704901 MAR24	Invoice	04/05/2024	United Power	0.00	9,050.32	
7225800 MAR24	Invoice	04/05/2024	United Power	0.00	20.04	
726705 MAR24	Invoice	04/05/2024	United Power	0.00	146.34	
7280200 MAR24	Invoice	04/05/2024	United Power	0.00	21.60	
733101 MAR24	Invoice	04/05/2024	United Power	0.00	222.30	
762901 MAR24	Invoice	04/05/2024	United Power	0.00	247.22	
803908 MAR24	Invoice	04/05/2024	United Power	0.00	4,576.26	
8976200 MAR24	Invoice	04/05/2024	United Power	0.00	916.74	
	Void	04/16/2024	Regular	0.00	0.00	102225
	Void	04/16/2024	Regular	0.00	0.00	102226
003398	UNIVERSITY AUTO PARTS	04/16/2024	Regular	0.00	126.16	102227
198072	Invoice	04/03/2024	GF-SYNTHETIC MOTOR OIL/ISO BASE RELA...	0.00	76.36	
198186	Invoice	04/04/2024	GF-HYD HOSE FITTINGS-PARKS	0.00	49.80	
001156	VERIZON WIRELESS SVCS LLC	04/16/2024	Regular	0.00	5,956.04	102228
9960185311	Invoice	04/05/2024	Verizon Bill	0.00	5,956.04	
003142	VORTEX USA INC.	04/16/2024	Regular	0.00	44,370.95	102229
SP000007	Invoice	04/04/2024	RC-Vortex Abrio Patio Misting Shade Syst...	0.00	44,370.95	
001187	WEIFIELD GROUP CONTRACTING INC	04/16/2024	Regular	0.00	4,900.41	102230
15998070	Invoice	03/26/2024	UF-REPAIRS TO EXCAVATOR-W STOR	0.00	4,900.41	
001212	WILLIAMS AND WEISS CONSULTING LLC	04/16/2024	Regular	0.00	6,460.00	102231
1963	Invoice	04/03/2024	WST-2024 Water Resource Planning-Water	0.00	6,460.00	
003160	UNITEDHEALTHCARE INSURANCE COMPANY	04/04/2024	EFT	0.00	108,362.81	9001433
259038905534-2	Invoice	04/01/2024	GF-HEALTH INS FOR APRIL 2024-HR	0.00	108,362.81	
003046	PERKINS + WILL, INC.	04/09/2024	EFT	0.00	28,384.08	9001434
222254.000-206...	Invoice	03/01/2024	RC-Design of Additions-Rec Center	0.00	14,170.83	

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	
222254.000-207...	Invoice	03/27/2024	RC-Design of Additions-Rec Center	0.00	14,213.25	
000119	BANK OF COLORADO	04/05/2024	04/05/2024 Bank Draft	0.00	6,938.71	DFT0002376
INV0001560	Invoice	04/05/2024	HSA DISTRIBUTION	0.00	6,938.71	
000119	BANK OF COLORADO	04/05/2024	04/05/2024 Bank Draft	0.00	790.83	DFT0002377
INV0001561	Invoice	04/05/2024	HSA DISTRIBUTION	0.00	790.83	
001416	VALIC_1	04/05/2024	04/05/2024 Bank Draft	0.00	47,985.25	DFT0002378
INV0001562	Invoice	04/05/2024	VALIC - 457(b) \$ Contributions	0.00	47,985.25	
001265	IRS	04/05/2024	04/05/2024 Bank Draft	0.00	78,224.97	DFT0002379
INV0001564	Invoice	04/05/2024	Federal Withholding	0.00	78,224.97	
001418	CO DEPARTMENT OF REVENUE	04/05/2024	04/05/2024 Bank Draft	0.00	13,430.00	DFT0002380
INV0001565	Invoice	04/05/2024	CO Withholding	0.00	13,430.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	171	70	0.00	812,439.30
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	147,369.76
EFT's	3	2	0.00	136,746.89
	179	80	0.00	1,096,555.95

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	245	111	0.00	864,398.82
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	147,369.76
EFT's	3	2	0.00	136,746.89
	253	121	0.00	1,148,515.47

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	4/2024	1,148,515.47
			1,148,515.47

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 2, 2024**

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, April 2, 2024. Mayor Zo Hubbard called the meeting to order at 6:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

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

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, Public Works Director, Roy Vestal, Finance Director, Leann Perino, Planning Director, Todd Hodges, Interim Chief of Police, William Carnes and Fort Lupton Middle School National Junior Honor Society Students.

PROCLAMATION

Student Mayor Hamblin read the 2024 Arbor Day Proclamation and Mayor Hubbard proclaimed April 26, 2024 as Arbor Day in the City of Fort Lupton.

PERSONS TO ADDRESS COUNCIL

There was no one to address the Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the April 2, 2024, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- 03052024 City Council Meeting Minutes
- 03192024 City Council Meeting Minutes

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 2, 2024**

- AM 2024-061 Approving Resolution 2024R017 Ratifying the Mayor's Appointment of Jan Martin and Dustin Weller to the Golf Advisory Committee for a Term Beginning April 2, 2024 and Ending December 31, 2025

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2024-062 Ratify Vote of Yes to the Amendment from Dacono to the Highway 52 Access Control Plan sent to the Colorado Department of Transportation on February 2, 2024

The Colorado Department of Transportation (CDOT) is requesting an amendment to the Hwy 52 Access Control Plan (ACP) adopted on June 2, 2022, to allow for the modification of the Hwy 52 and Ridge Lands Subdivision development in Dacono.

The ACP currently plans for the Hwy 52 restricted access to be located at mile marker 12.55-S. The change moves the access 420-feet to the west to mile marker 12.47-S and remain as a 3-quarter movement restricted access. Closure of the access at mile marker 12.72-S is proposed.

The Town of Dacono is a co-sponsor of the amendment.

It was moved by Claud Hanes and seconded by David Crespín to Ratify Vote of Yes to the Amendment from Dacono to the Highway 52 Access Control Plan sent to the Colorado Department of Transportation on February 2, 2024. Motion passed unanimously on roll call vote.

AM 2024-063 Approving the Police Department Retention Bonus for 'Hard-to-Fill' Staff Positions to be Paid from the Salary and Benefits Budget

In an effort to improve retention in a highly competitive job market, the Police Department (PD) is seeking approval to pay a retention bonus for job positions which are more difficult to fill, including police officer and code enforcement officer. The PD proposes a retention bonus of \$10,000 subject to a 24-month contract for police officer positions and a bonus of \$5,000 subject to a 12-month contract for code enforcement positions. The bonus will only be available to staff members hired prior to January 1st, 2024 and will not apply to any staff positions hired after this date.

This bonus will be funded by unspent funds in the Salary and Benefits budget as a result of staff vacancies. Finance confirmed that these funds are available.

It was moved by Bruce Fitzgerald and seconded by Valerie Blackston to Approve the Police

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 2, 2024**

Department Retention Bonus for 'Hard-to-Fill' Staff Positions to be Paid from the Salary and Benefits Budget. Motion passed unanimously on roll call vote.

INFORMATION MEMORANDUM

IM 2024-008 Discussion Regarding the Rennoc Concept Plan

The Applicant has submitted a request for the consideration of a Concept Plan. The proposed Concept Plan would provide a variety of single-family housing types, a park, and commercial development along Highway 52. The residential homes include detached single-family, paired homes, and town homes with a variety of lot sized and product types. The current zoning of the property is PUD with C-1, C-2, R-O, and R-3 uses allowed.

Pursuant to the Fort Lupton Development Code, Article 2.02 (D), a Concept Plan is an initial review of a proposed development. The intent of this process is to provide a general concept that describes the applicants' development vision. Similarly, review of a Concept Plan shall not have any formal decision or approval, but merely provides general consensus and offers the applicant direction for preparing a formal submittal. A Concept Plan is not intended to provide final comments or requirements, or restrict the City's discretion in subsequent stages of the review process.

The Property (Parcel No. 147104100004) is located north and adjacent to Highway 52 and roughly 1,300 ft east of CR 29 ½ (College Ave). It is east and adjacent to AIMS Community College and south and adjacent to the Colorado National Guard. To the south and east are agricultural and residential land uses. The Property is located in the southeast portion of the Northeast Quarter of Section 4, Township 1 North, Range 66 West of the 6th PM, City of Fort Lupton, County of Weld, State of Colorado.

STAFF REPORTS

Chris Cross, City Administrator, paid tribute to Mari Peña, City Clerk for obtaining her Masters Municipal Clerk Certificate.

Mari Peña, City Clerk, thanked the youth for their participation in youth in government day and she encouraged parents to ask them what they learned. The youth participated in a mock election and observed a taser and drone demonstration from the Police Department.

Leann Perino, Finance Director, thanked the youth for participating today and congratulated Mari Peña for obtaining her Master Municipal Clerk Certificate.

Todd Hodges, Planning Director, thanked the kids for their participation and input during the Council meeting.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 2, 2024**

Acting Chief William Carnes, thanked the youth for coming today and hoped they enjoyed the taser and drone presentation. He also stated the Police Department will be starting a citizen academy this summer to learn about what the Police Department does.

MAYOR/COUNCIL REPORTS

All Councilmembers showed support, gratitude and encouragement to the National Junior Honor Society for their future and participation in Youth in Government Day.

FUTURE CITY EVENTS

April 3, 2024	Coffee with a Cop – Hard Bean Coffee 107 Dales Place, 8:00 a.m. – 9:00 a.m.
April 11, 2024	Curbside Spring Clean-up day (For Seniors and/or Disabled Residents)
April 13, 2024	Spring Clean-up Day - 800 12th Street, 8:00 a.m. – 12:00 p.m.
April 15-19, 2024	Hillside Cemetery Annual Clean-up Days
April 17, 2024	Welcome Wednesday - Community Development Office 1200 Dexter St. Unit W13, 7:30 a.m. – 9:00 a.m.
April 20, 2024	Fields of Honor Ceremony, Pearson Park, 12285 State Hwy 52, 1:00 p.m.
April 24, 2024	Spaghetti Dinner – Recreation Center, 203 S. Harrison Ave.
April 29, 2024	Shredding Day – 130 S. McKinley Avenue, 8:00 a.m. – 10 a.m.

UPCOMING MEETINGS

April 9, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
April 16, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
April 30, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
May 7, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:50 p.m.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 2, 2024**

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

DRAFT

ORDINANCE NO. 2024-1164

INTRODUCED BY: DAVID CRESPIN

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, APROVING AN INTERIM LOAN FROM COBANK, ACB IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$23,839,000; AUTHORIZING THE FORM AND EXECUTION OF THE INTERIM LOAN AGREEMENT AND PROMISSORY NOTE TO EVIDENCE SUCH LOAN; AUTHORIZING THE CONSTRUCTION OF A PROJECT; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY ON SECOND AND FINAL READING.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, ORDAINS:

INTRODUCED, READ AND ADOPTED ON FIRST READING AND ORDERED PUBLISHED THIS 19TH DAY OF MARCH, 2024.

Published in: Fort Lupton Press

Publication date: March 28, 2024

FINALLY ADOPTED AS AN EMERGENCY ORDINANCE AND ORDERED PUBLISHED BY TITLE THIS 16TH DAY OF APRIL, 2024.

Published in: Fort Lupton Press

Publication date: April 25, 2024

Effective date: April 16, 2024

(CITY SEAL)

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to Form:

Andrew Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Ratifying the Mayor's Signature Accepting a Proposal from A to Z Recreation for the Community Center Park Renovation Project to Repurchase Playground Equipment for an Amount Not to Exceed \$347,315.00 to be Paid from the Parks Department Capital Projects

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Due to the damaged playground equipment from the fire, the Recreation Department was able to repurchase the playground equipment (attachment A) from A to Z Recreation with Mayor's signature on April 8, 2024. Staff is asking to ratify signature. See purchasing consideration below:

- Manufacturing time is expected to take approximately 6-8 weeks which keeps project on track.
- Playground equipment cost have increased since 2023. However, A to Z Recreation will honor 2023 prices (courtesy discount of \$18,948.00)
- Sourcewell purchasing cooperatives allows the City to save 15%, and that discount is reflected on the quotes – a \$62,411.00 savings.

FINANCIAL CONSIDERATIONS

Repurchasing the lost playground equipment will cost \$347,315.00 to be paid from the Parks Department Capital Projects account (100.3500.575000). Appropriate documents have been sent to CIRSA and a claim has been filed for reimbursement.

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

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

STAFF RECOMMENDATIONS

Staff recommends ratifying the signature of Mayor Zo Hubbard to repurchase the playground equipment from A to Z Recreation for the amount not to exceed \$347,315.00.

Attachments: a. DocuSign Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Fort Lupton Rec Center Replacement Product

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

Quote # 45390-5969 **Expires:** 05/08/2024
Date: April 08, 2024
From: Michael Muriett | (480) 229-9895 | Michael@AtoZRec.com
To: Doug Cook - Recreation Manager
Phone: 720-466-6164
Email: dcook@fortluptonco.gov
Site Addr: 203 Harrison Dr
City, ST Zip: Fort Lupton, CO 80621



BCI Burke Proposal #136-183334-1

DESCRIPTION	AMOUNT
REPLACEMENT Product for 136-166773-5 destroyed in fire. Custom Playground for 2-5 and 5-12 year olds. Includes 3 bay swingset with shade, Nucleus evolution tower with multiple slides and platforms. Includes Nucleus 2-5 structure with shade. Burke Basics items, PlayEnsemble music, BIBA, and custom sign. Colors and Custom Signage to be exact match from original order.	\$416,074.00
	Sourcewell Discount (\$62,411.00)
	AtoZ Courtesy Discount (\$18,948.00)
	Sub Total \$334,715.00
BCI Burke's Industry Leading Generations Warranty	Free
Freight to FT LUPTON, CO	\$12,600.00
Total BCI Burke	\$347,315.00

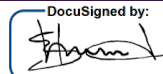
Prepared By: Michael Muriett

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

BCI Burke: **Currently Shipping 6-8 Weeks** from time of completed order documentation (color selections, etc.)

Accepted By: Zo Hubbard

signer's printed name

DocuSigned by:

 E095670DBE004E8...

signature

Company: City of Fort Lupton

Tax Exempt?: Yes - I will email tax exempt cert

Date: 4/8/2024

PO # (if applicable): _____

Pre-populated Colors (Above) Correct? Yes

Billing Company's Name: Fort Lupton Recreation

Billing Address: 130 S McKinley Ave **City:** Fort Lupton **St:** CO **Zip:** 80621

Billing Contact: LeAnn Perino **Phone:** 3038576694 **Email:** Lperino@fortluptonco.gov

Your signature above is all we need to start the order process. If you agree to the price and terms on this estimate in their entirety please sign and return this form to make it a legal sales order.

If required by the customer, a Purchase Order may be made out to:

A to Z Recreation
 Brandon Smith, President
 Office@AtoZRecreation.com
 P.O. Box 626
 Littleton, CO 80160

TERMS & CONDITIONS

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

Purchasing Terms

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

Delivery

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

Installation

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

Surfacing

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

Shade

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

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



SUBJECT FOR DISCUSSION

Approve the Mayor to Sign a Memorandum of Understanding with Resource Recycling Systems, Inc., to Conduct a Feasibility Study for Developing a Contractual Residential Waste and Recycling Collection System.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The purpose of this Memorandum of Understanding (MOU) between Fort Lupton and Resource Recycling Systems is to outline the project details and establish goals of the Organized Waste and Recycling Hauling project. This project also serves to gain public and city council support for an organized residential waste and recycling hauling contract.

Developing a contractual residential waste and recycling collection system for the City of Fort Lupton could increase diversion, reduce truck and traffic impacts, and provide equitable cost-effective service to customers. The Technical Assistance Service Provider (TASP) team, in coordination with the City of Fort Lupton staff, will lead community outreach and engagement, conduct focus groups, hauler interviews, hold an HOA stakeholder meeting, and provide options and recommendations for transitioning residential customers to organized waste and recycling collection to city council for consideration. The Contractor shall submit the final report by February 28, 2025.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

The City Attorney has read and approved the MOU.

ALTERNATIVES/OPTIONS

Choose to not sign the MOU

Sign a different MOU

STAFF RECOMMENDATIONS

Staff recommends signing the MOU.

Attachments: a. Memorandum of Understanding

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

**FRONT RANGE WASTE DIVERSION BOARD
TECHNICAL ASSISTANCE SERVICE PROVIDER**

**MEMORANDUM OF UNDERSTANDING BETWEEN
RESOURCE RECYCLING SYSTEMS, INC.
AND CITY OF FORT LUPTON**

INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered on [Date] and sets forth mutual understandings with respect to the project activities to be provided by:

1. **Resource Recycling Systems, Inc.**, having its registered office at 416 Longshore Drive, Ann Arbor, MI 48105, Federal EIN # 38-2649280 (RRS); and
2. **City of Fort Lupton** having its registered office at 130 S. McKinley Ave. Fort Lupton, CO 80621.

The Parties may be referenced individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, RRS is a mission-driven US-based for-profit recovery and circular economy consulting firm established with the goal of maximizing the recovery and utilization of materials and minimizing wasted natural resources.

WHEREAS, RRS has contracted with the Front Range Waste Diversion (FRWD) Board within Colorado Department of Public Health and Environment to provide no cost technical consulting to Front Range communities under the FRWD Technical Assistance Service Provider (TASP) program under contract number 2023*2806.

WHEREAS, although RRS is the primary contractor for the TASP program, it may utilize approved subcontractors to support project execution. These subcontractors can become members of the TASP project team (TASP team). Eco-Cycle is the CDPHE approved sub-contractor for the Organized Waste and Recycling Hauling project and is a member of the TASP team. Eco-Cycle is designated as the TASP team project lead for the Organized Waste and Recycling Hauling project.

WHEREAS, Fort Lupton is a Front Range community which has requested and been approved for no cost technical consulting under the FRWD TASP program.

WHEREAS, Fort Lupton desires to work with RRS and the TASP team on the Organized Waste and Recycling Hauling project.

WHEREAS, the Parties enter into this MOU to memorialize the terms and conditions of their anticipated collaboration.

NOW, THEREFORE, the Parties agree to work together with the following terms and conditions:

PURPOSE

The purpose of this MOU is to outline the project working details for the Parties working together on the Organized Waste and Recycling Hauling project. The Parties agree to work together in a cooperative and coordinated manner to achieve the established goals of the the Organized Waste and Recycling Hauling project.

TIME FRAME/EFFECTIVE DATE

This MOU will commence on **Date**, 2024 and will dissolve on March 1, 2025. The effective timeframe of this Agreement may be extended upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This MOU may be amended, modified, or cancelled at any time in writing by mutual consent of both Parties and with approval by the Colorado Department of Public Health and Environment (“the Department”). Amendments, modifications, or cancellation require thirty (30) days advance written notice, with the exception where there is cause for cancellation. Cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein. Where this occurs, the MOU may be cancelled upon delivery of written notice to the other Party and approval by the Department.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this MOU in accordance with the provisions of the law and regulations that govern their activities, including, but not limited to, FRWD’s organic statute at section 25-16.5-111, C.R.S. Nothing in the MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this MOU.

If at any time either Party is unable to perform their duties or responsibilities under this MOU consistent with such Party’s statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for discussion and resolution of the matter.

NO DETRIMENTAL ACTIVITY

Each Party represents and warrants to the other that it knows of no activities or other matters not yet a matter of public information that should preclude an association under this MOU or prove detrimental to the other Party’s interests. In addition, if in the future, any Party becomes aware of any activity or matter that may become detrimental to the interests of the other Party, that Party shall promptly notify the affected Party of the relevant facts and circumstances.

LIMITATION OF LIABILITY

No rights or limitation of rights of liability shall arise or be assumed between the Parties as a result of the terms of this MOU.

DISPUTE RESOLUTION

The Parties to this MOU agree that should any dispute arise about any aspect of this relationship, including, but not limited to, any matters, disputes or claims described in this MOU, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute between them, if approved by the Department, the Parties shall mediate and/or arbitrate in an attempt to resolve any and all issues between the Parties.

NOTICE

Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in writing via email, by certified mail, return receipt requested, to the address set forth in the opening paragraph, in person, or via First Class Mail to such address as one Party may have furnished to the other in writing.

GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Colorado.

SEVERABILITY CLAUSE

In the event any provision of this MOU is deemed to be severable or invalid, and if any term, condition, phrase or portion of this MOU, is determined to be unlawful or otherwise unenforceable, the remainder of the MOU shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

ASSIGNMENT

Neither Party to this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning Party and the Department, which approval shall not be unreasonably withheld.

PROJECT OVERVIEW

The following scope of work, activities, deliverables, and responsibilities have been developed through mutual agreement between RRS and Fort Lupton and have been approved by the Department. Both Parties agree to fulfil the responsibilities identified in this section and will work to fulfil these responsibilities by the targeted due dates as identified in the Work Plan Table of Activities. Changes or amendments to the scope of work must be approved by the Department and may be outside of this MOU.

Project Description: This project will conduct a feasibility study for developing a contractual residential waste and recycling collection system for the City of Fort Lupton to increase diversion, reduce truck and traffic impacts, and provide equitable cost-effective service to customers. This project serves to gain public and city council support for an organized residential waste and recycling hauling contract that provides embedded recycling to all single-family homes in Fort Lupton, potentially including a Pay-As-You-Throw (PAYT) or volume-based pricing structure, and additional services such as large item and yard waste collection. The City's desired outcome is to have council approve an organized waste and recycling hauling contract by implementing a city ordinance.

The Technical Assistance Service Provider (TASP) team, in coordination with the City of Fort Lupton staff, will lead community outreach and engagement, conduct focus groups, hauler interviews, hold an HOA stakeholder meeting, and provide options and recommendations for transitioning residential customers to organized waste and recycling collection to city council for consideration. Pending council approval, TASP will work with city staff to support the development of a Request for Proposals (RFP) and associated ordinance language to advance organized residential collection services. By project completion, options to provide an organized residential waste and recycling hauling program for the City of Fort Lupton will be identified.

WORK PLAN

Objective #1: Determine the implementation feasibility of a contractual residential waste and recycling hauling system for City of Fort Lupton residents.	
Primary Activity #1	Contractor (TASP) shall enter into an agreement with the City of Fort Lupton via the approved memorandum of understanding provided by CDPHE to complete this work plan.
Primary Activity #2	Contractor shall conduct a kick-off meeting with City of Fort Lupton staff.
Primary Activity #3	Contractor shall conduct an assessment of the current residential waste and recycling system.
Sub-Activity #3	- Contractor shall complete an assessment of the current residential waste and recycling system for the City of Fort Lupton to cover at a minimum: - Current haulers and services provided to residents and HOAs - Estimated costs residents are paying for current services, based on available data - City of Fort Lupton shall review municipal trash codes to ensure trash and recycling receptacles greater than 40 gallons are permissible. - Contractor shall provide the assessment of the current residential waste and recycling system incorporating sub activities 3.1 and 3.2 to the City of Fort Lupton.
Primary Activity #4	Contractor shall create communication content.
Sub-Activities #4	- Contractor shall create the following communication content at a minimum: - Website content - Factsheet - Frequently Asked Questions (FAQs) - Community presentation slide deck - Contractor shall provide all communication content to the City of Fort Lupton.
Primary Activity #5	Contractor shall conduct community engagement efforts.
Sub-Activities #5	- Contractor shall conduct the following community engagement: - A minimum of two (2) focus groups (one in English and one in Spanish, or combined audiences with a Spanish interpreter) - A minimum of three (3) hauler interviews - A minimum of one (1) stakeholder meeting to include a minimum of three (3) HOAs represented

	d. Resident champion training (<i>Fort Lupton to decide if they have an appropriate audience</i>) 2. Contractor shall provide a report describing the results from the community engagement efforts to the City of Fort Lupton.
Primary Activity #6	Contractor shall host a workshop with Fort Lupton City Council.
Sub-Activities #6	1. Contractor shall prepare a City Council workshop presentation to include the following at a minimum: a. Current residential waste and recycling system assessment b. Neighboring city systems research c. Outreach/engagement report d. Policy options benefits e. Policy recommendations 2. Contractor shall provide the City Council workshop presentation to the City of Fort Lupton.
Primary Activity #7	Contractor shall provide recommendations for a draft Organized Residential Waste and Recycling Ordinance and recommendations for a draft contracted waste collection services RFP to the City of Fort Lupton.
Sub-Activities #7	1. Contractor shall provide examples of model language for the Organized Residential Waste and Recycling Ordinance to the City of Fort Lupton. 2. Contractor shall provide recommendations and examples of language for RFP to the City of Fort Lupton.
Primary Activity #8	Contractor shall create a final report.
Sub-Activities #8	1. Contractor shall provide the following details in the final report at a minimum: a. Current residential waste and recycling assessment b. Communication content c. Communication engagement results including stakeholder and public engagement data d. Relevant regional policy models assessment e. Approach options to include: i. Summary of the benefits and drawbacks of each policy option ii. Impacts or limitations based on local infrastructure iii. Impacts or limitations based on regional infrastructure iv. Comparison of policy impacts v. Assessment of PAYT inclusion vi. Best practices for tracking and documenting the amount of waste diverted by new diversion efforts f. Fort Lupton city council workshop results g. Recommendations for elements to include in draft Organized Residential Waste and Recycling Ordinance h. Recommendations for key elements of the waste and recycling hauler RFP 2. Contractor shall provide the final report to the City of Fort Lupton in memorandum format.

Standards and Requirements	1. Contractor shall schedule the project kick off meeting no later than 15 business days following the project’s contract execution between RRS and CDPHE. The post-award meeting will be conducted via virtual meeting software. 2. Contractor and City of Fort Lupton project lead shall schedule and attend biweekly check in meetings for the duration of the project. a. Check in meetings will be conducted via virtual meeting software. 3. City of Fort Lupton will designate a lead project manager and single point of contact. 4. City of Fort Lupton will review draft deliverables and provide written feedback to the Contractor within 10 business days. 5. City of Fort Lupton will dedicate 8-10 hours per month to the project.	
Expected Results of Activity(s)	Recommendations for an Organized Residential Waste and Recycling Ordinance and RFP.	
Measurement of Expected Results	Completion of final report.	
Completion Date		
Deliverables	1. Contractor shall submit a summary of the kick-off meeting with City of Fort Lupton staff to CDPHE via email.	No later than five (5) business days after the meeting is held.
	2. Contractor shall submit the assessment of the current residential waste and recycling system incorporating sub activities 3.1 and 3.2 to the City of Fort Lupton.	By July 15, 2024
	3. Contractor shall submit a portfolio of all communication content to the City of Fort Lupton.	By August15, 2024
	4. Contractor shall submit a report describing the results from the community engagement activities to the City of Fort Lupton.	By October 31, 2024
	5. Contractor shall submit a copy of the City Council workshop presentation to the City of Fort Lupton.	By November 30, 2024
	6. Contractor shall submit examples of model language for the Organized Residential Waste and Recycling Ordinance to the City of Fort Lupton.	By January 15, 2025
	7. Contractor shall submit recommendations and examples of language for RFP to the City of Fort Lupton.	By January 15, 2025
	8. Contractor shall submit draft report via email.	By February 15, 2025

	9. Contractor shall submit final report via email.	By February 28, 2025
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Project Deliverables: Public facing materials developed by the TASP team under this MOU will be co-branded with both the community name and logo and the TASP logo. RRS/CDPHE will grant City of Fort Lupton a worldwide, non-exclusive, perpetual, irrevocable, and royalty-free right to use, distribute, reproduce, display, or prepare derivative works for all project deliverables as part of this MOU.

PROJECT ASSUMPTIONS

- Baseline assessment is limited to single family residential
- Baseline estimate of costs residents are paying will be based on available data
- Project includes two (2) focus groups (one in English and one in Spanish, or combined audience with Spanish translator)
- Focus groups will be held in-person
- Project includes one (1) in-person stakeholder meeting
- Contractor will not draft ordinance or RFP, only provide models and recommendations.

TASP HOURS

- The TASP team has been assigned 334 hours for the completion of this project

RESPONSIBILITIES OF PARTIES

TASP team agrees to complete the Organized Waste and Recycling Hauling project responsibilities as follows:

- Plan and conduct kick-off meeting.
- Assess the current waste and recycling system.
- Create communication content.
- Conduct community engagement activities.
- Host workshop with Fort Lupton City Council.
- Provide recommendations for ordinance and RFP.
- Create final report.

Fort Lupton agrees to complete the Organized Waste and Recycling Hauling project responsibilities as follows:

- Designate a lead project manager and single point of contact.
- Dedicate 8-10 hours per month.
- Attend the kick-off meeting.
- Attend regularly scheduled check-in calls.
- Provide available data as requested.
- Identify stakeholders and resident champions.

- Recruit audience members for focus groups, stakeholder meetings, and Resident Champion training.
- Provide locations and translator (if appropriate) for stakeholder, focus group meetings, and Resident Champion Training.
- Provide translation services if requested.
- Provide printed collateral as needed.
- Provide stipends and/or gift cards for incentivizing participation in focus groups, if needed.
- Review municipal trash codes and if needed update to allow for trash and recycling receptacles greater than 40 gallons.
- Review draft deliverables and provide written feedback within 10 business days.
- Work with TASP team to use city website and upload content on project to city website.

ENTIRE UNDERSTANDING

This MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this MOU whether written or oral.

MOU SUMMARIZATION

FURTHERMORE, the Parties to this MOU have mutually acknowledged and agreed to the following:

- The Parties to this MOU shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals, objectives, work plans, and deliverables of the Organized Waste and Recycling Hauling project.
- The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other Party and the termination is approved by the Department.
- Upon the signing of this MOU by both Parties, this Agreement shall be in full force and effect.

AUTHORIZATION AND EXECUTION

This Agreement shall be signed by Resource Recycling Systems, Inc. and Fort Lupton and shall be effective as of the date first written above.

City of Fort Lupton:

By:_____Date:_____

Authorized Signature:

RESOURCE RECYCLING SYSTEMS, INC.

By:_____Date:_____

Authorized Signature:



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of Lorenzo Vasquez to the Parks and Recreation Committee for a Term Beginning April 16, 2024 and Ending December 31, 2025

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Lorenzo Vasquez submitted an application to serve on the Parks and Recreation Committee. Mr. Vasquez has expressed an interest in serving on the Parks and Recreation Committee. He is also a Fort Lupton resident, meeting the requirements to be a member of the committee.

FINANCIAL CONSIDERATIONS

Not Applicable

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

1. Continue to solicit for applications through announcements on the City of Fort Lupton's webpage and social media accounts.

STAFF RECOMMENDATIONS

Staff recommend approving the proposed resolution

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2024Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF LORENZO VASQUEZ TO THE RECREATION AND PARKS ADVISORY COMMITTEE FOR A TERM BEGINNING APRIL 16, 2024 AND ENDING DECEMBER 31, 2025

WHEREAS, Lorenzo Vasquez submitted a request in the form of an application for the Mayor to consider their appointment to the Parks and Recreation Advisory Committee allowing him the opportunity to serve the City of Fort Lupton.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of Lorenzo Vasquez to the Parks and Recreation Advisory Committee for a term beginning April 16, 2024, and ending December 31, 2025.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 16th DAY OF APRIL 2024.

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 Five-year Contract with Axon Enterprise for Axon Air for an Amount Not to Exceed \$42,853.67.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Axon Enterprise, Inc. is the Police Department (PD) vendor for digital evidence. As part of the PD's small Unmanned Aircraft System (sUAS) program, there is a need for effective and efficient digital evidence storage. Axon Air provides a cost-effective solution to store digital evidence as well as sUAS flight data. The data captured is designed to ensure program transparency and accountability. The total contract cost is \$42,853.67, divided over five years for an annual cost of \$8,570.75.

FINANCIAL CONSIDERATIONS

Funding for this contract is included in the 2024 General Fund PD Contractual Services budget.

LEGAL/POLITICAL CONSIDERATIONS

None.

ALTERNATIVES/OPTIONS

None.

STAFF RECOMMENDATIONS

Staff recommends approving the resolution.

Attachments: a. Axon Quote Q-560554-45384.716KH

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-560554-45384.716KH

Issued: 04/02/2024

Quote Expiration:

Estimated Contract Start Date: 04/01/2024

Account Number: 107329

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Fort Lupton Police Dept. - CO 130 S McKinley Ave Fort Lupton, CO 80621-1343 USA	Fort Lupton Police Dept. - CO 130 S McKinley Ave Fort Lupton CO 80621-1343 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	William Carnes Phone: 720-683-8593 Email: wcarnes@fortluptonco.gov Fax: (303) 857-2703

Quote Summary

Program Length	60 Months
TOTAL COST	\$42,853.67
ESTIMATED TOTAL W/ TAX	\$42,853.67

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Apr 2024	\$8,570.75	\$0.00	\$8,570.75
Apr 2025	\$8,570.73	\$0.00	\$8,570.73
Apr 2026	\$8,570.73	\$0.00	\$8,570.73
Apr 2027	\$8,570.73	\$0.00	\$8,570.73
Apr 2028	\$8,570.73	\$0.00	\$8,570.73
Total	\$42,853.67	\$0.00	\$42,853.67

Quote Unbundled Price:	\$42,853.67
Quote List Price:	\$42,853.67
Quote Subtotal:	\$42,853.67

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	60	\$183.34	\$183.34	\$183.34	\$22,000.80	\$0.00	\$22,000.80
A la Carte Software									
100584	AXON AIR - ADVANCED STREAMING ADD-ON	1	60		\$25.00	\$25.00	\$1,500.00	\$0.00	\$1,500.00
100586	AXON AIR - API INTEGRATIONS ADD-ON	1	60		\$41.67	\$41.67	\$2,500.20	\$0.00	\$2,500.20
100583	AXON AIR - UAS LICENSE - COPILOT FOR DJI AVATA	1	60		\$50.00	\$50.00	\$3,000.00	\$0.00	\$3,000.00
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	6	60		\$33.85	\$33.85	\$12,186.00	\$0.00	\$12,186.00
A la Carte Services									
101078	AXON AIR - RTC VIRTUAL ONBOARDING	1			\$1,666.67	\$1,666.67	\$1,666.67	\$0.00	\$1,666.67
Total							\$42,853.67	\$0.00	\$42,853.67

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
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Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR - UAS LICENSE - CLASS 1	2	04/01/2024	03/31/2029
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	2	04/01/2024	03/31/2029
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	2	04/01/2024	03/31/2029
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	6	04/01/2024	03/31/2029
A la Carte	100583	AXON AIR - UAS LICENSE - COPILOT FOR DJI AVATA	1	04/01/2024	03/31/2029
A la Carte	100584	AXON AIR - ADVANCED STREAMING ADD-ON	1	04/01/2024	03/31/2029
A la Carte	100586	AXON AIR - API INTEGRATIONS ADD-ON	1	04/01/2024	03/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	130 S McKinley Ave	Fort Lupton	CO	80621-1343	USA

Payment Details

Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	6	\$2,437.20	\$0.00	\$2,437.20
Year 1	100583	AXON AIR - UAS LICENSE - COPILOT FOR DJI AVATA	1	\$600.00	\$0.00	\$600.00
Year 1	100584	AXON AIR - ADVANCED STREAMING ADD-ON	1	\$300.00	\$0.00	\$300.00
Year 1	100586	AXON AIR - API INTEGRATIONS ADD-ON	1	\$500.04	\$0.00	\$500.04
Year 1	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$333.33	\$0.00	\$333.33
Year 1	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	\$4,400.18	\$0.00	\$4,400.18
Total				\$8,570.75	\$0.00	\$8,570.75

Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	6	\$2,437.20	\$0.00	\$2,437.20
Year 2	100583	AXON AIR - UAS LICENSE - COPILOT FOR DJI AVATA	1	\$600.00	\$0.00	\$600.00
Year 2	100584	AXON AIR - ADVANCED STREAMING ADD-ON	1	\$300.00	\$0.00	\$300.00
Year 2	100586	AXON AIR - API INTEGRATIONS ADD-ON	1	\$500.04	\$0.00	\$500.04
Year 2	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$333.33	\$0.00	\$333.33
Year 2	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	\$4,400.16	\$0.00	\$4,400.16
Total				\$8,570.73	\$0.00	\$8,570.73

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	6	\$2,437.20	\$0.00	\$2,437.20
Year 3	100583	AXON AIR - UAS LICENSE - COPILOT FOR DJI AVATA	1	\$600.00	\$0.00	\$600.00
Year 3	100584	AXON AIR - ADVANCED STREAMING ADD-ON	1	\$300.00	\$0.00	\$300.00
Year 3	100586	AXON AIR - API INTEGRATIONS ADD-ON	1	\$500.04	\$0.00	\$500.04
Year 3	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$333.33	\$0.00	\$333.33
Year 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	\$4,400.16	\$0.00	\$4,400.16
Total				\$8,570.73	\$0.00	\$8,570.73

Apr 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	6	\$2,437.20	\$0.00	\$2,437.20
Year 4	100583	AXON AIR - UAS LICENSE - COPILOT FOR DJI AVATA	1	\$600.00	\$0.00	\$600.00
Year 4	100584	AXON AIR - ADVANCED STREAMING ADD-ON	1	\$300.00	\$0.00	\$300.00
Year 4	100586	AXON AIR - API INTEGRATIONS ADD-ON	1	\$500.04	\$0.00	\$500.04
Year 4	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$333.33	\$0.00	\$333.33
Year 4	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	\$4,400.16	\$0.00	\$4,400.16
Total				\$8,570.73	\$0.00	\$8,570.73

Apr 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	6	\$2,437.20	\$0.00	\$2,437.20
Year 5	100583	AXON AIR - UAS LICENSE - COPILOT FOR DJI AVATA	1	\$600.00	\$0.00	\$600.00
Year 5	100584	AXON AIR - ADVANCED STREAMING ADD-ON	1	\$300.00	\$0.00	\$300.00
Year 5	100586	AXON AIR - API INTEGRATIONS ADD-ON	1	\$500.04	\$0.00	\$500.04
Year 5	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$333.33	\$0.00	\$333.33
Year 5	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	2	\$4,400.16	\$0.00	\$4,400.16
Total				\$8,570.73	\$0.00	\$8,570.73

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

4/2/2024





SUBJECT FOR DISCUSSION

Authorizing the Mayor to Sign the Fireworks Agreement for Fireworks Display from Tri-State Fireworks for an Amount Not to Exceed \$20,000

SUMMARY STATEMENT/BACKGROUND DISCUSSION

City of Fort Lupton received bids to provide the fireworks show for this year's Independence Day celebration. The Council has provided direction to work towards having the shows on the 4th of July again when possible. This has become challenging in recent years with display operators. Tri-State Fireworks is the company that is currently positioned to get display operators that will allow more flexibility toward future years to accomplish this goal. They do a multitude of shows in the area. The agreement is for the 2024 Independence Day display only.

FINANCIAL CONSIDERATIONS

\$16,500 was budgeted for this year the remaining \$3,500 will come from the events budget.

LEGAL/POLITICAL CONSIDERATIONS

Legal Council has reviewed the proposed agreement and exhibits.

ALTERNATIVES/OPTIONS

- Choose to go with another company
- Choose to award at the \$16,500
- Choose to not award

STAFF RECOMMENDATIONS

Staff has no recommendation

Attachments: a. Fireworks Agreement
 b. Exhibit A

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



City of Fort Lupton, Colorado

Vendor Agreement

This VENDOR Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and TRI-STATE FIREWORKS (hereinafter "VENDOR").

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

1. SCOPE OF SERVICES. VENDOR shall perform the FIREWORK DISPLAY services included in the scope of work set forth and incorporated herein as **Exhibit A**. VENDOR confirms it possesses all necessary permits and professional licenses, as needed and is in good standing with the State of Colorado. Further, VENDOR states, if applicable, it possesses professional liability insurance.

2. CONTRACT DOCUMENTS. This Agreement consists of and includes this Agreement and the scope of work set forth in the VENDOR's Scope of Work attached hereto as **Exhibit A**. In the event of any conflict between the specific contract terms and requirements of this Vendor Agreement and any terms and conditions of Vendor or Exhibit A, the parties specifically agree the terms of the Vendor Agreement shall control.

3. PERIOD OF SERVICE AND SCHEDULE. The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal.

4. CONTRACT SUM. The City shall pay to the VENDOR for performance and completion of the work and or services encompassed by this Agreement, and the VENDOR will accept as full compensation therefore the sum of not to exceed , as set forth in the Fee Schedule attached hereto as **Exhibit A**, and subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon review and acceptance of the work by the City, in its sole discretion, including completion by the VENDOR of any review corrections as determined by the City.

5. CONTRACT APPROPRIATIONS/NO CHANGE ORDERS. The City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. No change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the VENDOR in writing, that lawful appropriations to cover the costs of this additional work has been made and the change order is approved by the City in its sole

discretion in writing. City shall have the right to make changes within the general scope of VENDOR's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and VENDOR.

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. VENDOR's services will be performed solely for the benefit of City and not for the benefit of any other persons or entities. Neither City nor VENDOR shall assign or transfer interest in this Agreement without the written consent of the other.

7. **COMPLETE AGREEMENT.** This Agreement, and the exhibits hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein. ***IN THE EVENT OF A CONFLICT BETWEEN THE SPECIFIC TERMS AND REQUIREMENTS OF THIS VENDOR AGREEMENT AND ANY TERMS AND CONDITIONS OF THE VENDOR OR EXHIBIT A ATTACHED HERETO, THE PARTIES SPECIFICALLY AGREE THE TERMS OF THIS VENDOR AGREEMENT SHALL CONTROL.***

8. **DOCUMENTS.** All documents prepared by VENDOR pursuant to this Agreement shall become the exclusive property of the City after full payment therefore. The parties expressly acknowledge that the work was specifically ordered or commissioned by the City, and further agree that it shall be considered a "work made for hire" within the meaning of the copyright laws of the United States of America and that the City is entitled, as author, to the copyright and all other rights, throughout the world, including but not limited to, the right to make changes and such uses, as it may determine in its sole and absolute discretion.

9. **TERMINATION.** Services may be terminated by City or VENDOR by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, City shall pay VENDOR all amounts due for all services properly rendered and accepted by the City. The City may terminate this Vendor Agreement without cause with thirty (30) days' written notice.

10. **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.

11. **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.

12. OSHA REQUIREMENTS. VENDOR 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. VENDOR 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. VENDOR acknowledges and agrees that with respect to the scope of work under this contract, it shall comply with all obligations and assume all responsibilities for its actions regarding all OSHA rules and regulations.

13. 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.

14. INDEPENDENT CONTRACTOR. VENDOR is a separate, legal entity from the City and the parties make this Agreement accordingly with the understanding that VENDOR at all times is acting as an independent contractor and not an employee or agent of the City. All persons retained by VENDOR to perform services pursuant to this Agreement shall be employees or independent contractors of VENDOR and are not employees, contractors or agents of the City. VENDOR does not have the authority to bind the City by contract or otherwise.

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

16. INDEMNIFICATION BY VENDOR. VENDOR shall defend, indemnify and hold the City harmless from any damages caused by negligence, including but not limited loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising

out of the activities of VENDOR or its subconsultants pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees. This indemnification is full and complete and is a material term of this Agreement. VENDOR shall notify its insurance carrier immediately of any possible claim.

17. STANDARD OF CARE.

a. The standard of care for all services performed or furnished by VENDOR under this Agreement will be the care and skill ordinarily used by members of the VENDOR's profession.

b. Re-performance of services that fail to meet the standard of care shall be VENDOR's sole obligation.

18. LIABILITY INSURANCE

1. Comprehensive General Liability

a. The VENDOR shall name the City as an additional insured on any applicable insurance policy. The VENDOR shall purchase and maintain in force a Comprehensive General Liability Insurance Policy and such other insurance that is appropriate or applicable for the work being performed and services furnished and shall provide protection from claims set forth hereinbelow which may arise out of or result from the VENDOR's performance and furnishing of the work and the VENDOR's other obligations under the Contract Documents, whether performed or furnished by the VENDOR, by any Sub-VENDOR, by anyone directly or indirectly employed by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable:

- i. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
- ii. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultant's employees;
- iii. Claims for damages because of bodily injury, sickness or disease, or the death of any person other than the VENDOR's employees;
- iv. Claims for damages insured by personal injury liability coverage which are sustained:
 - a) by any person as a result of an offense directly or indirectly related to the employment of such person by the VENDOR; or
 - b) by any other person for any other reason;
- i. Claims for damages, other than to the Work itself, because of injury to or the destruction of tangible property wherever located, including the loss of use resulting therefrom;

ii. Claims for damages because of bodily injury or the death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

(a) The insurance required shall include the specific coverages, and be written for not less than the limits of liability and coverages specified or required by Colorado Law, whichever is greater.

i. If applicable, Workers' Compensation and related coverages:

- a) State of Colorado Statutory
- b) Applicable Federal Statutory
- c) Employer's Liability \$ 100,000 each accident
 \$ 500,000 disease, policy limit
 \$ 100,000 disease, each employee

(b) The VENDOR's Comprehensive General Liability Insurance Policy shall include:

- i. General Aggregate \$ 1,000,000
- ii. Personal and Advertising Injury \$ 500,000
- iii. Each Occurrence (Bodily Injury and Property Damage) \$ 500,000
- iv. Excess or Umbrella Liability Bodily Injury and Property Damage \$ 2,000,000
 Retention \$ 10,000

2. Automobile Liability

Combined Single Limit of \$ 2,000,000

3. If applicable, Professional Liability

Limits of Liability:

Aggregate \$ 4,000,000
Per Claim \$ 1,000,000

24. 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 _____, 2024.

CITY OF FORT LUPTON, COLORADO

BY:_____

TITLE:_____

VENDOR: TRI-STATE FIREWORKS

BY:_____

TITLE:_____

City of Fort Lupton

Annual Fireworks Display

Submittal Letter

Thank you for the opportunity to submit a proposal for the City of Fort Lupton's 6th of July fireworks program. Attached is our proposal. Fort Lupton has a tradition of providing their residents and visitors with a spectacular fireworks display and we want to make sure that the tradition continues!

Tri-State Fireworks is a family owned and operated full service pyrotechnics company providing outdoor and indoor pyrotechnics in a wide variety of venues. The company was founded more than 30 years ago by owners Joe Diaz and Sharon Dermody with the goal of providing the safest, highest quality, most artistic and enjoyable fireworks displays for their customers' important events.

Tri-State Fireworks is the largest Colorado based fireworks company shooting hundreds of fireworks displays each year. Each display that Tri-State Fireworks contracts is given the highest priority, we do not overbook or contract for a display just to increase our bookings and then scramble to find technicians, crew, or marginal equipment.

Tri-State Fireworks is fortunate to have many experienced, licensed pyrotechnicians that have worked for the company for years. Tri-State Fireworks will not use pyrotechnicians (even if state licensed and experienced with other companies) that we have not worked with, that we have not trained, and that have not apprenticed with an experienced Tri-State pyrotechnician on several displays before becoming a lead shooter. The lead technician for the City of Fort Lupton Fireworks Displays will come from a group of our most experienced. Safety is the primary concern at all times. Tri-State Fireworks has two in-house safety instructors certified through the PGI (Pyrotechnic Guild International), recognized as the national standard for display operators training and safety. We follow the course study and field training as recommended. Again, our first priority is the safety of our crew and spectators. Tri-State follows all guidelines set forth in NFPA 1123.

Safe setup and firing of the display includes inspection of the racks holding the mortars to ensure they are properly setup and stabilized, safe handling of the product by the crew, correct load-in procedures of the product into the mortars, correct connection of the e-matches to the field modules, cable runs between the field modules and the firing panel, protection of the display from weather prior to the display, maintaining a safety perimeter and fire watch during the display, and

operation of the firing panel. Post-firing, the safe evaluation of the mortars involves maintaining control of the display site until mortars can be inspected. TRAINING: The lead pyrotechnician must be licensed in the State of Colorado as a Display Operator which requires a minimum of 3 years of experience crewing on displays and serving as lead pyrotechnician on a display under the supervision of an experienced pyrotechnician. The licensing requirements also require a thorough knowledge and understanding of NFPA 1123, Code for Fireworks Display, which Tri-State Fireworks meets or exceeds for all of their outdoor displays. Tri-State Fireworks requires lead pyrotechnicians to be familiar with the Safety Guidelines of the company and to receive intensive “hands-on” training.

One of the benefits of working with Tri-State Fireworks is that we are a local company with local technicians, making it easier for our customers to schedule pre-display meetings.

Should Tri-State be selected to provide the City of Fort Lupton with their July 6th fireworks, you can be assured that the display will receive the highest priority

Client References

Town of Estes Park:

Rob Hinkle

Location: Estes Lake
Event: Independence Day Celebration
170 MacGregor Ave
Estes Park, CO 80517
970-586-6104
rhinkle@estes.org

Town of Firestone:

Kaycee Lott

Location: Saddleback Golf Course
Event: Independence Day Celebration
9950 Park Ave
Firestone, CO 80504
303-531-6284
klott@firestoneco.gov

Adams County

Cassandra Vossler

Location: Adams County Fairgrounds
Event: Independence Day and Adams Co Fair
9755 Henderson Rd.
Brighton, CO 80601
303-637-8027
cvossler@adcogov.org

Town of Windsor:

Lexie Spykstra

Location: Windsor, CO
Event: Independence Day Celebration
250 N. 11th Street
Windsor, CO 80550
(970) 674-3510
aspykstra@windsorgov.com

Fort Collins Country Club:

Kelsey Hoffman

Location: Fort Collins Country Club
Event: Independence Day Celebration
1920 Country Club Rd
Fort Collins, CO 80524
970-482-1336
kelsey@fortcollinscc.com

Cherry Creek Country Club:

Karen Hart

Location: Cherry Creek CC
Event: Members Celebration
2405 S. Yosemite St
Denver, CO 80231
303-908-8822
www.cherrycreekcountryclub.com

Other references available upon request

Permits

Tri-State Fireworks is a full-service pyrotechnic company holding all of the required federal explosive and transportation permits as well as Colorado transportation, Wholesale, Display Retail and pyrotechnic/display operator licenses. We will communicate with the local fire authority and provide all required information to receive fire department authorization. Fire Department permit fees are not included in Display Pricing.

General Liability/Auto

Producer:	Ryder-Rosacker-McCue & Huston 509 W, Koenig St Grand Island, NE 68801 Pyrotechnics Group 1-800-658-4200
General Liability	1,000,000/2,000,000 liability/Aggregate
Excess Liability	4,000,000
Business Auto:	1,000,000
Excess Liability	4,000,000 <i>Meets DOT and Colorado PUC requirements for hazmat</i>

Workers Compensation

Producer:	Pinnacol Assurance 7501 E Lowry Blvd Denver, CO 80230-7006 303-361-4222
Coverage:	1,000,000 Bodily injury by accident each event

City of Fort Lupton, Colorado
July 6, 2024
Fireworks Spectacular

Months Prior

Thorough review of shoot site show design

Submittal of paperwork to Fire Department

July 2-3, 2024

SET-UP CREW
(6-8 person crew)

Racks Load-In and set-up

July 6, 2024

10:00 a.m.
(6-8 person crew)

Product Load in, set-up, and wiring

Approx 9:30 p.m.

Fire Display

Approx 10:00 p.m.

**Preliminary inspection of shoot site
preliminary Cleanup**

July 7, 2024

6:00 a.m.
(1-2 person crew)

First Light inspection “*dud search*”

July 7 or 8, 2024

Tear-Down Crew
(6-8 person crew)

Tear down Racks, Cleanup, and load-out

* load-in and load-out dates subject to change

Product Listing
City of Fort Lupton, Colorado
Fireworks Spectacular

TO: City of Fort Lupton
EVENT: Independence Day Celebration
DATE: July 6, 2024

ITEMIZED PRODUCT LISTING

THREE-INCH SHELLS (270)

Selected from:

Titanium Salute w/tail	Glittering Silver to Purple
Assorted Color Peony	Chrysanthemum
Assorted Oriental Flower	Golden Wave to Red Chrysanthemum
Glittering Silver to Yellow	Green to Crackling
Chrysanthemum	Golden Wave to Blue Chrysanthemum
Red Glitter	Golden Wave to Green Chrysanthemum
Purple Tiger Tail w/Titanium	Glittering Silver to Variegated
Blue Ring	Chrysanthemum
Brocade to Dark Pink w/Gold Tail	Green & Silver Glitter
Half Red & Half Blue Chrysanthemum	Purple Peony
Brocade Silver to Green Strobe	Red Ring
Sparkling Golden & Silver Light	Gold Tiger Tail w/Dragon Eggs
Blue Ring w/Palm Pistil	Silver Sunny Silver Silk Fish
Gold Glittering to Red	Blue to Crackling
Green Strobe	Green Glitter
Blue Brocade w/ Crackling	Red Gamboge to Red Chrysanthemum
Red Ring	Glittering Silver to Blue Chrysanthemum
Tiger Tails	Golden Wave to Purple Chrysanthemum
Red Gamboge to Blue Chrysanthemum	Green & Purple Peony
Glittering Silver to Green	Willow w/Green Leaves Rising w/Rising
Chrysanthemum	Green
Green & Red Glitter	Half Purple & Half White Peony
Dragon Eggs	AND OTHERS...
Red & Green Peony	

FOUR-INCH SHELLS (145)

Selected from:

Red Mine	Silver Chrysanthemum w/Clustering Strobe
Green Mine	Silver Sparking Rain
Crackling Mine	Strobe Falling Leaves
Purple Comet	Green Falling Leaves
Green Comet	Red Falling Leaves
Red Comet	Purple Falling Leaves
Multi Color	Green Silver Sparkling Rain Cr Pistil
Dragon Eggs	Multicolor Silver Spark Rain
Red w/Crackling	Color Peony w/Crackling Rain Pistil
Green w/Crackling	Five Time Flower
Silver w/Crackling	Red & Green Bees
Charcoal Willow	Asst Scattering (P,Y,G)
Green to Purple	Mix Y & P Chrysanthemum w/Whistles
Blue to Red	Red & Silver Peony w/Reports
Yellow to Purple	Crack Willow Flowers
Golden to Blue	Crackling Octopus
Silver to Blue	Twice Presented Flowers
Green to Crackling	Strobe Palm Tree
Blue to Crackling	Crossette Strobe
Purple to Crackling	White Shining Ray
Red to Crackling	Multi Color Crisscross
Multi Color to Crackling	Stained Glass
Green Strobe to Green	Haga Color Peony w/Crack
Red, White & Blue	Haga Multi-color Silver Sparkling Rain
Red & Yellow	Haga Green strobe Falling Leaves
White Strobe	Silver Chrysanthemum Cluster Star Pistil
Red to Purple Crackling	Sparkling Rain w/Red Pistil
Red Flashing	Color Peony
Glittering Silver	Three Ring Chrysanthemum
Variegated Glittering	Double Annulus Chrysanthemum
Blue Peony w/Red Comet	Go-Getter (R,G,Y,P,S)
Brocade Crown Silver Flashing Ring	Red & Blue
Green to Purple Ring w/Crackling Pistil	Green & Purple
Golden to Crackling Ring w/Pistil	AND OTHERS...
Two Crackling Silver Sparkling Rain	

FIVE-INCH SHELLS (115)

Selected from:

Chained Brocade Crown	Half Red & Half Blue w/White Strobe Pistil
5 Point Blue Star in Red Ring	Red Ring to Glittering Crossette Ring
Crackling Willow Flower	Silver Ring to Silver Crossette Ring
Green Strobe Willow	Multicolor Go Getters
Crossette Strobe	Super Brocade Crown Kamurro Waterfall
Color Changing Yellow to Purple	Golden Bow Tie w/Blue Ring
	Gold Strobe Chrysanthemum w/ Coco Tree Pistil

5-Inch Continued

Red Peony w/ Big Silver Spark Rain Crack Pistil
Big Silver Sparkling Rain w/ Blue Pistil
Purple Annulus Chrysanthemum
Blue Ring to glittering Crossette Ring
Multicolor Crisscross R G B P Y
Gold Willow Charcoal
Strobe Palm Tree
Purple w/ Coconut Tree
Red Peony
Pure Blue Peony
White Peony
Gold Horsetail
Flower Crown
Blue w/ Multicolored Flowers
Red to Silver w/Blue to Red Pistil
Red to Yellow to Silver w/ Green
Yellow to Blue & Crackling Stars
Brocade Crown w/ Strobe
Flower Wave to Blue w. Red Pistil
Gold Strobe Willow
Silver Fish
Straw Hat Blue & White
Glittering Crossette
Blue Gold Annulus
Purple to Green to Crackling
Pink Peony
Silver w/ Red & Blue Pistil
Yellow to Blue w/Red Pistil
Green to Yellow w/ Red Pistil
Silver Ring to Silver Crossette Ring
Gold Strobe Willow

Silver to Blue w/ Coconut Tree
Silver w/ Red & Blue Pistil
Blue to Red w/ Silver Pistil
Blue to Yellow w/ Green Pistil
Glittering Red to Crackling
White Strobe Peony w/ Red Pistil
Silver Wave to Blue to Red to Silver
Saturn Ring
Jupiter Ring
Green Dahlia w Gold Strobe Pistil
Color Peony w/Crackling Rain Pistil
Multi Color Silver Sparkling Rain Crackling Pistil
Silver Chrysanthemum w/White Cluster Star Pistil
Big Silver Sparkling Rain w/Red Pistil
Yellow to Red to Blue
Red to Yellow w/Blue
Green to Red to Silver w/Purple
Multi-Color Falling Leaves
Kaleidoscope
Silver Dragon w/Red Crossette Ring
Silver Dragon W/Red & Blue
Blue Outer & Inner to Red
Yellow & Purple Ghost
Half Red & Half Blue Saturn
Brocade w/Orange Special Strobe Ring
Crackling Red & Blue Ghost
Brocade w/Silver Strobe Pistil
Tourbillion w/ Multi Color Pistil
Jellyfish

AND OTHERS...

*****Grand Aerial Finale*****

Finale product is included in the above numbers

3-INCH FINALE SHELLS (150)

90 – Red White & Blue and Salute Chained Shells
60 – Gold Brocade and Salute Chained Shells

4-INCH FINALE SHELLS (25)

15 – Red White & Blue Chained Shells
10 – Gold Brocade Chained Shells

5-INCH FINALE SHELLS (5)

5 – Gold Brocade Chained Shells

*****Large Multi Shot Display Boxes (2,800 Shots***)**

- 1 - 300 Shot W Red White & Blue Scenery
- 1 - 300 Shot IVW Green & Brocade
- 2 - 300 Shot Violet Brocade
- 2 - 300 Shot Red Tail to Red Dahlia & White Glittering
- 2 - 500 Shot Strange Color Blooming

Tri-State reserves the right to substitute product of equal or greater value

Tri-State Fireworks is a direct importer of product - delivering the newest in display fireworks

MISCELLEANEOUS

- Choreographed Program
- Display Insurance (additional Insured included)
- Electronically Fired
- State & Federal Permits/Fees
- Necessary Equipment & Personnel

Fireworks Display Proposal
City of Fort Lupton
July 6, 2024 Fireworks Spectacular

Cost Proposal

2024 Display Pricing: \$20,000

Terms:

Preferred payment terms: 50% deposit invoiced after contracting, with the remaining balance, Net 30 days, after display.

Cancellation Policy (once under contract): Tri-State Fireworks would incur costs associated with the cancellation of the Town of Fort Lupton's July 6th display. Our policy is to bill for any expenses incurred prior to date of notification of cancellation, which may include: show design, shell preparation, insurance, and lead technician and support staff wages. If the display is cancelled after we arrive on-site and start loading and wiring the display, a fifty percent cancellation fee will be charged due to our irrecoverable costs.

Please reach out if you have questions or need clarification.



SUBJECT FOR DISCUSSION

Adopting an Ordinance Accepting an Annexation Known as the Ewing Annexation and Approving the Annexation Agreement

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Lewicki and Associates as the representative for Tricycle Lane Texas LLC (the “Applicants”) has submitted a request for annexation of land totaling 155.92 acres more or less, known as the Ewing Annexation. The parcels are located west and adjacent to Highway 85 and approximately 0.50 miles north from County Road 14.5 (Parcel Nos. 130930000007 & 130930000039). The proposed initial zoning is to the ‘A’ Agricultural Zone District, which is being presented to City Council for approval under a separate Action Memorandum and Ordinance following the hearing on this Annexation.

The proposed use of the property is for sand and gravel mining. This use is being reviewed under a special use permit concurrently with this annexation, and will be considered by City Council at a separate hearing.

FINANCIAL CONSIDERATIONS

The applicant has paid all applicable land use application fees and are covering ongoing review expenses.

LEGAL/POLITICAL CONSIDERATIONS

This annexation meets the requirements set forth by Colorado Statutes in 31-12-104 and by Municipal Code, Section 15-3. The Applicant has submitted the required documents pursuant to the Code.

All notification requirements were met, including posting notice of the hearings on the Property at least 15 days prior to this public hearing, mailing notice to property owners within 500 feet of the site, and publishing notice of the hearing in the Fort Lupton Press for four consecutive weeks, with the first publication being at least 30 days prior to the City Council public hearing.

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

- a) Adopt the Ordinance.
- b) Do not adopt the Ordinance.

STAFF RECOMMENDATIONS

Staff recommends conditional approval of the proposed Ordinance annexing land legally described in Exhibit A of the proposed Ordinance and approving the annexation agreement.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Attachments:

- a. Proposed Ordinance
- b. Planning Commission Resolution
- c. Planning Commission Minutes
- d. Staff Report
- e. Project Narrative
- f. Annexation Map
- g. Annexation Agreement & Petition
- h. City Council Resolution 2024R014 Accepting Annexation Petition
- i. Annexation Impact Report
- j. Legal Notifications

ORDINANCE NO. 2024-xxxx

INTRODUCED BY:

ADOPT ORDINANCE 2024-xxxx ANNEXING LAND LEGALLY DESCRIBED IN EXHIBIT “A” KNOWN AS THE EWING ANNEXATION AND APPROVING THE ANNEXATION AGREEMENT.

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

WHEREAS, a petition for annexation of the subject property, legally described in Exhibit “A”, was filed with the City on February 15, 2024. The owners of 100% of the territory, with the exception of any road rights-of-ways, if applicable, is Tricycle Lane Texas LLC, and this territory is not solely a public street or rights-of-ways. The City Council accepted said petition and has found and determined that an election was not required for this annexation under state statute or municipal ordinance or code section and that no additional terms and conditions are to be imposed upon the annexation, other than those expressed in the annexation agreement. The Planning Commission of the City of Fort Lupton, after public hearing on March 28, 2024, has recommended approval of the annexation known as the Ewing Annexation. After a public hearing on April 16, 2024, Council found that the area to be annexed is eligible for annexation pursuant to Section 31-12-104 C.R.S. as to contiguity; and, the area is not affected by any of the limitations that would prevent annexation set forth in Section 31-12-105 C.R.S.

WHEREAS, the annexation agreement between the applicant and the City has been reviewed by City staff and by this Council and is approved and shall be signed by the Mayor.

WHEREAS, the City Council, after public notice and hearing, and consideration of the Planning Commission recommendation, declares that the subject property is hereby annexed conditional to the following:

- I. Prior to recording the annexation map:
 - A. Any redline comments provided by City Staff shall be made to the annexation map.
 - B. Applicant shall provide written acknowledgement of the comments from the City Engineer.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 16th day of April 2024.

PUBLISHED in the Fort Lupton Press the 25th day of April 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 7th day of May 2024.

PUBLISHED BY TITLE ONLY the 16th day of May 2024.

EFFECTIVE (after publication) the 15th day of June 2024.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

A PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, WHENCE THE CENTER QUARTER CORNER THEREOF BEARS S89°18'36"W, A DISTANCE OF 385.20 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE ALONG SAID NORTH LINE N89°18'36"E, A DISTANCE OF 2,155.68 FEET TO THE WEST LINE OF STATE HIGHWAY NO. 85; THENCE ALONG SAID LINE S00°33'45"E, A DISTANCE OF 1,621.38 FEET; THENCE DEPARTING SAID LINE S58°17'41"W, A DISTANCE OF 207.66 FEET; THENCE S54°32'32"W, A DISTANCE OF 454.35 FEET; THENCE N89°56'38"W, A DISTANCE OF 405.32 FEET; THENCE S32°38'07"W, A DISTANCE OF 58.11 FEET; THENCE S45°50'31"W, A DISTANCE OF 199.99 FEET; THENCE S59°02'29"W, A DISTANCE OF 114.65 FEET; THENCE S83°51'44"W, A DISTANCE OF 144.55 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 72.62 FEET, HAVING A RADIUS OF 48.64 FEET AND A CENTRAL ANGLE OF 85°32'45"; THENCE S01°41'01"E, A DISTANCE OF 302.49 FEET; THENCE S50°00'59"E, A DISTANCE OF 68.91 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 30; THENCE ALONG SAID LINE S89°17'40"W, A DISTANCE OF 482.76 FEET; THENCE DEPARTING SAID LINE N66°44'01"W, A DISTANCE OF 1,701.34 FEET; THENCE N10°55'47"E, A DISTANCE OF 992.00 FEET; THENCE N28°40'47"E, A DISTANCE OF 550.00 FEET; THENCE N68°55'47"E, A DISTANCE OF 416.00 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 30; THENCE ALONG SAID LINE N00°05'52"W, A DISTANCE OF 128.84 FEET; THENCE DEPARTING SAID LINE N63°09'23"E, A DISTANCE OF 172.35 FEET; THENCE N54°31'39"E, A DISTANCE OF 94.45 FEET; THENCE N58°52'35"E, A DISTANCE OF 180.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 155.92 ACRES, MORE OR LESS.

003
RESOLUTION NO. P2024-~~xxx~~

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF AN ANNEXATION KNOWN AS THE EWING ANNEXATION AND INITIAL ZONING TO THE 'A' AGRICULTURE ZONE DISTRICT FOR LAND LEGALLY DESCRIBED IN EXHIBIT A.

WHEREAS, the Planning Commission held a public hearing on March 28, 2024, for the purpose of reviewing an application submitted by Tricycle Lane Texas LLC and BURNCO Colorado LLC for an annexation, known as the Ewing Annexation and Initial Zoning to the 'A' Agriculture Zone District; and

WHEREAS, after review of the application and supporting information, the Planning Commission finds that the annexation and initial zoning conforms to Colorado Revised Statutes and City codes and policies therein, and

WHEREAS, all legal requirements for the public hearing have been met including publication of the legal notice in the Fort Lupton Press, mailing of public hearing notices to adjacent property owners within 500 feet, and posting of the hearing on the site.

NOW THEREFORE BE IT RESOLVED, the Planning Commission has taken into consideration all referral comments and any citizen testimony in response to this application. Based upon the facts presented on this date, the Planning Commission hereby recommends approval of the annexation known as the Ewing Annexation and Initial Zoning to the 'A' Agriculture Zone District, conditional upon the following:

- I. Prior to recording the annexation map:
 - A. Any redline comments provided by City Staff shall be made to the annexation map.
 - B. Applicant shall provide written acknowledgement of the comments from the City Engineer.

DONE THIS 28th DAY OF MARCH, 2024, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.


Chairman

ATTEST:



Planning Director

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
March 28, 2024**

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, March 28, 2024.

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

ROLL CALL

Commissioners Present: Chair Mike Simone, Members Kathy Kvasnicka, Shannon Rhoda, Zachary Potter, and Paul Witmer. Chair Member Jimmy Dominguez attended virtually via GoToMeeting

City Staff Present: Planning Director, Todd Hodges, Planner Magaly Morales, City Engineer David Rausch, and Planning Administrative Assistant Beyza Kirmizi.

APPROVAL OF AGENDA

Commissioner Kvasnicka moved to approve the agenda, Commissioner Potter seconded.

CONSENT AGENDA

Commissioner Kvasnicka moved to approve the consent agenda, Commissioner Potter seconded.

PUBLIC COMMENT

There were no public comments.

PUBLIC HEARINGS

There were no public hearing items.

RECUSAL

Commissioner Rhoda recuses herself for the remainder of the meeting.

ACTION ITEMS

- a. P2024-003 A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of an Annexation Known as the Ewing Annexation and Initial Zoning to the 'A' Agriculture Zone District
- b. P2024-004 A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of a Special Use Permit for a Sand and Gravel Pit, Known as the Ewing Special Use Permit

Planner Magaly Morales presented the application submitted by Lewicki and Associates and BURNCO Colorado LLC, with BURNCO Colorado LLC representing Tricycle Lane Texas LLC. Ms. Morales stated that

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
March 28, 2024

the application consists of two items for the same property. The first item being an Annexation known as the Ewing Annexation and Initial Zoning to the 'A' Agriculture Zone District and the second item being a special use permit application for sand and gravel operation known as Ewing Special Use Permit. The application is being represented by Ben Langenfeld with Lewicki and Associates and Devon Glosser with BURSCO Colorado LLS. The site consists of two parcels located west and adjacent to Highway 85, approximately 0.50 mile south of County Road 18. The total area that will be annexed is approximately 156 acres, of which 116 acres will be used for mining operation. The Future Land Use map designates the area as a Mineral Zone as the area likely contains significant aggregate resources and State Law prohibits any surface development until aggregate has been extracted. Therefore, the use aligns with Fort Lupton's Comprehensive Plan. The annexation agreement calls for a future trail easement, which will be delineated along the western boundaries of the property. The proposal states a reclamation of the mining operation, which will convert the site to water storage ponds surrounded by rangeland. All notification requirements have been met.

Ben Langenfeld with Lewicki and Associates and BURSCO Colorado was in attendance to give a presentation. Mr. Langenfeld stated that the property consists of a Lower and Upper Terrace, divided by the Platteville Ditch that runs through the site. The temporary land use consists of a 10-year mining plan, beginning with building slurry walls to ensure mining does not affect the local aquifer. Additionally, to minimize the impact of the mine and any offsite surface water impact, mining will occur in different steps, starting with mining out Pod 1 and Pod 2, which are located in the Lower Terrace. Followed by Pod 3 located in the Upper Terrace and in the processing area. The final land use after reclamation will be fresh water storage and reclaimed dryland from the processing area. Mr. Langenfeld emphasized that they will be staying away from the Wildlife, found in the riparian area, west of Pod 1. The mining plan has been approved by the Colorado Division of Reclamation of Mining and Safety. Accesses will be Right-out and Right-in only, on Highway 85, to prevent traffic initiated by the site. The operation plan also includes different methods to keep dust, odor and disturbances to a minimum.

Chair Simone opened up for public comments at 6:25pm.

- A gentleman from the South Platte Valley Historical Society speaks in favor of the project.

Chair Simone closes public comment at 6:25pm.

Chair Simone opened up for commissioner comments at 6:26pm.

Commissioners discussed:

- The entirety of the mining plan length.
- What, if any, work would be conducted outside working hours and how that would be handled.
- Trail connectivity.
- Project costs.
- Options for construction material partnership.
- Wildlife fencing.
- Reclamation plan.
- Long-term traffic plans.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
March 28, 2024**

Commissioner Witmer moved to approve P2024-003 (A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of an Annexation Known as the Ewing Annexation and Initial Zoning to the 'A' Agriculture Zone District), Commissioner Kvasnicka seconded the motion.

Motion passed unanimously on roll call votes.

Commissioner Potter moved to approve P2024-004 (A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of a Special Use Permit for a Sand and Gravel Pit, known as the Ewing Special Use Permit), Commissioner Witmer seconded the motion.

Motion passed unanimously on a roll call vote.

FUTURE BUSINESS

There are no meetings scheduled for the month of April.

ADJOURNMENT

Vice-Chair White moved to adjourn the meeting at 6:43 PM.

Submitted by

Beyza Kirmizi
Planning Administrative Assistant

Approved by Planning Commission

Mike Simone
Chair

**EWING ANNEXATION STAFF REPORT
PROJECT NO. ANX2024-001**

PROJECT DESCRIPTION

Project No.: ANX2024-001

Project name: Ewin Annexation and Initial Zoning

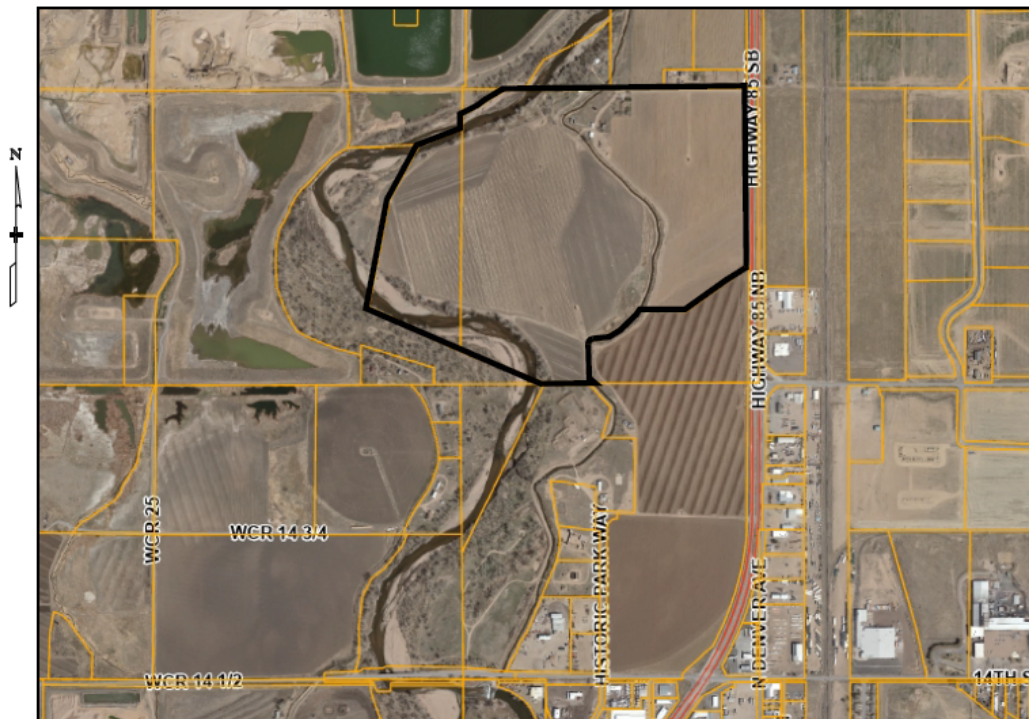
Owner's Name: Tricycle Lane Texas LLC ("Applicants")

Representative: Ben Langenfeld with Lewicki and Associates and Devon Glosser with BURNCO Colorado LLC.

Location of Request:

The site consists of two parcels. The first parcel is located west and adjacent to Highway 85 approximately 0.50 mile south of County Road 19 (Parcel No. 130930000039). The second parcel is located west and adjacent to this parcel (Parcel No. 130930000007). The annexation is located in a part of the South Half of Section 30, Township 2 North, Range 66 West of the 6th Principal Meridian, County of Weld, State of Colorado.

The Property is directly surrounded by industrial, agricultural and rural residential land uses.



VICINITY MAP
SCALE 1"=1000'

Nature of Request:

The Applicants have submitted a request for annexation of two parcels with initial designation to the 'A' Agriculture Zone District. A Special Use Permit application has been submitted concurrently with this annexation request. The proposed Special Use Permit would allow for a sand and gravel pit, which is not a use by right in the Agriculture Zone District.

Site Size: Subject Property: 155.92 acres, more or less;

Proposed Zone District: 'A' Agriculture Zone District

Concept Land Use Plan: The Applicant will be requesting a special use permit for a sand and gravel pit. This request has been submitted concurrently with this annexation and initial zoning review, and will be reviewed at a separate public hearing before Planning Commission and City Council.

Existing Use: The western parcel currently contains a residence along with agriculture land. The eastern parcel currently contains vacant land.

Hearing Dates: Planning Commission – March 28, 2024 at 6:00 PM; and
City Council – April 16, 2024 at 6:00 PM.

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

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

SUMMARY OF PREVIOUS APPLICATIONS

To staff's knowledge, there are no prior applications for these properties through the City of Fort Lupton.

APPLICATION PROCESS

The Applicants are requesting approval of an annexation and initial zoning to the 'A' Agriculture Zone District.

An annexation is processed under [Chapter 15: Annexation](#) of the Fort Lupton Municipal Code ("Code").

After required public notice of annexation and initial zoning, the Planning Commission shall review the annexation map, the concept land use plan and the zoning request at a public hearing, and shall submit a written recommendation to City Council.

The City Council shall then conduct a public hearing and consider the approval of an ordinance annexing the property to the City without election if it finds that the annexation is in compliance with the requirements of the Colorado Municipal Annexation Act of 1965, as amended, and the Fort Lupton Municipal Code. The City Council shall then either:

1. Approve, or approve with conditions, the ordinances for annexation and initial zoning. Approval may be contingent upon specific changes to the zoning or to the annexation agreement provided to the City Council prior to the public hearing.
2. Disapprove the ordinances to annex and initially zone the Property. If the City Council disapproves annexation, no similar request may be heard for a period of one year from the date of denial.

NOTIFICATION REQUIREMENTS

All notification requirements were met, including posting notice of the hearings on the property at least 15 days prior to this public hearing, mailing notice to property owners within 500 feet of the site, and the publishing notice of the hearing in the Fort Lupton Press for four consecutive weeks, with the first publication being at least 30 days prior to the City Council public hearing.

In addition, notice of the public hearings, as well as the resolution and petition, was sent to the Weld County Commissioners and Weld County Attorney, the school district and all special districts on March 22, 2024 by certified mail, return-receipt requested. The annexation impact report was sent on March 22, 2024 to the Weld County Commissioners by certified mail, return-receipt requested.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

This annexation meets the requirements set forth by the Municipal Annexation Act of 1965, as amended and by [Chapter 15 of the Municipal Code](#) relating to Annexation. The Planning Department staff has determined that the applicant has submitted all required documents pursuant to the Code.

Section 15-3 of the Municipal Code outlines the Annexation Policy, which is:

- a) The City Council shall have the sole discretion in the annexation of territory proposed for annexation to the City, and the City is under no obligation to approve any annexation petition.

Staff Comment: On February 20, 2024, the City Council accepted the annexation petition and set the public hearing date for this matter for April 16, 2024.

- b) Land to be annexed shall conform to the goals, policies and strategies of the City.

Staff Comment: The Planning Department finds that the annexation meets the goals, policies and strategies of the City, specifically in relation to the Comprehensive Plan, which is further explained later in this Staff Report.

- c) The petitioner for annexation of land to the City shall be responsible for paying all required fees and for all related costs and overhead incurred by the City in reviewing and processing the annexation petition.

Staff Comment: The Applicant has paid all required land use fees, and has a fee deposit established to cover any costs related to the project.

- d) Annexation shall not divide tracts of land in such a way as to prevent annexation of adjoining land.

Staff Comment: The proposed annexation will not prevent future annexation of adjoining land.

- e) All annexations shall be accompanied by an annexation agreement between the petitioner and the City, stating conditions related to municipal services or other terms of annexation that are not specifically provided for in the Code.

Staff Comment: The Applicant and City Attorney are working in good faith to finalize an annexation agreement. A draft will be provided to the Fort Lupton City Council for consideration prior to the public hearing.

- f) Unless specifically deferred by the City Council, zoning of the property shall occur concurrently with the annexation. Proposed zoning shall conform to a concept land use plan submitted with the annexation petition. In the event that sufficient planning has not been done to define zoning boundaries at the time of annexation, the City may zone the property “A,” Agricultural, as an interim zoning classification.

Staff Comment: The Applicant is requesting zoning to the ‘A’ Agricultural Zone District.

- g) Required contiguity of noncontiguous parcels proposed for annexation may be achieved by annexation of one (1) or more portions of street right-of-way or other public way, a process commonly referred to as “flagpole” annexation.

Staff Comment: The proposed annexation meets the required contiguity.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Fort Lupton Comprehensive Plan designates this area as the Commercial Transition and Mineral Zone use type which includes the land generally located within one-half mile of the South Platte River Corridor, often in the floodplain. Land in this area likely contains significant aggregate resources. State law essentially prohibits any surface development until the aggregate has been extracted. This area should include a regional trail and an expansive regional park as the area is reclaimed. The proposed use conforms to the Mineral Zone land use type and will include a portion of the regional trail once reclaimed.

REFERRALS

Referrals were provided to the list below.

Any comments received can be found at: <https://www.fortluptonco.gov/DocumentCenter/Index/845>

City Attorney	Police Chief	City Administrator
Public Works Director	Building Inspector	GIS Specialist
Economic Development Manager	City Engineer	Fort Lupton Fire Protection District
CDOT	Colorado DRMS	Colorado Parks and Wildlife
Division of Water Resources	Army Corp of Engineers	United Power
Comcast	CenturyLink	Xcel Energy
Weld County Department of Planning	Weld County Department of Public Health & Env	Weld County Public Works
NCWCD	Platteville Ditch Company	State Geologist

RECOMMENDATION

Staff recommends conditional approval of the Ewing Annexation and Initial Zoning to ‘A’ Agricultural. Conditions are listed on the proposed Resolution provided to Planning Commission.

For more information on this development, please refer to the Planning Commission packet provided.

Additional documents can be found at: <https://www.fortluptonco.gov/DocumentCenter/Index/843>

Introduction

BURNCO Colorado, LLC (BURNCO) is proposing a new sand and gravel mining operation on a property near Fort Lupton, CO. It is located just north of Fort Lupton in unincorporated Weld County. The property's current primary use is for agriculture. BURNCO is proposing that the site be mined for sand and gravel for approximately 10 years, then be converted to wildlife habitat and freshwater storage. The site is currently being annexed into Fort Lupton. The proposed permit area is 156.7 acres, of which approximately 116 acres will be disturbed for mining. The sand and gravel will be mined and processed for the use in construction materials such as crushed and washed rock, gravel, road base, sand, concrete, and asphalt. These materials will help support the local construction industry of Fort Lupton and Weld County. BURNCO has a history of mining for construction materials in the Weld County and greater Colorado area.

A vicinity map of the Ewing Gravel Pit and its surroundings is shown in Figure 1 below. The proposed permit boundaries are shown, as well as the proposed site access road from County Road 14 ½.

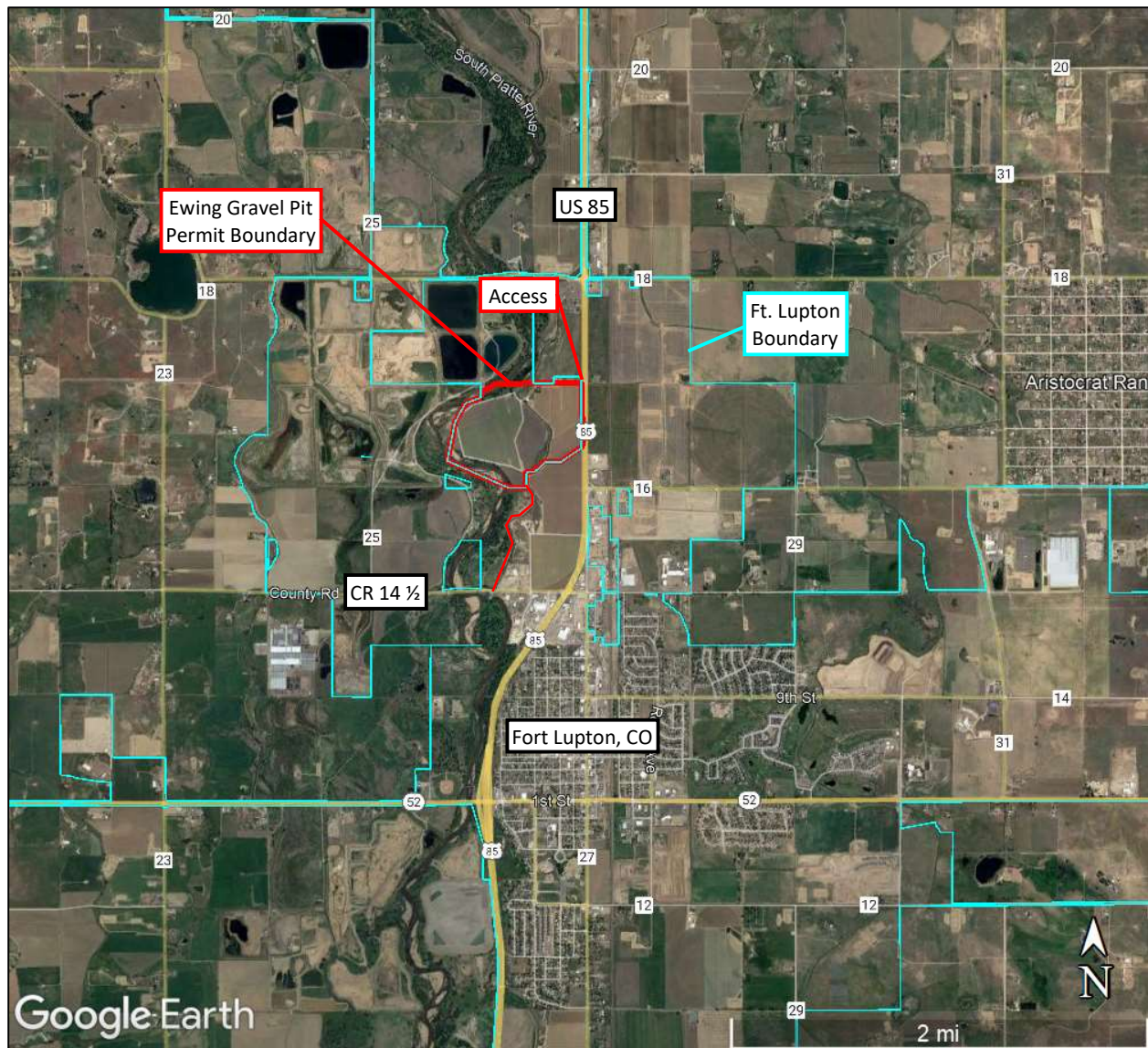


Figure 1. Vicinity Map

1. Property Description & Existing Conditions

The proposed site for the Ewing Gravel Pit is located just north of Fort Lupton in Weld County, Colorado. It is bounded by U.S. Highway 85 to the east, and the South Platte River to the west. The site is composed of two terraces being used for agriculture and oil production. The upper terrace is in the western portion of the site adjacent to Highway 85. The lower terrace is in the eastern portion of the site adjacent to the South Platte River. The terraces are divided by the Platteville Ditch running south to north through the center of the property. The site is currently accessed via the gravel road in the northeast of the property, directly off of Highway 85.

A residence and a few sheds are located in the north of the site. Several utilities including ditches, electric, telephone, gas and water lines cross the site in various locations. Numerous small gravel roads already exist at the site to provide access to the agricultural fields and oil production wells. Six oil wells, some shut in and some still active, are present at the site. These are accompanied by storage structures and gas pipelines scattered throughout the site. The Platteville Ditch runs south to north on the easternmost extent of the lower terrace. Many groundwater wells accompanied by water pipelines are present on the site for monitoring, residential, and commercial uses. Xcel Energy makes use of the site through six groundwater wells along the South Platte River that pump water to their nearby power plant. The surrounding neighbors include residences and an agricultural operation to the north; Highway 85, open space, a waterworks supplier, and an RV dealer to the east; agriculture, residences, and a shooting range to the south; and the South Platte River and Everist's gravel mining operations to the west.

The only known environmental hazard on the site is that the lower terrace is within the floodplain and partially within the floodway of the South Platte River. The floodplain/floodway boundary is shown on the CDRMS Maps in Appendix 1. A discussion on the impact of mining on this floodway is provided in the Drainage Report. No other environmental hazards or conditions of importance are present at the site.

2. Suitability with Zoning & Fort Lupton Comprehensive Plan

The property is currently part of unincorporated Weld County, zoned as Agriculture with multiple uses. The current and primary land use is agriculture with three irrigated fields across the site. The property is also used for oil production, with multiple wells scattered across the site. Additionally, there is a residence currently being rented out by the landowner. Xcel Energy makes use of the site with various groundwater wells pumping water along the South Platte River.

BURNCO plans to annex the site into Fort Lupton as part of its permitting process. The proposed land use will be mining and resource extraction to allow for open mining of sand and gravel on the site. This use is permitted within agriculture zoning areas for both Fort Lupton and Weld County. Therefore, the zoning as agriculture will remain the same as the site is annexed into Fort Lupton. Mining is expected to take approximately 10 years, after which the land will be converted to its final land use. The ultimate land use of the site after reclamation will be water storage. The pits will be converted to fresh-water storage ponds, while the remaining portions of the site will be revegetated as rangeland. The surrounding land uses are shown in Figure 2 and Figure 3 below, and include mostly agriculture as well as parks & open space, industrial, mineral extraction, public / semi-public, and commercial. The temporary land use of the mineral extraction is both allowed within the site zoning and is compatible with the surrounding land uses, more so with the mineral extraction and industrial just to the west of the river. The final land use as water storage is also compatible with the surrounding land uses.

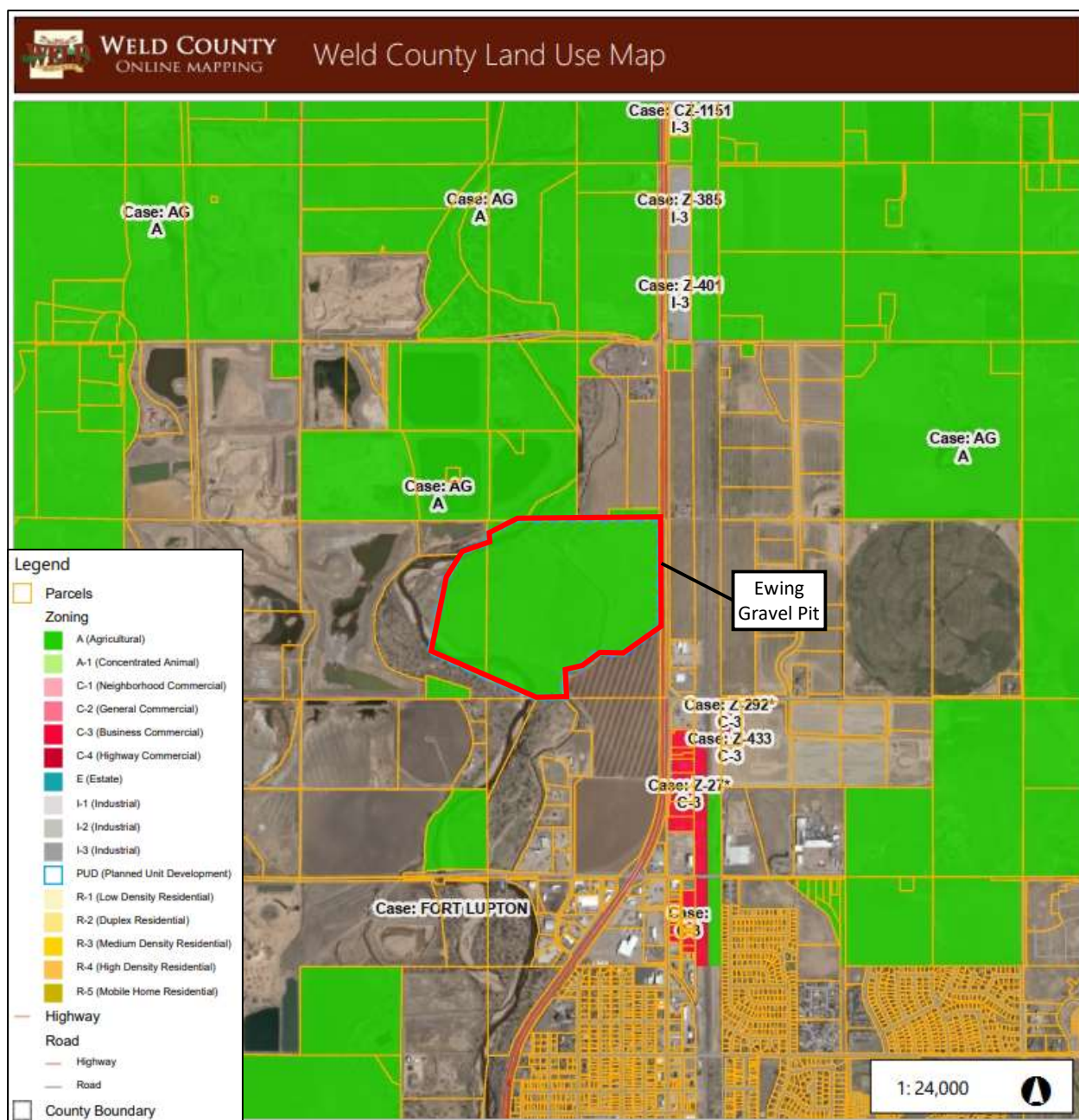


Figure 2. Weld County Land Use Map

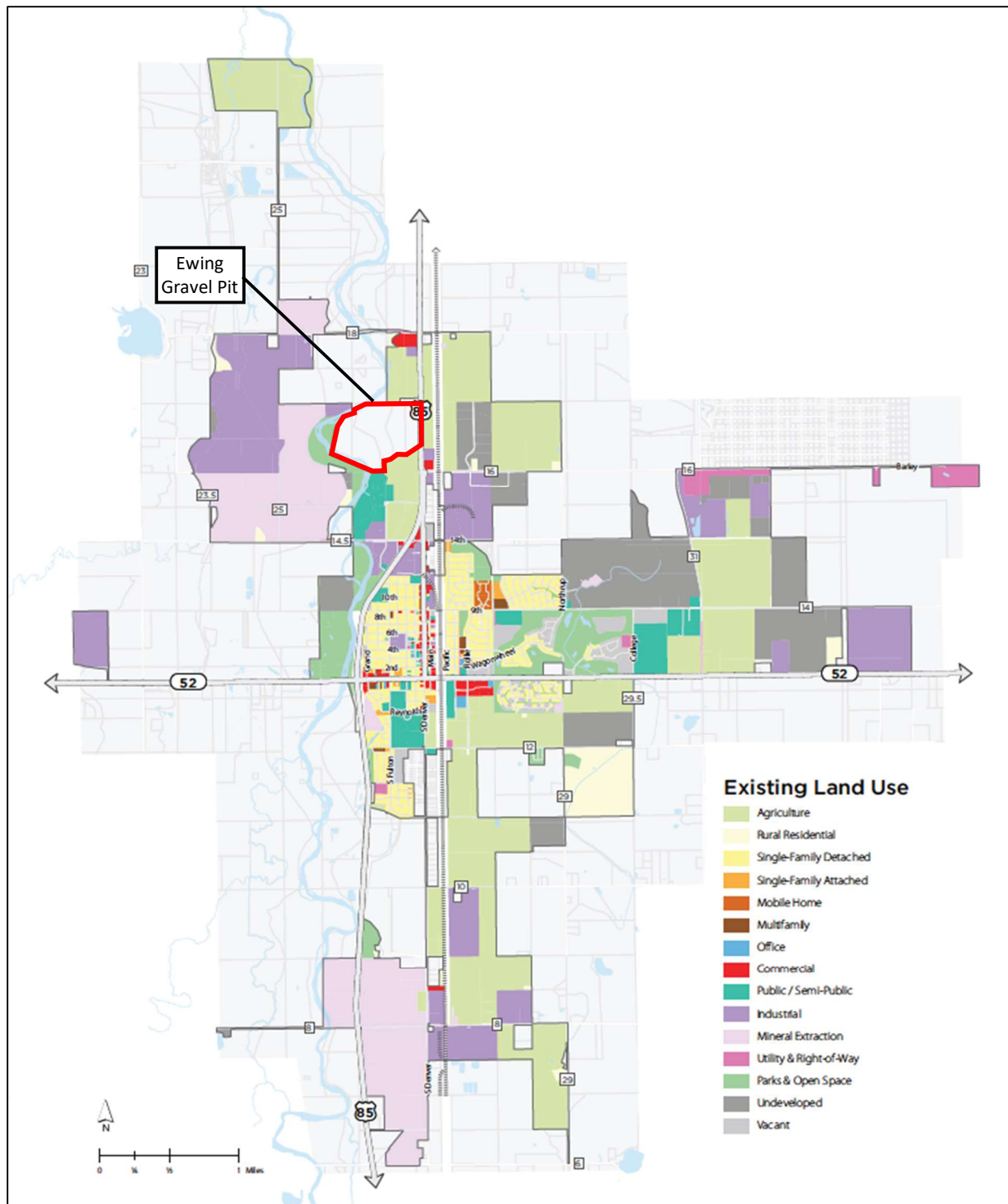


Figure 3. Fort Lupton Land Use Map

2.1. Fort Lupton Comprehensive Plan

The Ewing Gravel Pit supports the goals and implementation of the Fort Lupton Comprehensive Plan. The site is contiguous to existing Fort Lupton ground and is within the Core Area of Fort Lupton's Long Range Plans. The use of the site for resource extraction is in direct support of the future land use goals of the City. The Fort Lupton Comprehensive Plan classifies the site as mineral zone in the west, and commercial transition in the east. A buffer area around the South Platte River is classified as a riparian zone. The surrounding future land uses, particularly along the site access road, include parks and open space, light industrial & office, and public / semi-public. A map of the Fort Lupton Master Plan is shown in Figure 4 with the Ewing Gravel Pit area identified.

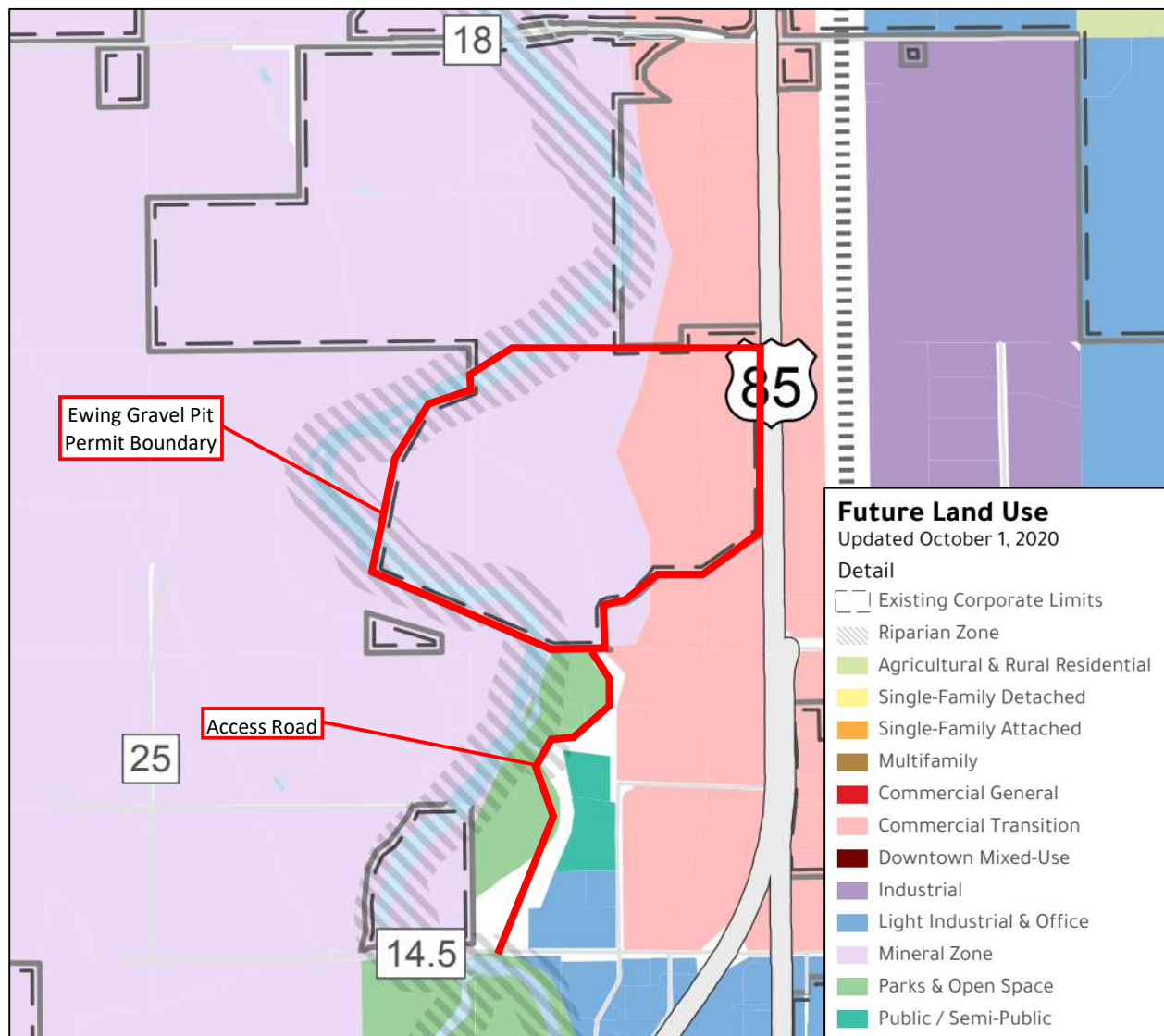


Figure 4. Fort Lupton Master Plan

No mining will occur within the riparian zone; only areas that are already disturbed or are currently agricultural fields will be mined. A portion of the site is specifically dedicated to mineral extraction; therefore, mining at this site is directly supported by the comprehensive plan. Fort Lupton's goals for the mineral zone are to extract the mineral resource before conversion to parks and open space. The remaining portion of the site is commercial transition which is described as potential growth areas for commercial development through a gradual transition from agriculture. While the proposed land use does not directly fit within this designation, it is transitioning the site from agriculture while making use of the full resource potential of the land. The use of the site for mining is only temporary, and the conversion of the site to water storage ponds does not infringe on the potential for the surrounding properties to transition to commercial development areas.

Mining at this site is very compatible for the future land use plans and goals identified by Fort Lupton. The vision for Fort Lupton as described in the Comprehensive Plan is for the city to become a prominent community within Colorado known for its quality living and variety of services and amenities. This will involve new commercial and residential development within currently undeveloped or agriculture areas, of which will require the construction materials provided from mining operations such as the Ewing Gravel Pit. The Ewing Gravel Pit's location near areas that Fort Lupton has identified for development makes it a valuable source of construction materials in an ideal location close to the future development.

Legal Description

The Ewing Gravel Pit is located directly north of Fort Lupton in Weld County, CO in part of the Southeast $\frac{1}{4}$ (SE $\frac{1}{4}$) of Section 30, Township 2 North, Range 66 West, of the 6th Principal Meridian (PM) and part of the East $\frac{1}{2}$ (E $\frac{1}{2}$) of the Southwest $\frac{1}{4}$ (SW $\frac{1}{4}$) of Section 30, Township 2 North, Range 66 West, of the 6th Principal Meridian (PM). The legal description is as follows:

A PLAT OF A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,

EXCEPT THE TRACT OF LAND CONVEYED IN QUIT CLAIM DEED RECORDED MARCH 13, 1967 UNDER RECEPTION NO. 1501076, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY COLORADO, DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SE $\frac{1}{4}$; THENCE NORTH ALONG THE EAST LINE OF SAID SE $\frac{1}{4}$, A DISTANCE OF 1082.00 FEET; THENCE S60°45'W, A DISTANCE OF 135.41 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF U.S. HIGHWAY NO. 85, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE S58° 45'W, A DISTANCE OF 211.18 FEET; THENCE S55°03'W A DISTANCE OF 454.35 FEET; THENCE NORTH 89°19'30"W, A DISTANCE OF 405.42 FEET TO A POINT ON THE CENTERLINE OF THE PLATTEVILLE DITCH; THENCE ALONG SAID CENTERLINE BY THE FOLLOWING COURSES AND DISTANCES;

S32°57'W, 57.98 FEET;

S46°21'W, 200.00 FEET;

S59°36'W, 115.00 FEET;

S84°25'45"W, 145.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.62 FEET (THE RADIUS OF SAID CURVE IS 48.64 FEET AND THE DELTA IS 85°32'45");

THENCE S01 ° 07'E, 304.28 FEET;

S49°40'30"E, 65.07 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF THE SE $\frac{1}{4}$ SECTION 30; THENCE N89° 51'E ALONG SAID SOUTH LINE, A DISTANCE OF 1366.39 FEET TO A POINT ON THE WESTERLY R.O.W. OF U.S. HIGHWAY NO. 85; THENCE NORTH ALONG SAID R.O.W. LINE, A DISTANCE OF 1015. 84 FEET TO THE TRUE POINT OF BEGINNING.

AND ALSO EXCEPTING A TRACT OF LAND SITUATED IN SE $\frac{1}{4}$ OF SAID SECTION 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4; THENCE DUE EAST 720 FEET; THENCE NORTH 66° 24' WEST 810 FEET; THENCE SOUTH 320 FEET TO THE PLACE OF BEGINNING;

AND ALSO EXCEPTING A TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF THE SE 1/4 FROM WHICH POINT THE NORTHEAST CORNER OF SECTION 30 BEARS NORTH 2°26' EAST, A DISTANCE OF 2640.6 FEET; THENCE SOUTH 0°05' EAST, 1619.0 FEET TO A POINT ON THE SOUTH PROPERTY LINE; THENCE NORTH 60° 40' EAST, A DISTANCE OF 137.5 FEET TO A POINT ON THE EAST LINE OF SECTION 30; THENCE ALONG THE EAST LINE OF SECTION 30, NORTH 0°05' WEST, A DISTANCE OF 1551.8 FEET TO THE NORTHEAST CORNER OF THE SE 1/4 OF SAID SECTION 30; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 SOUTH 89°55'30" WEST, A DISTANCE OF 120.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING,

AND ALSO EXCEPTING THAT TRACT OF LAND CONVEYED BY WARRANTY DEED RECORDED JULY 11, 2001 UNDER RECEPTION NO. 2865029, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP TWO NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP 2 NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION THIRTY BEARS S00° 20'40"W, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION THIRTY, N89° 43'26"E A DISTANCE OF 385.26 FEET; THENCE SOUTH 59°17'18"W A DISTANCE OF 180.22 FEET; THENCE S54° 56'22"W A DISTANCE OF 94.45 FEET; THENCE S63 34'06W A DISTANCE OF 172.35 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE ALONG SAID WEST LINE N00° 20'40"E A DISTANCE OF 221.16 FEET MORE OR LESS TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THAT PARCEL CONVEYED TO THE STATE HIGHWAY COMMISSION OF COLORADO IN DEED RECORDED FEBRUARY 3, 1964 UNDER RECEPTION NO. 1428041, COUNTY OF WELD, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND LOCATED IN THE SOUTHWEST (SW 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 350 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 69° WEST 416 FEET; THENCE SOUTH 28° 45' WEST 550 FEET; THENCE SOUTH 11° WEST 992 FEET; THENCE SOUTH 66° 24' EAST 920 FEET; THENCE DUE NORTH 1970 FEET TO THE PLACE OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

EWING ANNEXATION MAP

A part of the South Half of Section 30
Township 2 North, Range 66 West of the 6th Principal Meridian
County of Weld, State of Colorado

DESCRIPTION:

A part of the South Half of Section 30, Township 2 North, Range 66 West of the 6th Principal Meridian, County of Weld, State of Colorado, more particularly described as follows:

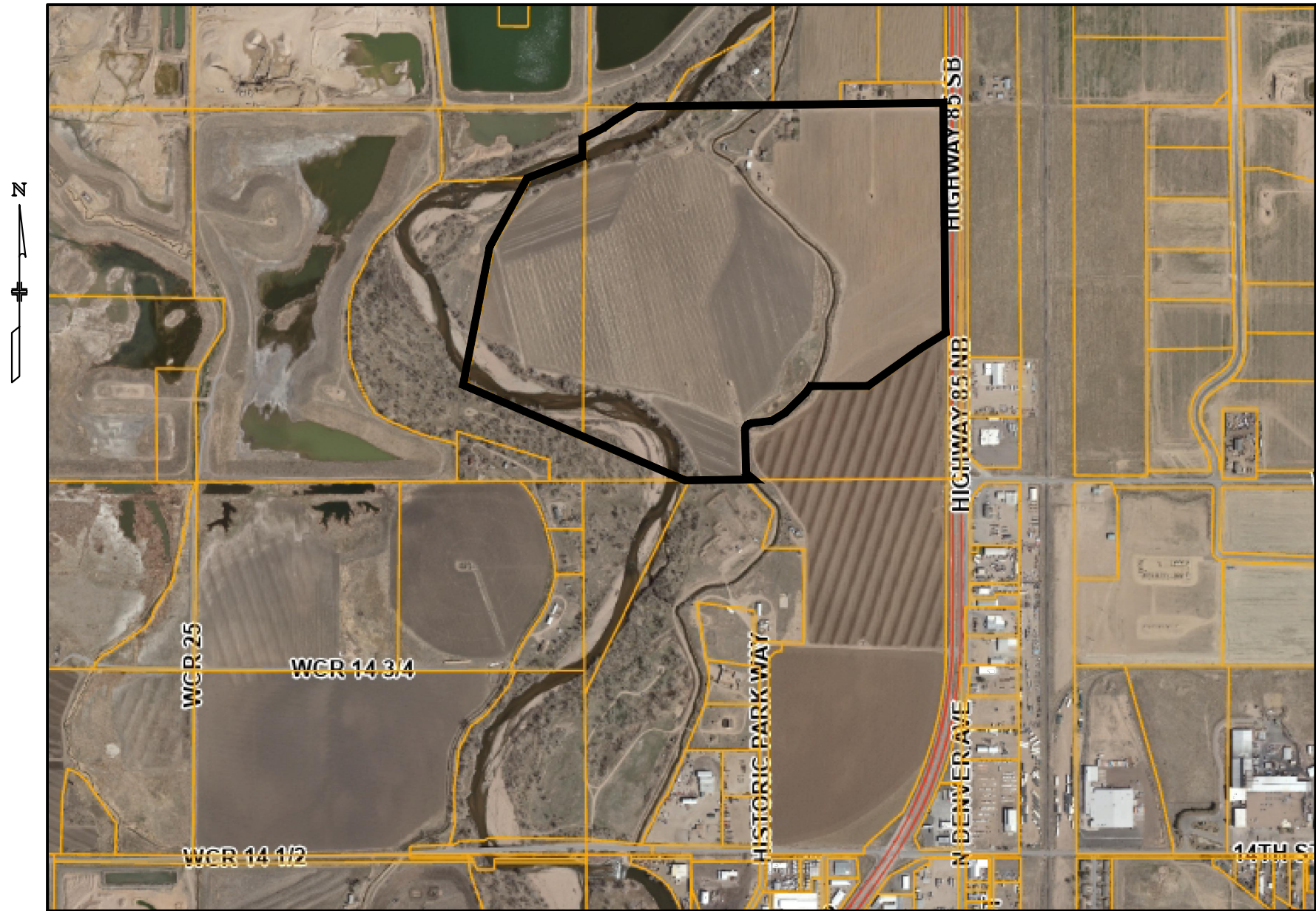
Beginning at a point on the North line of the Southeast Quarter of said Section 30, whence the Center Quarter corner thereof bears S89°18'36"W, a distance of 385.20 feet with all bearings contained herein relative thereto; thence along said North line N89°18'36"E, a distance of 2,155.68 feet to the West line of State Highway No. 85 ; thence along said line S00°33'45"E, a distance of 1,621.38 feet; thence departing said line S58°17'41"W, a distance of 207.66 feet; thence S54°32'32"W, a distance of 454.35 feet; thence N89°56'38"W, a distance of 405.32 feet; thence S32°38'07"W, a distance of 58.11 feet; thence S45°50'31"W, a distance of 199.99 feet; thence S59°02'29"W, a distance of 114.65 feet; thence S83°51'44"W, a distance of 144.55 feet to a point of curvature; thence along the arc of a curve to the left 72.62 feet, having a radius of 48.64 feet and a central angle of 85°32'45"; thence S01°41'01"E, a distance of 302.49 feet; thence S50°00'59"E, a distance of 68.91 feet to the South line of said Southeast Quarter of Section 30; thence along said line S89°17'40"W, a distance of 482.76 feet; thence departing said line N66°44'01"W, a distance of 1,701.34 feet; thence N10°55'47"E, a distance of 992.00 feet; thence N28°40'47"E, a distance of 550.00 feet; thence N68°55'47"E, a distance of 416.00 feet to the West line of said Southeast Quarter of Section 30 ; thence along said line N00°05'52"W, a distance of 128.84 feet; thence departing said line N63°09'23"E, a distance of 172.35 feet; thence N54°31'39"E, a distance of 94.45 feet; thence N58°52'35"E, a distance of 180.15 feet to the POINT OF BEGINNING.

Containing 155.92 acres, more or less.

CONTIGUITY:

The above described land is contiguous to the City of Fort Lupton and meets the requirements set forth in Colorado Revised Statutes 1973, 31-12-104-(1) (a) that one-sixth or more of the perimeter to be annexed is contiguous with the annexing municipality.

- Total perimeter of the parcel considered for annexation = 10,524'
- One-sixth of total perimeter required for annexation = 1,754'
- Perimeter contiguous with existing city limits = 8,431', exceeds the 1/6 contiguity required
- Area = 155.92 acres



VICINITY MAP

SCALE 1"=1000'

OWNER CERTIFICATE:

Know All Men By These Presents, that Tricycle Lane Texas LLC, a Limited Liability Company, being the sole owners of the land described herein, have caused said land to be annexed under the name of Ewing Annexation Map.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____day of ___, 202__.

Owner

Signed this ____ day of ___, 202__.

State of Colorado)
County of Weld)SS

The foregoing instrument was acknowledged before me this ____ day of ___, 202__.

Witness hand and official seal

My commission expires _____

Notary Public

PLANNING COMMISSION RECOMMENDATION:

This is to certify that the annexation map of the property described herein was recommended to the Fort Lupton City Council via Resolution No. _____.

Recommended this ____day of ___, 202__.

Chairperson, Fort Lupton
Planning Commission

MAYOR'S CERTIFICATE:

This is to certify that the annexation map of the property described herein was approved by Ordinance No. _____ of the City of Fort Lupton passed and adopted on the ____day of ____A.D., 202__ and that the Mayor and the City of Fort Lupton, as authorized by Ordinance No. _____ on behalf of the City of Fort Lupton, hereby acknowledges and adopts the said annexation map upon which this certificate is endorsed for all purposes indicated thereon.

Approved this ____day of ___, 202__.

Attest: City Clerk

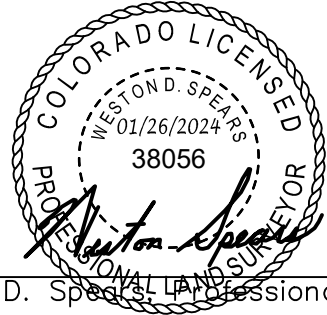
Mayor

APPLICANT:

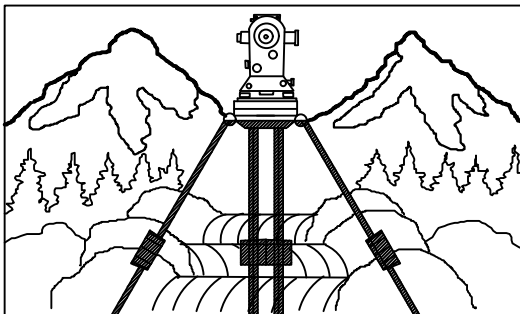
Tricycle Lane Texas LLC
10100 Dallas St
Henderson, CO 80640-8491
(970)356-7523

SURVEYOR'S CERTIFICATION:

I, Weston D. Spears, a Professional Land Surveyor registered in the State of Colorado, hereby certify that this annexation map was made in accordance with applicable standards of practice, was prepared under my responsible and is accurate to the best of my professional knowledge, information and belief. This is not a guaranty or warranty, either expressed or implied.



Weston D. Spears, Professional Land Surveyor
Colorado P.L.S. No. 38056
for and on behalf of Weston Surveying



Clear Creek Surveying
P.O. Box 3184, Idaho Springs, CO 80452
(303) 567-4755

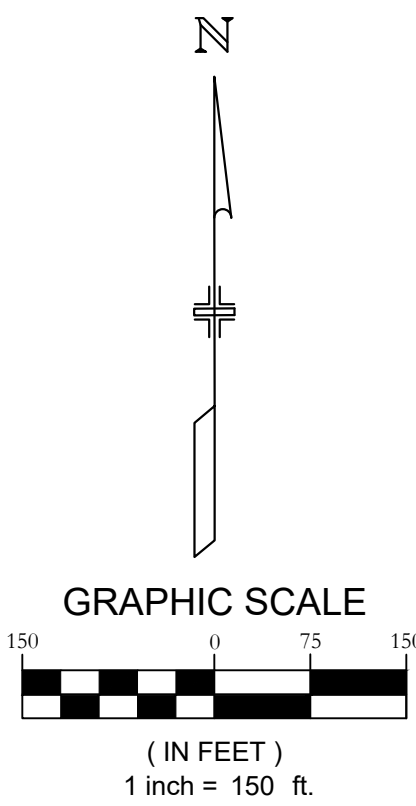
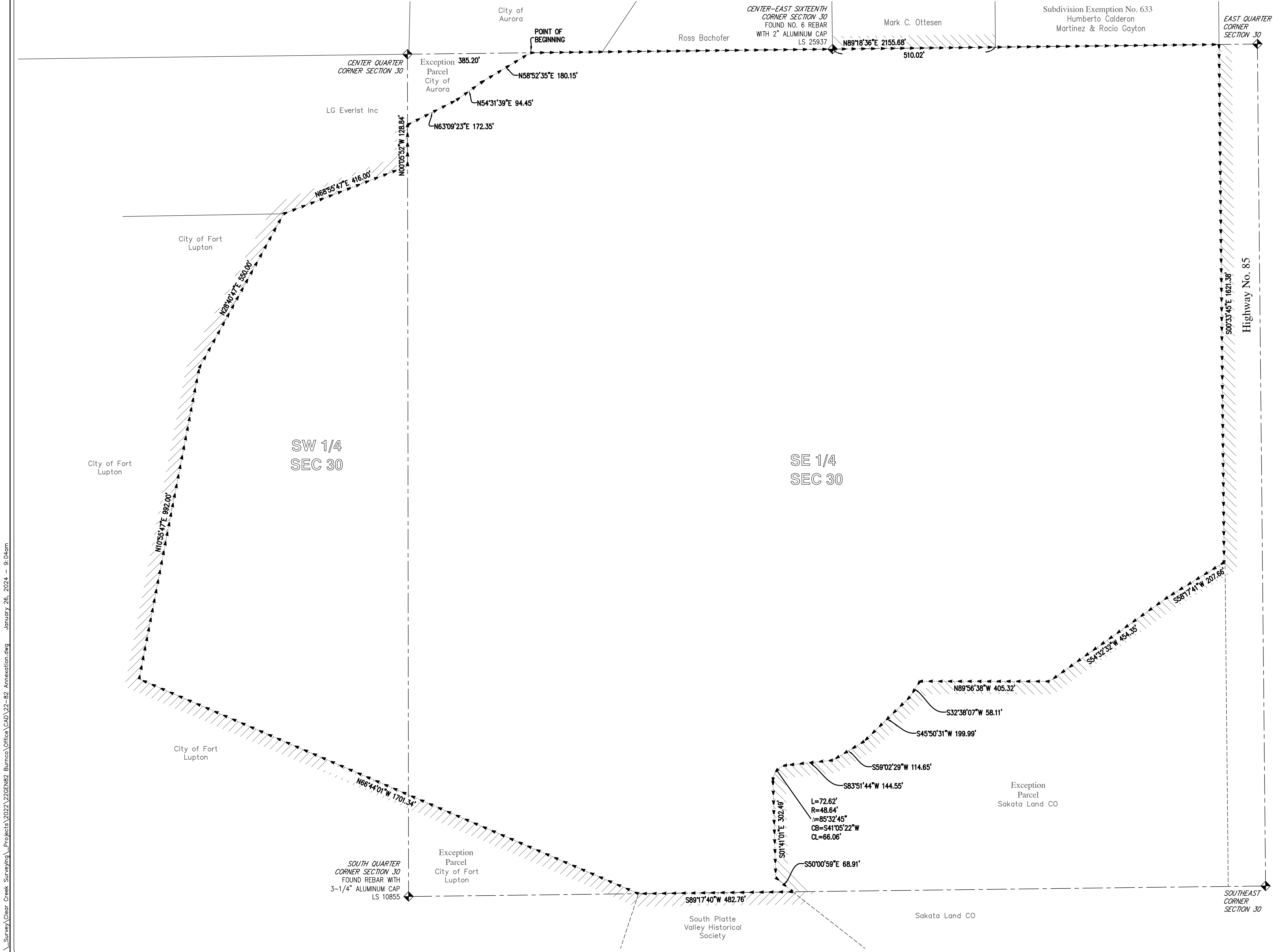
Ewing Annexation Map
Parcels of land located in the
South Half of Section 30,
Township 2 North, Range 66 West of the 6th P.M.
County of Weld, State of Colorado

Client: Tricycle Lane Texas LLC

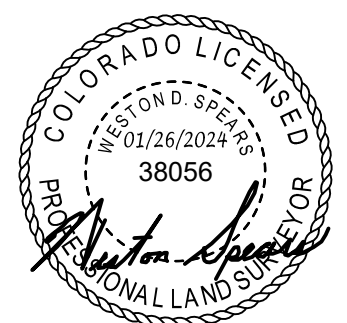
S30, T2N, R66W of the 6th P.M.	Sheet No.	No. of Sheets
Project No. 22-82	1	2

EWING ANNEXATION MAP

A part of the South Half of Section 30
Township 2 North, Range 66 West of the 6th Principal Meridian
County of Weld, State of Colorado



- Legend**
- Perimeter line considered for annexation
 - City Limits



Ewing Annexation Map Parcels of land located in the South Half of Section 30, Township 2 North, Range 66 West of the 6th P.M. County of Weld, State of Colorado			
Client: Tricycle Lane Texas LLC			
 Clear Creek Surveying P.O. Box 3184, Idaho Springs, CO 80452 (303) 567-4755	S30, T2N, R66W of the 6th P.M.	Sheet No. 2	No. of Sheets 2
	Project No. 22-82		

Z:\Survey\Clear Creek Surveying\Projects\2022\22DEN82_Burco\Office\CAD\22-82 Annexation.dwg January 26, 2024 - 9:04am



Planning & Building Department

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

EWING ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between Tricycle Lane Texas, LLC (“**Owner**”) and the City of Fort Lupton (“**Fort Lupton**” or “**City**”), a municipal corporation of the State of Colorado (collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, Owner desires to annex to Fort Lupton the property more particularly described on Exhibit A, which is attached hereto, incorporated herein, and made a part hereof (such property is hereinafter referred to as “**the Property**”); and

WHEREAS, Owner has executed a petition to annex the Property, a copy of which petition is attached hereto as Exhibit B, and incorporated herein and made a part hereof; and

WHEREAS, it is to the mutual benefit of the Parties hereto to enter into the following Agreement; and

WHEREAS, Owner acknowledges that upon annexation, the Property will be subject to all ordinances, resolutions, and other regulations of Fort Lupton, as they may be amended from time to time; and

WHEREAS, the Parties mutually agree that the annexation of the Property shall not create any additional cost or impose additional burden on the existing residents of the City to provide public facilities and services to the Property after annexation; and

WHEREAS, Owner acknowledges that the need for conveyances and dedication of certain property, including but not limited to property for rights of ways and easements to Fort Lupton as contemplated in this Agreement, are directly related to and generated by development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE CONVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Maps and Surveys.** Owner agrees to execute, promptly upon request of Fort Lupton, any and all maps, surveys, engineering, master planning, annexation impact reports and public notice and other documents necessary to finalize the annexation of the Property and the other provisions of this Agreement.
2. **Exclusivity.** Owner agrees to not sign any other petition for annexation of the Property or any petition for an annexation election relating to the Property, except upon request of Fort Lupton.
3. **Fees.** Owner agrees to pay Fort Lupton an annexation fee in the amount of \$2,589.04.
4. **Resolution of Substantial Compliance.** Fort Lupton shall act upon the annexation petition on February 20, 2024 and shall set a public hearing for April 16, 2024, unless Owner consents to later action.
5. **Zoning.** Parties recognize that it is necessary by State law to zone the Property within 90 days of annexation, and that the most appropriate use of the Property is for agricultural purposes. Owner has submitted a request to zone the Property 'A' - Agricultural and the City will act upon this request following a public hearing on April 16, 2024. The Parties recognize that it is the intent and desire of Owner to develop the Property in a manner consistent with the zoning requested and that the granting of such zoning by Fort Lupton is a condition to annexation of the Property. Owner shall take all actions necessary to permit zoning by Fort Lupton of the annexed Property within the time prescribed by State statutes. The Owner recognizes that the City has adopted design standards for agricultural uses and the Owner will comply with, and adhere to, these guidelines subject to the terms of this Agreement.
6. **Rights-of-Way and Easements.** Owner agrees to dedicate by General Warranty Deed or appropriate instrument of conveyance acceptable to the City, easements and rights-of-way for streets and other public ways and for other public purposes, as required by City master plans, ordinances, and resolutions. Such dedications shall occur immediately upon request of the City, except that internal rights-of-way shall be dedicated at the time of subdivision platting, unless the City specifies another time.
7. **Streets.** Owner agrees to design, improve, and provide signage, lighting, and signalization for all public streets and other public ways within or adjacent to the Property in accordance with City ordinances and resolutions and other applicable standards, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by City ordinances and resolutions, to guarantee construction of all required improvements, and, if requested by Fort Lupton, to dedicate to Fort Lupton any or all other required improvements. Owner agrees to enter into an agreement pertaining to such improvements and other matters prior to any development and/or subdivision of the Property.

In the event traffic numbers and usage significantly exceed those represented by Owner and relied upon by the City for compilation of the traffic study applicable to this project, future improvements to the truck routes may be required by the City for reasons related to site activity or truck circulation patterns and numbers, roadway classification changes and newly permitted facilities affecting the truck haul route traffic usage. Owner shall pay a proportionate cost share of future improvements not described herein based on the Owner's percentage of truck total trips using the current data on the haul route in comparison to the numbers and usage represented by Owner in compilation of the traffic study. After execution of this Agreement, the City may retain a third party traffic study consultant to evaluate traffic data usage by Owner and provide said study to Owner prior to the imposition of any costs stated herein.

8. **Compliance with Master Plans.** Owner agrees that future development of the Property will comply with any adopted infrastructure plans, including but not limited to, transportation, drainage, water, sewer, land use and comprehensive plans.
9. **Special Improvement Districts.** If requested by Fort Lupton, Owner agrees to include the Property in one or more special improvement districts or other mechanisms established by Fort Lupton for making improvements to streets and other public ways, or for making other public improvements authorized by law, and Owner hereby appoints the City Administrator of Fort Lupton as Owner's attorney-in-fact for the purpose of executing all documents determined by Fort Lupton to be necessary for such inclusion. If requested by Owner, Fort Lupton agrees to consider the establishment of one or more special improvement districts for making such improvements.
10. **Compliance with Ordinances, Resolutions and Standards.** Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that Owner shall comply with, all City ordinances and resolutions including, without limitation, ordinances and resolutions pertaining to subdivision, zoning, storm drainage, utilities, and flood control.
11. **Limitations.** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the City of any tax or fee.
12. **Disconnection.** No right or remedy of disconnection of the Property from the City shall accrue from this Agreement, other than that provided by applicable State laws. In the event the Property or any portion thereof is disconnected at Owner's request, Fort Lupton shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.
13. **Severability.** The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any

law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

14. **Municipal Services.** Fort Lupton agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the City, which services include, but are not limited to, police protection and water and sewer services. Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, fire protection or emergency medical services, but the Property is presently included within the boundaries of and is entitled to receive such services from the Fort Lupton Fire Protection District.
15. **Existing Water Rights.** Fort Lupton acknowledges that, as at the date of this Agreement, Owner's underground water rights are limited to certain wells located on the Property, as more particularly set out in Exhibit C (the "**Existing Water Rights**"). Fort Lupton agrees that Owner shall retain the Existing Water Rights until such time that municipal water serves the Property. At such time that the Property is served by municipal water the Existing Water Rights shall be transferred to the City at the City's option, to the fullest extent that Owner has the legal right to transfer the same. In the event that Owner conveys the Existing Water Rights to Fort Lupton, Owner shall convey all pertinent easements for access, use, maintenance and repair. For clarity, it is understood and agreed that the foregoing does not include wells owned by third parties, including a series of wells operated by Xcel Energy Inc.
16. **Water-Storage Reservoir.** The Owner grants to the City to have a forty-five (45) day first right of refusal on the purchase of the Property for water storage if the final reclamation of the Property is to be a water-storage reservoir.
17. **Future Conveyance of Water Rights.** In accordance with Fort Lupton Municipal Code Section 13-122, Owner agrees to convey to the City all water rights necessary for development, and any related stock certificates evidencing ownership of the water rights, free and clear of all encumbrances and with all taxes and assessments related hereto paid in full, but the City retains the right to require cash in lieu thereof. Water rights may be conveyed on a pro-rata basis as the Property develops.

Owner hereby acknowledges its receipt of a copy of Fort Lupton Municipal Code Section 13-122 concerning City policy with respect to the dedication of water rights, or cash in lieu, to the City in connection with annexations, and agrees to comply with such resolutions and with any amendments thereto, including any applicable amendments adopted subsequent to the annexation of the subject Property.

18. **Parks and Public Lands.** The Owner agrees to dedicate to the City, or pay cash in lieu of land, areas to be used for public purposes if required by City at the time of platting. Lands dedicated shall be acceptable to City and shall comprise six (6) percent of gross residential and two (2) percent of gross non-residential land (the "**Percentage**

Requirements”). All dedicated lands shall be platted by the Owner in accordance the City’s subdivision regulations. Owner agrees to pay to City at the time of building permit any applicable park development fees as enacted by City Council by ordinance.

The Owner shall delineate a future trail easement or land dedication. This trail shall connect from the north extent of the property to the south extent of the property along the South Platte River as much as practicable. It is mutually understood and agreed that any such easement or land dedication for the trail shall count toward the Percentage Requirements described above.

19. **Cooperation.** The Parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.
20. **Amendments.** This Agreement may be amended with the written consent of the City and Owner of the Property. Such amendments shall be in writing, shall be recorded with the County Clerk of Weld County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment.
21. **Sole Agreement.** This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.
22. **Liability.** Owner agrees to indemnify and hold harmless the City and the City’s officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney’s fees and court costs, which arise out of or are in any manner connected with the annexation of the Property, or with any other annexation or other action determined necessary or desirable by the City in order to effectuate the annexation of the Property, or which are in any manner connected with Fort Lupton’s enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the City’s option to pay the attorney’s fees for defense counsel of the City’s choice for any such liability, claims, or demands.
23. **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.
24. **“Owner” Defined.** As used in this Agreement, the term “Owner” shall include any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall have the

right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original Parties thereto.

25. **External References.** As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, or policies are incorporated herein by reference, and the Parties agree that amendments or revisions thereto shall be binding upon Owner.
26. **Transferability.** This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns hereof, and shall constitute covenants running with the land.
27. **Recording.** This Agreement shall be recorded with the County Clerk of Weld County, Colorado, at Owner's expense.
28. **Enforcement.** Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.
29. **Termination.** This Agreement shall be null and void if the City fails to approve the annexation of the Property.
30. **No Assurance of Annexation.** The Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the Fort Lupton City Council. No assurances of annexation or zoning have been made or relied upon by Owner. In the event that, in the exercise of its legislative discretion, any action with respect to the Property herein contemplated is not taken, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the withdrawal of the petition for annexation by the Owner, or disconnection from the City in accordance with State law, as may be appropriate.
31. **Inclusion in NCWCD.** The Owner consents to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub-district pursuant to Section 97-45-136 (3.6) C.R.S. and to pay the appropriate inclusion fees and costs associated with such inclusion at such time that municipal water is necessary to serve current or future development on the property. At such time, the Owner shall complete a water study at the Owner's expense as requested by the City or applicable water provider(s). Owner acknowledges that, upon inclusion into the district and sub-district, Owner's Property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and sub-district at the time of inclusion of Owner's lands. Owner agrees to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and sub-district can impose such mill levies and special assessments as it has the authority to impose. Owner also agrees to waive, upon inclusion, any right, which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

By:
Scott Burns

By: _____
Zo Hubbard, Mayor

ATTEST:

By: _____
Maricela Peña, City Clerk

Province of Alberta)
) ss
City of Calgary)

The foregoing instrument was acknowledged before me this 9th day of April, 2024 by Scott Burns as Manager of Tricycle Lane Texas LLC.

Notary Signature

Kyle Cadieux
A Notary Public in and for the
Province of Alberta

State of Colorado)
County of Weld) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Zo Hubbard as Mayor for the City of Fort Lupton, Colorado.

Notary Signature

Seal

EXHIBIT A

Legal Description of Property Owned by Annexor(s)

EWING ANNEXATION MAP

A part of the South Half of Section 30
Township 2 North, Range 66 West of the 6th Principal Meridian
County of Weld, State of Colorado

DESCRIPTION:

A part of the South Half of Section 30, Township 2 North, Range 66 West of the 6th Principal Meridian, County of Weld, State of Colorado, more particularly described as follows:

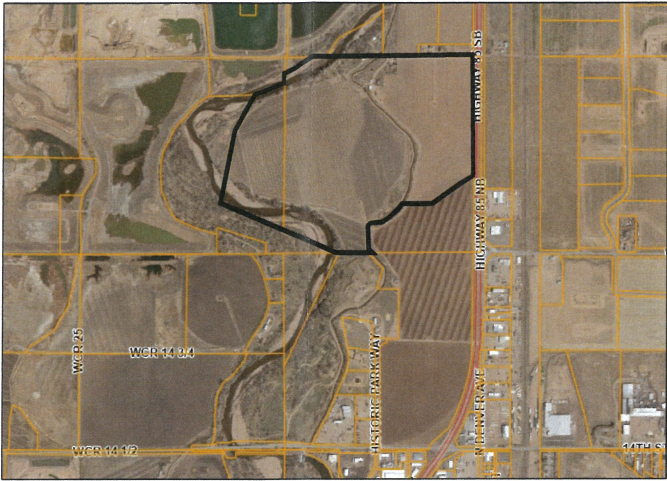
Beginning at a point on the North line of the Southeast Quarter of said Section 30, whence the Center Quarter corner thereof bears S89°18'36"W, a distance of 385.20 feet with all bearings contained herein relative thereto; thence along said North line N89°18'36"E, a distance of 2,155.68 feet to the West line of State Highway No. 85; thence along said line S00°33'45"E, a distance of 1,621.38 feet; thence departing said line S58°17'41"W, a distance of 207.66 feet; thence S54°32'32"W, a distance of 454.35 feet; thence N89°58'38"W, a distance of 405.32 feet; thence S32°38'07"W, a distance of 58.11 feet; thence S45°50'31"W, a distance of 199.99 feet; thence S59°02'29"W, a distance of 114.65 feet; thence S63°51'44"W, a distance of 144.55 feet to a point of curvature; thence along the arc of a curve to the left 72.62 feet, having a radius of 48.64 feet and a central angle of 85°32'45"; thence S01°41'01"E, a distance of 302.49 feet; thence S50°00'59"E, a distance of 68.91 feet to the South line of said Southeast Quarter of Section 30; thence along said line S89°17'40"W, a distance of 482.76 feet; thence departing said line N66°44'01"W, a distance of 1,701.34 feet; thence N10°55'47"E, a distance of 992.00 feet; thence N28°40'47"E, a distance of 550.00 feet; thence N68°55'47"E, a distance of 416.00 feet to the West line of said Southeast Quarter of Section 30; thence along said line N00°05'52"W, a distance of 128.84 feet; thence departing said line N63°09'23"E, a distance of 172.35 feet; thence N54°31'39"E, a distance of 94.45 feet; thence N58°52'35"E, a distance of 160.15 feet to the POINT OF BEGINNING.

Containing 155.92 acres, more or less.

CONTIGUITY:

The above described land is contiguous to the City of Fort Lupton and meets the requirements set forth in Colorado Revised Statutes 1973, 31-12-104-(1) (a) that one-sixth or more of the perimeter to be annexed is contiguous with the annexing municipality.

- Total perimeter of the parcel considered for annexation = 10,524'
- One-sixth of total perimeter required for annexation = 1,754'
- Perimeter contiguous with existing city limits = 8,431', exceeds the 1/6 contiguity required
- Area = 155.92 acres



VICINITY MAP
SCALE 1"=1000'

OWNER CERTIFICATE:

Know All Men By These Presents, that Tricycle Lane Texas LLC, a Limited Liability Company, being the sole owners of the land described herein, have caused said land to be annexed under the name of Ewing Annexation Map.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9th day of April, 2024.

Owner

Signed this 9th day of April, 2024.

Province of Alberta
City of Calgary
State of Colorado
County of Weld

The foregoing instrument was acknowledged before me this 9th day of April, 2024.

Witness hand and official seal

My commission expires N/A

Notary Public

Kyle Cadieux
A Notary Public in and for the
Province of Alberta

PLANNING COMMISSION RECOMMENDATION:

This is to certify that the annexation map of the property described herein was recommended to the Fort Lupton City Council via Resolution No. _____.

Recommended this ___ day of ___, 202__.

Chairperson, Fort Lupton
Planning Commission

MAYOR'S CERTIFICATE:

This is to certify that the annexation map of the property described herein was approved by Ordinance No. _____ of the City of Fort Lupton passed and adopted on the ___ day of ___, 202__, and that the Mayor and the City of Fort Lupton, as authorized by Ordinance No. _____, on behalf of the City of Fort Lupton, hereby acknowledges and adopts the said annexation map upon which this certificate is endorsed for all purposes indicated thereon.

Approved this ___ day of ___, 202__.

Attest: City Clerk

Mayor

APPLICANT:

Tricycle Lane Texas LLC
10100 Dallas St
Henderson, CO 80640-8491
(970)356-7523

SURVEYOR'S CERTIFICATION:

I, Weston D. Spears, a Professional Land Surveyor registered in the State of Colorado, hereby certify that this annexation map was made in accordance with applicable standards of practice, was prepared under my responsible and is accurate to the best of my professional knowledge, information and belief. This is not a guaranty or warranty, either expressed or implied.



Weston D. Spears, Professional Land Surveyor
Colorado P.L.S. No. 38056
for and on behalf of Weston Surveying



Clear Creek Surveying
P.O. Box 3184, Malco Springs, CO 80452
(303) 567-4755

Ewing Annexation Map
Parcels of land located in the
South Half of Section 30,
Township 2 North, Range 66 West of the 6th P.M.
County of Weld, State of Colorado

Client: Tricycle Lane Texas LLC

Sheet No. 1
No. of Sheets 2
Project No. 23-82

A part of the South Half of Section 30
Township 2 North, Range 66 West of the 6th Principal Meridian
County of Weld, State of Colorado

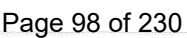


EXHIBIT B

Signed Petition for Annexation (Attached)

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

We, the undersigned landowners, in accordance with Colorado law, hereby petition the City of Fort Lupton and its City Council for annexation to the City of Fort Lupton of the unincorporated territory, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Weld and the State of Colorado, and to be known as the Ewing Annexation to the City of Fort Lupton.

As part of this petition, your petitioners further state to the City Council that:

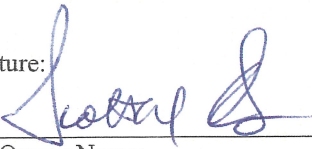
1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Fort Lupton.
 - b. A community of interest exists between the area proposed to be annexed and the City of Fort Lupton.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Fort Lupton.
 - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way.
 - ii. Comprises twenty acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - f. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality.
 - g. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - h. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - i. The territory to be annexed is 155.92 acres, more or less, in total area.

- j. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.
 - k. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - l. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
 4. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.
 5. The zoning classification requested for the area proposed to be annexed is __'A' Agriculture__, as shown on the annexation map attached hereto and incorporated herein.
 6. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation. The parties shall work together in good faith to negotiate and execute a final version of the Annexation Agreement. If the parties cannot mutually agree upon the form of such agreement, Petitioner may, in its sole discretion, withdraw this Petition without any penalty or prejudice at any time.
 7. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion **at such time that municipal water is necessary to serve current or future development on the property**. At such time, the Owner shall complete a water study at the Owner's expense as requested by the City or applicable water provider(s). Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and

special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

8. The non-refundable annexation application fee of \$2500 is tendered herewith.

THEREFORE, the undersigned respectfully petition(s) the City Council of the City of Fort Lupton, to annex the territory described and referred to in Exhibit A to the City of Fort Lupton in accordance with and pursuant to the statutes of the State of Colorado.

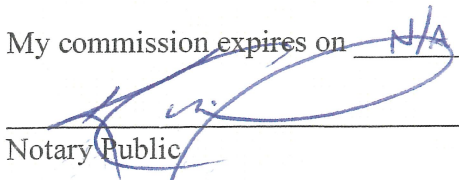
1	Land Owner Name: TRICYCLE LANE TEXAS, LLC Signature: 	Mailing Address (street, city, state, ZIP): 10100 DALLAS STREET, HENDERSON, CO 80640-8491 Date of signing: <u>February 15, 2024</u>
2	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
3	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
4	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP Code): Date of signing:

(Additional sheets may be attached if necessary.)

The foregoing signature(s) was/were subscribed and sworn to before me this 15th day of FEBRUARY, 2024, by Scott M. Burns as Manager of Tricycle Lane Texas, LLC.

Witness my hand and official seal.

My commission expires on N/A.


Notary Public

Kyle Cadieux

**A Notary Public in and for the
Province of Alberta**

Exhibit A

[Exhibit A to the Annexation Petition should exclude public right of way. If necessary, attach separate sheet(s).]

Land Owned by Land Owner 1:

A PLAT OF A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., EXCEPT THE TRACT OF LAND CONVEYED IN QUIT CLAIM DEED RECORDED MARCH 13, 1967 UNDER RECEPTION NO. 1501076, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY COLORADO, DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE NORTH ALONG THE EAST LINE OF SAID SE1/4, A DISTANCE OF 1082.00 FEET; THENCE S60°45'W, A DISTANCE OF 135.41 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF U.S. HIGHWAY NO. 85, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S58° 45'W, A DISTANCE OF 211.18 FEET; THENCE S55°03'W A DISTANCE OF 454.35 FEET; THENCE NORTH 89°19'30"W, A DISTANCE OF 405.42 FEET TO A POINT ON THE CENTERLINE OF THE PLATTEVILLE DITCH; THENCE ALONG SAID CENTERLINE BY THE FOLLOWING COURSES AND DISTANCES;

S32°57'W, 57.98 FEET;

S46°21'W, 200.00 FEET;

S59°36'W, 115.00 FEET;

S84°25'45"W, 145.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.62 FEET (THE RADIUS OF SAID CURVE IS 48.64 FEET AND THE DELTA IS 85°32'45");

THENCE S01 ° 07'E, 304.28 FEET;

S49°40'30"E, 65.07 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF THE SE1/4 SECTION 30; THENCE N89° 51'E ALONG SAID SOUTH LINE, A DISTANCE OF 1366.39 FEET TO A POINT ON THE WESTERLY R.O.W. OF U.S. HIGHWAY NO. 85; THENCE NORTH ALONG SAID R.O.W. LINE, A DISTANCE OF 1015. 84 FEET TO THE TRUE POINT OF BEGINNING.

AND ALSO EXCEPTING A TRACT OF LAND SITUATED IN SE1/4 OF SAID SECTION 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4; THENCE DUE EAST 720 FEET; THENCE NORTH 66° 24' WEST 810 FEET; THENCE SOUTH 320 FEET TO THE PLACE OF BEGINNING;

AND ALSO EXCEPTING A TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF THE SE 1/4 FROM WHICH POINT THE NORTHEAST CORNER OF SECTION 30 BEARS NORTH 2°26' EAST, A DISTANCE OF 2640.6 FEET; THENCE SOUTH 0°05' EAST, 1619.0 FEET TO A POINT ON THE SOUTH PROPERTY LINE; THENCE NORTH 60° 40' EAST, A DISTANCE OF 137.5 FEET TO A POINT ON THE EAST LINE OF SECTION 30; THENCE ALONG THE EAST LINE OF SECTION 30, NORTH 0°05' WEST, A DISTANCE OF 1551.8 FEET TO THE

NORTHEAST CORNER OF THE SE 1/4 OF SAID SECTION 30; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 SOUTH 89°55'30" WEST, A DISTANCE OF 120.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, AND ALSO EXCEPTING THAT TRACT OF LAND CONVEYED BY WARRANTY DEED RECORDED JULY 11, 2001 UNDER RECEPTION NO. 2865029, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP TWO NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP 2 NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION THIRTY BEARS S00° 20'40"W, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION THIRTY, N89° 43'26"E A DISTANCE OF 385.26 FEET; THENCE SOUTH 59°17'18"W A DISTANCE OF 180.22 FEET; THENCE S54° 56'22"W A DISTANCE OF 94.45 FEET; THENCE S63 34'06W A DISTANCE OF 172.35 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE ALONG SAID WEST LINE N00° 20'40"E A DISTANCE OF 221.16 FEET MORE OR LESS TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THAT PARCEL CONVEYED TO THE STATE HIGHWAY COMMISSION OF COLORADO IN DEED RECORDED FEBRUARY 3, 1964 UNDER RECEPTION NO. 1428041, COUNTY OF WELD, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND LOCATED IN THE SOUTHWEST (SW 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 350 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 69° WEST 416 FEET; THENCE SOUTH 28° 45' WEST 550 FEET; THENCE SOUTH 11° WEST 992 FEET; THENCE SOUTH 66° 24' EAST 920 FEET; THENCE DUE NORTH 1970 FEET TO THE PLACE OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

TC PROVINCE OF ALBERTA)
 ↓ STATE OF COLORADO)
) ss.
 ↓ COUNTY OF WELD ↓)
 TC CITY OF CALGARY)

(Signature of Circulator)

My commission expires on N/A

Kyle Cadieux
A Notary Public in and for the
Province of Alberta

EXHIBIT C
Water Rights Appurtenant to Property

<u>Water rights</u>	<u>Number of Shares</u>	<u>Certificate Number(s)</u>
N/A	N/A	N/A

RESOLUTION NO. 2024R014

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS THE EWING ANNEXATION AND SETTING THE PUBLIC HEARING FOR APRIL 16, 2024

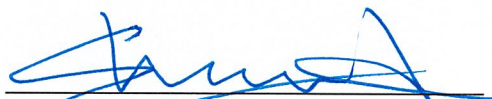
WHEREAS, the Fort Lupton City Council has reviewed the annexation petition submitted by Tricycle Lane Texas LLC for 155.92 acres, more or less, and known as the Ewing Annexation; and

WHEREAS, the Fort Lupton City Council finds the annexation petition to be complete and in substantial conformance with the requirements of C.R.S. 31-12-107 (1) as amended.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves this Resolution initiating annexation proceedings for the Ewing Annexation and sets the hearing date for April 16, 2024, to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 20th DAY OF FEBRUARY 2024.

City of Fort Lupton, Colorado



Zo Hubbard, Mayor

Attest:



Maricela Peña, City Clerk

Approved as to form:



Andy Ausmus, City Attorney





Planning & Building Department

1200 Dexter Unit W13
Fort Lupton, CO 80621

Phone: 720.928.4003
Fax: 303.857.0351

www.fortluptonco.gov

March 27, 2024

EWING ANNEXATION ANNEXATION IMPACT REPORT

Statement of Purpose

This Annexation Impact Report, which has been prepared pursuant to Section 31-12-108.5 of the Colorado Revised Statutes, is based on the Annexation Petition for an annexation known as the Ewing Annexation submitted by the Applicants, Tricycle Lane Texas and Lewicki and Associates. It is being reviewed and evaluated by the City of Fort Lupton staff, and is scheduled for review by the City of Fort Lupton Planning Commission on March 28, 2024 at 6:00 PM and City Council on April 16, 2024 at 6:00 PM. Please contact Todd Hodges or Magaly Morales in the Planning Department at the address on the header of this report, or at telephone number 720-928-4003, with any comments and/or questions.

Project Description

The property proposed for annexation is located in part of the Southeast Quarter of Section 30, Township 2 North, Range 66 West of the Sixth Principal Meridian, County of Weld, State of Colorado. The property is situated east and adjacent to Highway 85 and approximately 0.50 miles south of County Road 18 in Weld County, Colorado. The total acreage of the Ewing Annexation 155.92 acres, more or less. The annexation meets the 1/6th or 16.67% contiguity requirements set by State Statutes. The annexation map is attached along with the vicinity map.

Requested zoning for the properties proposed for annexation is 'A' Agriculture and is substantially compliant with City of Fort Lupton Zoning Regulations. The land is currently zoned Agricultural in Weld County.

This report is divided into six elements, which correspond to C.R.S. 31-12-108.5(1)(a) through (f) and are set forth as follows:

- (a) a map or maps of the municipality and adjacent territory to show the following:
 - (I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;
 - (II) The present streets, major trunk water lines, sewer interceptors, and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation and;
 - (III) The existing and proposed land use pattern in the areas to be annexed.

- (b) a copy of any draft of the annexation agreement, if available;
- (c) a statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;
- (d) a statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;
- (e) a statement identifying existing districts within the area to be annexed;
- (f) a statement on the effect of annexation upon local public school district systems including the estimated number of students generated and the capital construction required to educate such students.

The following maps* have been attached as required in subparagraph (a) of C.R.S. Section 31-12-108.5:

- The present and proposed boundaries of the City of Fort Lupton in the immediate vicinity of the proposed annexation;
- The present streets, major water transmission mains, primary sanitary sewer outfalls, storm drainage infrastructure, ancillary utility mainlines, irrigation canals and ditches, and the proposed extension of such streets and utility services in the vicinity of the proposed annexation;
- The existing and proposed land use pattern in the area. The existing land use pattern is agricultural and residential.

In addition, pursuant to the requirements of subparagraphs (b) through (f), inclusive of said section, the following items have been addressed or presented:

- (a) A final Annexation Agreement and Annexation Ordinance shall be submitted to the Weld County Clerk and Recorder for recording and to the Weld County Attorney, upon request.
- (b) The plans of the City of Fort Lupton for extending municipal services to, or otherwise providing for, municipal services to the subject property to be annexed as follows:
 1. **On-Site / Off-Street Improvements:** The annexation agreement will address any future improvements.
 2. **Dry Utilities to Service Property:** Electrical, telephone, cable television and natural gas facilities are located in the vicinity of the property or already serving the property to be annexed.
 3. **Water Transmission and Sanitary Sewer Interceptors:** Water is existing from a well. Sanitary is through existing septic. The proposed land uses of mining and water storage don't require City water or sewer services at this time.
 4. **Police, Fire, and Other City Services:** Police protection will be provided by the City of Fort Lupton. Fire protection will be provided by the Fort Lupton Fire Protection District.
 5. **Water Distribution and Sewer Collection:** At the time of development that requires it, the developer of the property will be responsible for all construction of any required water and sanitary sewer systems in accordance with the City's Standards or agreements

with other service providers and Specifications for on-site services. This item will be addressed in the annexation agreement.

6. **Storm Drainage:** Storm drainage should not be negatively impacted.
 7. **Public Lands / Open Space:** The dedication of public lands and open space will be addressed in the annexation agreement.
 8. **Public Facility Extension:** The City does not anticipate that there will be a need for the Applicants to extend or construct any offsite public facilities, i.e. recreation centers, etc., for the annexation and initial zoning.
- (c) In the event that property is developed further and the extension of municipal services to the annexed property is required, the development of future water, sewer, and storm water infrastructure shall be accomplished by one or more of the following Financing Methods:
1. Development Fees and Surcharges collected by the City of Fort Lupton;
 2. Direct Developer Financing;
 3. Metropolitan Districts;
 4. Special Improvement Districts; and/or
 5. Otherwise by agreement between City and the Developer as deemed appropriate.
- (d) Consistent with C.R.S. 31-12-108.5, the Districts and all taxing entities are identified with the current 2023 property tax mill levy attached hereto.
- (f) This current annexation and zoning should not have any negative impact on the Weld County RE-8 Fort Lupton School District. Any future development proposals will be sent to the School District for review and comments. The School District has received a referral request for their review and comment.

****Please contact Magaly Morales at mmtejada@fortluptonco.gov or 720-928-4003 to request any of the provided maps in a larger format or in electronic format.***

Attachments:

1. Annexation map and vicinity map with Fort Lupton boundary
2. Comprehensive Plan Land Use Map
3. Zoning map
4. Water maps
5. Wastewater maps
6. Storm drainage study area maps
7. Storm sewer map
8. Irrigation canals and ditches map
9. Ultimate Roadway Network Map
10. 2023 Tax Levies Weld County, Colorado



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on **the 13th day of March, 2024**, a true and correct copy of the foregoing Notice of Public Hearings for the **Ewing Annexation and Special Use Permit** was sent via United States Mail, postage pre-paid, to the following addresses:

E & J ROCKY MOUNTAIN PROPERTIES
LLC
12608 WATERSIDE LN
LONGMONT, CO 805045252
WELD-85
8791 CIRCLE DR
WESTMINSTER, CO 800313675

GEN III ENTERPRISES LLC
1195 TURQUOISE DR
LONGMONT, CO 805047304

TRICYCLE LANE TEXAS LLC
10100 DALLAS ST
HENDERSON, CO 806408491

SAKATA LAND CO
P O BOX 508
BRIGHTON, CO 80601050

AURORA CITY OF
15151 E ALAMEDA PKWY # 3600
AURORA, CO 800121555

TRICYCLE LANE TEXAS LLC
10100 DALLAS ST
HENDERSON, CO 806408491

BACHOFER ROSS
7525 US HIGHWAY 85
FORT LUPTON, CO 806218809

AURORA CITY OF
15151 E ALAMEDA PKWY # 3600
AURORA, CO 800121555

RANKIN PENNY J
12331 COUNTY ROAD 14 1/2
FORT LUPTON, CO 806218814

OTTESEN MARK C (60%)
PO BOX 461
SALIDA, CO 812010461

MARTINEZ HUMBERTO CALDERON
7493 US HIGHWAY 85
FORT LUPTON, CO 806218809

AURORA CITY OF
15151 E ALAMEDA PKWY STE 3600
AURORA, CO 800121555

LG EVERIST INC
350 S MAIN AVE STE 400
SIOUX FALLS, SD 571046312

LG EVERIST INC
350 S MAIN AVE STE 400
SIOUX FALLS, SD 571046312

SOUTH PLATTE VALLEY HISTORICAL SOCIETY
PO BOX 633
FT LUPTON, CO 806210633

STRANGE BRONN
12335 COUNTY ROAD 14 1/2
FORT LUPTON, CO 806218814

BARRON JESUS
PO BOX 888
FORT LUPTON, CO 806210888

COLORADO - DEPT OF HIGHWAYS
4201 E ARKANSAS AVE
DENVER, CO 802223406

WRIGHT INVESTMENT GROUP INC
3814 CHEYENNE DR
GREELEY, CO 806349337

Magaly Morales-Tejada

City Official



Planning & Building

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

Phone: 720.928.4003
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 an Annexation and Special Use Permit referred to as the Ewing Annexation and Special Use Permit located west and adjacent to Highway 85 and approximately .5 mile south of County Road 18 in Weld County, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, March 28, 2024, at 6:00 P.M., and before the City Council on Tuesday, April 16, 2024, at 6:00 P.M. or as soon as possible thereafter.

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Further information is available through the City Planning and Building Department at (720) 928-4003

ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT BIT.LY/FLDEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: EWING ANNEXATION AND SPECIAL USE PERMIT

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

The Ewing Gravel Pit is located directly north of Fort Lupton in Weld County, CO in part of the Southeast $\frac{1}{4}$ (SE $\frac{1}{4}$) of Section 30, Township 2 North, Range 66 West, of the 6th Principal Meridian (PM) and part of the East $\frac{1}{2}$ (E $\frac{1}{2}$) of the Southwest $\frac{1}{4}$ (SW $\frac{1}{4}$) of Section 30, Township 2 North, Range 66 West, of the 6th Principal Meridian (PM). The legal description is as follows:

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PARCEL A:

THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., EXCEPT THE TRACT OF LAND CONVEYED IN QUIT CLAIM DEED RECORDED MARCH 13, 1967 UNDER RECEPTION NO. 1501076, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY COLORADO, DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SE $\frac{1}{4}$; THENCE NORTH ALONG THE EAST LINE OF SAID SE $\frac{1}{4}$, A DISTANCE OF 1082.00 FEET; THENCE S60°45'W, A DISTANCE OF 135.41 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF U.S. HIGHWAY NO. 85, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE S58° 45'W, A DISTANCE OF 211.18 FEET; THENCE S55°03'W A DISTANCE OF 454.35 FEET; THENCE NORTH 89°19'30"W, A DISTANCE OF 405.42 FEET TO A POINT ON THE CENTERLINE OF THE

PLATTEVILLE DITCH; THENCE ALONG SAID CENTERLINE BY THE FOLLOWING COURSES AND DISTANCES;

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THENCE S01 ° 07'E, 304.28 FEET;

S49°40'30"E, 65.07 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF THE SE1/4 SECTION 30; THENCE N89° 51'E ALONG SAID SOUTH LINE, A DISTANCE OF 1366.39 FEET TO A POINT ON THE WESTERLY R.O.W. OF U.S. HIGHWAY NO. 85; THENCE NORTH ALONG SAID R.O.W. LINE, A DISTANCE OF 1015. 84 FEET TO THE TRUE POINT OF BEGINNING.

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March 13, 2024

Greeley Tribune
Attention: Legal Publications

Please publish the following Notice on four consecutive weeks in the Greeley Tribune starting with the **March 14, 2024** issue and followed by the **March 21, 2024; March 28, 2024 and April 4, 2024** issues.

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BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP 2 NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION THIRTY BEARS S00° 20'40"W, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION THIRTY, N89° 43'26"E

A DISTANCE OF 385.26 FEET; THENCE SOUTH 59°17'18"W A DISTANCE OF 180.22 FEET; THENCE S54° 56'22"W A DISTANCE OF 94.45 FEET; THENCE S63 34'06W A DISTANCE OF 172.35 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE ALONG SAID WEST LINE N00° 20'40"E A DISTANCE OF 221.16 FEET MORE OR LESS TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THAT PARCEL CONVEYED TO THE STATE HIGHWAY COMMISSION OF COLORADO IN DEED RECORDED FEBRUARY 3, 1964 UNDER RECEPTION NO. 1428041, COUNTY OF WELD, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND LOCATED IN THE SOUTHWEST (SW 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 350 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 69° WEST 416 FEET; THENCE SOUTH 28° 45' WEST 550 FEET; THENCE SOUTH 11° WEST 992 FEET; THENCE SOUTH 66° 24' EAST 920 FEET; THENCE DUE NORTH 1970 FEET TO THE PLACE OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO

**CITY OF FORT LUPTON
NOTICE OF PUBLIC HEARING**

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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 (720) 928-4003

ALL INTERESTED PERSONS MAY ATTEND.

LEGAL DESCRIPTION

The Ewing Gravel Pit is located directly north of Fort Lupton in Weld County, CO in part of the Southeast ¼ (SE ¼) of Section 30, Township 2 North, Range 66 West, of the 6th Principal Meridian (PM) and part of the East ½ (E ½) of the Southwest ¼ (SW ¼) of Section 30, Township 2 North, Range 66 West, of the 6th Principal Meridian (PM). The legal description is as follows:

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A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY COLORADO, DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE NORTH ALONG THE EAST LINE OF SAID SE1/4, A DISTANCE OF 1082.00 FEET; THENCE S60°45'W, A DISTANCE OF 135.41 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF U.S. HIGHWAY NO. 85, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE S58° 45'W, A DISTANCE OF 211.18 FEET; THENCE S55°03'W A DISTANCE OF 454.35 FEET; THENCE NORTH 89°19'30"W, A DISTANCE OF 405.42 FEET TO A POINT ON THE CENTERLINE OF THE PLATTEVILLE DITCH; THENCE ALONG SAID CENTERLINE BY THE FOLLOWING COURSES AND DISTANCES;

S32°57'W, 57.98 FEET;

S46°21'W, 200.00 FEET;

S59°36'W, 115.00 FEET;

S84°25'45"W, 145.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.62 FEET (THE RADIUS OF SAID CURVE IS 48.64 FEET AND THE DELTA IS 85°32'45");

THENCE S01 ° 07'E, 304.28 FEET;

S49°40'30"E, 65.07 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF THE SE1/4 SECTION 30; THENCE N89° 51'E ALONG SAID SOUTH LINE, A DISTANCE OF 1366.39 FEET TO A POINT ON THE WESTERLY R.O.W. OF U.S. HIGHWAY NO. 85; THENCE NORTH ALONG SAID R.O.W. LINE, A DISTANCE OF 1015. 84 FEET TO THE TRUE POINT OF BEGINNING.

AND ALSO EXCEPTING A TRACT OF LAND SITUATED IN SE1/4 OF SAID SECTION 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4; THENCE DUE EAST 720 FEET; THENCE NORTH 66° 24' WEST 810 FEET; THENCE SOUTH 320 FEET TO THE PLACE OF BEGINNING;

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AND ALSO EXCEPTING THAT TRACT OF LAND CONVEYED BY WARRANTY DEED RECORDED JULY 11, 2001 UNDER RECEPTION NO. 2865029, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP TWO NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Legal Notice No. FLP1021

First Publication: March 28, 2024

Last Publication: April 11, 2024

Publisher: Fort Lupton Press

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PS Form 3800, April 2015 PSN 7530-02-000-9047

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City, State, ZIP+4®

BRIGHTON CO 80601

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1150 O STREET

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GREELEY CO 80631

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Weld County RE-8 School District

Street and Apt. No., or PO Box No.

301 Kanolds St.

City, State, ZIP+4®

Fort Lupton, CO 80621

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Greeley CO 80634

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Fort Lupton, Fox Protection District

Street and Apt. No. or PO Box No.

1121 Denver Ave

City, State, ZIP+4®

Fort Lupton, CO 80621



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Planning & Building

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

Phone: 720.928.4003
Fax: 303.857.0351

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ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT BIT.LY/FLDEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: EWING ANNEXATION AND SPECIAL USE PERMIT

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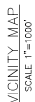
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A part of the South Half of Section 30
Township 2 North, Range 66 West of the 6th Principal Meridian
County of Weld, State of Colorado

[illegible]

Total perimeter of the parcel considered for annexation = 10,524'
One-sixth of total perimeter required for annexation = 1,754'
Perimeter contiguous with existing city limits = 8,431', exceeds the 1/6 contiguity required
Area = 150.92 acres

Know All Men By These Presents, that Tricycle Lane Texas LLC, a Limited Liability Company, being the sole owners of the land described herein, have caused said land to be annexed under the name of Ewing Annexation Map.

Owner _____ assigned this _____ day of _____, 202____,

State of Colorado)
County of Weld)

PLANNING COMMISSION RECOMMENDATION:

This is to certify that the annexation map of the property described herein was recommended to the Fort Lupton City Council via Resolution No. _____.

Chairperson, Fort Lupton
Planning Commission

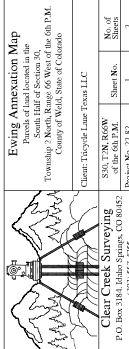
This is to certify that the annexation map of the property described herein was approved by Ordinance No. _____ of the City of Fort Lupton passed and adopted on the day of _____ A.D., 202____, and that the Mayor and the City of Fort Lupton, as authorized by Ordinance No. _____ on _____ of the City of Fort Lupton, hereby acknowledges and adopts the said annexation map upon which this certificate is endorsed for all purposes indicated therein.

Approved this _____ day of _____, 202____.

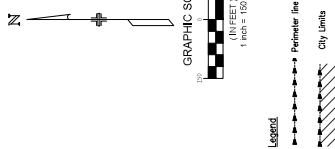
Mayor

Tricycle Lane Texas LLC
0100 Dallas St
Henderson, CO 80640-8491
970)356-7523

I, Weston D. Spears, a Professional Land Surveyor registered in the State of Colorado, hereby certify that this annexation map was made in accordance with applicable standards of practice, was prepared under my responsible and is accurate to the best of my professional knowledge, information and belief. This is not a warranty or warranty, either expressed or implied.



A part of the South Half of Section 30
Township 2 North, Range 66 West of the 6th Principal Meridian
County of Weld, State of Colorado



	Ewing Annexation Map Parcels of land located in the South Half of Section 30, Township 2 North, Range 66 West of the 6th P.M. County of Weld, State of Colorado		Client: Trivette Lane Feas LLC \$50,718.46/60 of the 6th P.M.	No. of Sheets
	Clear Creek Surveying P.O. Box 3184, Idaho Springs, CO 80452		Sheet No.	

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

We, the undersigned landowners, in accordance with Colorado law, hereby petition the City of Fort Lupton and its City Council for annexation to the City of Fort Lupton of the unincorporated territory, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Weld and the State of Colorado, and to be known as the Ewing Annexation to the City of Fort Lupton.

As part of this petition, your petitioners further state to the City Council that:

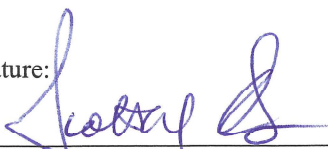
1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Fort Lupton.
 - b. A community of interest exists between the area proposed to be annexed and the City of Fort Lupton.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Fort Lupton.
 - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way.
 - ii. Comprises twenty acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - f. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality.
 - g. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - h. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - i. The territory to be annexed is 155.92 acres, more or less, in total area.

- j. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.
 - k. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - l. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
 4. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.
 5. The zoning classification requested for the area proposed to be annexed is ___'A' Agriculture___, as shown on the annexation map attached hereto and incorporated herein.
 6. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation. The parties shall work together in good faith to negotiate and execute a final version of the Annexation Agreement. If the parties cannot mutually agree upon the form of such agreement, Petitioner may, in its sole discretion, withdraw this Petition without any penalty or prejudice at any time.
 7. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion **at such time that municipal water is necessary to serve current or future development on the property.** At such time, the Owner shall complete a water study at the Owner's expense as requested by the City or applicable water provider(s). Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and

special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

8. The non-refundable annexation application fee of \$2500 is tendered herewith.

THEREFORE, the undersigned respectfully petition(s) the City Council of the City of Fort Lupton, to annex the territory described and referred to in Exhibit A to the City of Fort Lupton in accordance with and pursuant to the statutes of the State of Colorado.

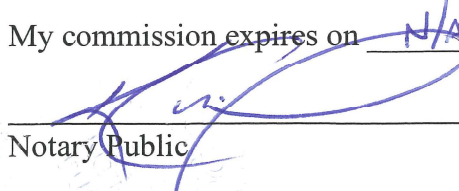
1	Land Owner Name: TRICYCLE LANE TEXAS, LLC Signature: 	Mailing Address (street, city, state, ZIP): 10100 DALLAS STREET, HENDERSON, CO 80640-8491 Date of signing: February 15, 2024
2	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
3	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
4	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP Code): Date of signing:

(Additional sheets may be attached if necessary.)

The foregoing signature(s) was/were subscribed and sworn to before me this 15th day of FEBRUARY, 2024, by Scott M. Burns as Manager of Tricycle Lane Texas, LLC

Witness my hand and official seal.

My commission expires on N/A.


Notary Public

Kyle Cadieux

A Notary Public in and for the
Province of Alberta

Exhibit A

[Exhibit A to the Annexation Petition should exclude public right of way. If necessary, attach separate sheet(s).]

Land Owned by Land Owner 1:

A PLAT OF A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,

EXCEPT THE TRACT OF LAND CONVEYED IN QUIT CLAIM DEED RECORDED MARCH 13, 1967 UNDER RECEPTION NO. 1501076, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY COLORADO, DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE NORTH ALONG THE EAST LINE OF SAID SE1/4, A DISTANCE OF 1082.00 FEET; THENCE S60°45'W, A DISTANCE OF 135.41 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF U.S. HIGHWAY NO. 85, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S58° 45'W, A DISTANCE OF 211.18 FEET; THENCE S55°03'W A DISTANCE OF 454.35 FEET; THENCE NORTH 89°19'30"W, A DISTANCE OF 405.42 FEET TO A POINT ON THE CENTERLINE OF THE PLATTEVILLE DITCH; THENCE ALONG SAID CENTERLINE BY THE FOLLOWING COURSES AND DISTANCES;

S32°57'W, 57.98 FEET;

S46°21'W, 200.00 FEET;

S59°36'W, 115.00 FEET;

S84°25'45"W, 145.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.62 FEET (THE RADIUS OF SAID CURVE IS 48.64 FEET AND THE DELTA IS 85°32'45");

THENCE S01 ° 07'E, 304.28 FEET;

S49°40'30"E, 65.07 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF THE SE1/4 SECTION 30; THENCE N89° 51'E ALONG SAID SOUTH LINE, A DISTANCE OF 1366.39 FEET TO A POINT ON THE WESTERLY R.O.W. OF U.S. HIGHWAY NO. 85; THENCE NORTH ALONG SAID R.O.W. LINE, A DISTANCE OF 1015.84 FEET TO THE TRUE POINT OF BEGINNING.

AND ALSO EXCEPTING A TRACT OF LAND SITUATED IN SE1/4 OF SAID SECTION 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4; THENCE DUE EAST 720 FEET; THENCE NORTH 66° 24' WEST 810 FEET; THENCE SOUTH 320 FEET TO THE PLACE OF BEGINNING;

AND ALSO EXCEPTING A TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF THE SE 1/4 FROM WHICH POINT THE NORTHEAST CORNER OF SECTION 30 BEARS NORTH 2°26' EAST, A DISTANCE OF 2640.6 FEET; THENCE SOUTH 0°05' EAST, 1619.0 FEET TO A POINT ON THE SOUTH PROPERTY LINE; THENCE NORTH 60° 40' EAST, A DISTANCE OF 137.5 FEET TO A POINT ON THE EAST LINE OF SECTION 30; THENCE ALONG THE EAST LINE OF SECTION 30, NORTH 0°05' WEST, A DISTANCE OF 1551.8 FEET TO THE

NORTHEAST CORNER OF THE SE 1/4 OF SAID SECTION 30; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 SOUTH 89°55'30" WEST, A DISTANCE OF 120.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, AND ALSO EXCEPTING THAT TRACT OF LAND CONVEYED BY WARRANTY DEED RECORDED JULY 11, 2001 UNDER RECEPTION NO. 2865029, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP TWO NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP 2 NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION THIRTY BEARS S00° 20'40"W, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION THIRTY, N89° 43'26"E A DISTANCE OF 385.26 FEET; THENCE SOUTH 59°17'18"W A DISTANCE OF 180.22 FEET; THENCE S54° 56'22"W A DISTANCE OF 94.45 FEET; THENCE S63 34'06W A DISTANCE OF 172.35 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE ALONG SAID WEST LINE N00° 20'40"E A DISTANCE OF 221.16 FEET MORE OR LESS TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THAT PARCEL CONVEYED TO THE STATE HIGHWAY COMMISSION OF COLORADO IN DEED RECORDED FEBRUARY 3, 1964 UNDER RECEPTION NO. 1428041, COUNTY OF WELD, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND LOCATED IN THE SOUTHWEST (SW 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 350 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 69° WEST 416 FEET; THENCE SOUTH 28° 45' WEST 550 FEET; THENCE SOUTH 11° WEST 992 FEET; THENCE SOUTH 66° 24' EAST 920 FEET; THENCE DUE NORTH 1970 FEET TO THE PLACE OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

AFFIDAVIT OF CIRCULATOR

TC ✓ PROVINCE OF ALBERTA
✓ ~~STATE OF COLORADO~~)
)ss.
TC ✓ ~~COUNTY OF WELD~~)
CITY OF CALGARY

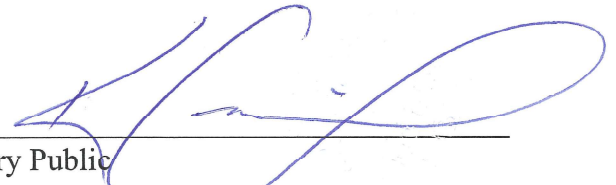
TRAVIS COATES, being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.


(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 15th day of FEBRUARY, 2024, by TRAVIS COATES.

Witness my hand and official seal.

My commission expires on N/A.


Notary Public
Kyle Cadieux
A Notary Public in and for the
Province of Alberta



SUBJECT FOR DISCUSSION

Adopting an Ordinance to Initially Zone Land Legally Described in Exhibit A of the Proposed Ordinance, and Known as the Ewing Initial Zoning, to the 'A' Agricultural Zone District

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Lewicki and Associates as the representative for Tricycle Lane Texas LLC (the "Applicants") have submitted a request for initial zoning of certain land identified in Exhibit A of the Ordinance to the 'A' Agricultural Zone District. The property to be zoned is located west and adjacent to Highway 85 and approximately 0.50 miles north from County Road 14.5 (Parcel Nos. 130930000007 & 130930000039).

FINANCIAL CONSIDERATIONS

The applicant has paid all applicable land use application fees and are covering ongoing review expenses.

LEGAL/POLITICAL CONSIDERATIONS

All notification requirements were met, including posting notice of the hearings on the Property at least 15 days prior to this public hearing, mailing notice to property owners within 500 feet of the site (only required 300 feet by the Code, but notice was sent with the notice of annexation, which requires a 500 foot notice) and publishing notice of the hearing at least fifteen days prior to the hearing.

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

- a) Adopt the Ordinance.
- b) Do not adopt the Ordinance.

STAFF RECOMMENDATIONS

Staff recommends conditional approval of the proposed Ordinance annexing land legally described in Exhibit A of the proposed Ordinance and approving the annexation agreement.

Attachments:

- a. Proposed Ordinance
- b. Planning Commission Resolution
- c. Planning Commission Minutes
- d. Project Narrative
- e. Annexation Map
- f. Legal Notifications

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO. 2024-xxxx

INTRODUCED BY:

ADOPT ORDINANCE 2024-xxxx INITIALLY ZONING LAND KNOWN AS THE EWING INITIAL ZONING, LEGALLY DESCRIBED IN EXHIBIT A, TO THE 'A' AGRICULTURAL ZONE DISTRICT.

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

WHEREAS, under the procedures detailed in Section 16-9 of the Fort Lupton Municipal Code, the Applicant, Tricycle Lane Texas LLC, submitted a request to initially zone 155.92± acres of land more particularly described in Exhibit A.

WHEREAS, the Planning Commission held a public hearing on the zone request on March 28, 2024, and recommended approval to City Council of the initial zoning of land described in Exhibit A to the 'A' Agricultural Zone District, with all the uses-by-right allowed in said district.

WHEREAS, the City Council, after public notice and hearing, and consideration of the Planning Commission recommendation, declares that the official zoning map be amended to reflect the initial zone on the property described in Exhibit A of this Ordinance to the 'A' Agricultural Zone District, and that the Ordinance is hereby approved.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 16th day of April 2024.

PUBLISHED in the Fort Lupton Press the 25th day of April 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 7th day of May 2024.

PUBLISHED BY TITLE ONLY the 16th day of May 2024.

EFFECTIVE (after publication) the 15th day of June 2024.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

A PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, WHENCE THE CENTER QUARTER CORNER THEREOF BEARS S89°18'36"W, A DISTANCE OF 385.20 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE ALONG SAID NORTH LINE N89°18'36"E, A DISTANCE OF 2,155.68 FEET TO THE WEST LINE OF STATE HIGHWAY NO. 85; THENCE ALONG SAID LINE S00°33'45"E, A DISTANCE OF 1,621.38 FEET; THENCE DEPARTING SAID LINE S58°17'41"W, A DISTANCE OF 207.66 FEET; THENCE S54°32'32"W, A DISTANCE OF 454.35 FEET; THENCE N89°56'38"W, A DISTANCE OF 405.32 FEET; THENCE S32°38'07"W, A DISTANCE OF 58.11 FEET; THENCE S45°50'31"W, A DISTANCE OF 199.99 FEET; THENCE S59°02'29"W, A DISTANCE OF 114.65 FEET; THENCE S83°51'44"W, A DISTANCE OF 144.55 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 72.62 FEET, HAVING A RADIUS OF 48.64 FEET AND A CENTRAL ANGLE OF 85°32'45"; THENCE S01°41'01"E, A DISTANCE OF 302.49 FEET; THENCE S50°00'59"E, A DISTANCE OF 68.91 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 30; THENCE ALONG SAID LINE S89°17'40"W, A DISTANCE OF 482.76 FEET; THENCE DEPARTING SAID LINE N66°44'01"W, A DISTANCE OF 1,701.34 FEET; THENCE N10°55'47"E, A DISTANCE OF 992.00 FEET; THENCE N28°40'47"E, A DISTANCE OF 550.00 FEET; THENCE N68°55'47"E, A DISTANCE OF 416.00 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 30; THENCE ALONG SAID LINE N00°05'52"W, A DISTANCE OF 128.84 FEET; THENCE DEPARTING SAID LINE N63°09'23"E, A DISTANCE OF 172.35 FEET; THENCE N54°31'39"E, A DISTANCE OF 94.45 FEET; THENCE N58°52'35"E, A DISTANCE OF 180.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 155.92 ACRES, MORE OR LESS.

RESOLUTION NO. P2024-~~xxx~~⁰⁰³

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF AN ANNEXATION KNOWN AS THE EWING ANNEXATION AND INITIAL ZONING TO THE 'A' AGRICULTURE ZONE DISTRICT FOR LAND LEGALLY DESCRIBED IN EXHIBIT A.

WHEREAS, the Planning Commission held a public hearing on March 28, 2024, for the purpose of reviewing an application submitted by Tricycle Lane Texas LLC and BURNCO Colorado LLC for an annexation, known as the Ewing Annexation and Initial Zoning to the 'A' Agriculture Zone District; and

WHEREAS, after review of the application and supporting information, the Planning Commission finds that the annexation and initial zoning conforms to Colorado Revised Statutes and City codes and policies therein, and

WHEREAS, all legal requirements for the public hearing have been met including publication of the legal notice in the Fort Lupton Press, mailing of public hearing notices to adjacent property owners within 500 feet, and posting of the hearing on the site.

NOW THEREFORE BE IT RESOLVED, the Planning Commission has taken into consideration all referral comments and any citizen testimony in response to this application. Based upon the facts presented on this date, the Planning Commission hereby recommends approval of the annexation known as the Ewing Annexation and Initial Zoning to the 'A' Agriculture Zone District, conditional upon the following:

- I. Prior to recording the annexation map:
 - A. Any redline comments provided by City Staff shall be made to the annexation map.
 - B. Applicant shall provide written acknowledgement of the comments from the City Engineer.

DONE THIS 28th DAY OF MARCH, 2024, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.


Chairman

ATTEST:



Planning Director

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
March 28, 2024**

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, March 28, 2024.

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

ROLL CALL

Commissioners Present: Chair Mike Simone, Members Kathy Kvasnicka, Shannon Rhoda, Zachary Potter, and Paul Witmer. Chair Member Jimmy Dominguez attended virtually via GoToMeeting

City Staff Present: Planning Director, Todd Hodges, Planner Magaly Morales, City Engineer David Rausch, and Planning Administrative Assistant Beyza Kirmizi.

APPROVAL OF AGENDA

Commissioner Kvasnicka moved to approve the agenda, Commissioner Potter seconded.

CONSENT AGENDA

Commissioner Kvasnicka moved to approve the consent agenda, Commissioner Potter seconded.

PUBLIC COMMENT

There were no public comments.

PUBLIC HEARINGS

There were no public hearing items.

RECUSAL

Commissioner Rhoda recuses herself for the remainder of the meeting.

ACTION ITEMS

- a. P2024-003 A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of an Annexation Known as the Ewing Annexation and Initial Zoning to the 'A' Agriculture Zone District
- b. P2024-004 A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of a Special Use Permit for a Sand and Gravel Pit, Known as the Ewing Special Use Permit

Planner Magaly Morales presented the application submitted by Lewicki and Associates and BURNCO Colorado LLC, with BURNCO Colorado LLC representing Tricycle Lane Texas LLC. Ms. Morales stated that

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
March 28, 2024

the application consists of two items for the same property. The first item being an Annexation known as the Ewing Annexation and Initial Zoning to the 'A' Agriculture Zone District and the second item being a special use permit application for sand and gravel operation known as Ewing Special Use Permit. The application is being represented by Ben Langenfeld with Lewicki and Associates and Devon Glosser with BURNCO Colorado LLS. The site consists of two parcels located west and adjacent to Highway 85, approximately 0.50 mile south of County Road 18. The total area that will be annexed is approximately 156 acres, of which 116 acres will be used for mining operation. The Future Land Use map designates the area as a Mineral Zone as the area likely contains significant aggregate resources and State Law prohibits any surface development until aggregate has been extracted. Therefore, the use aligns with Fort Lupton's Comprehensive Plan. The annexation agreement calls for a future trail easement, which will be delineated along the western boundaries of the property. The proposal states a reclamation of the mining operation, which will convert the site to water storage ponds surrounded by rangeland. All notification requirements have been met.

Ben Langenfeld with Lewicki and Associates and BURNCO Colorado was in attendance to give a presentation. Mr. Langenfeld stated that the property consists of a Lower and Upper Terrace, divided by the Platteville Ditch that runs through the site. The temporary land use consists of a 10-year mining plan, beginning with building slurry walls to ensure mining does not affect the local aquifer. Additionally, to minimize the impact of the mine and any offsite surface water impact, mining will occur in different steps, starting with mining out Pod 1 and Pod 2, which are located in the Lower Terrace. Followed by Pod 3 located in the Upper Terrace and in the processing area. The final land use after reclamation will be fresh water storage and reclaimed dryland from the processing area. Mr. Langenfeld emphasized that they will be staying away from the Wildlife, found in the riparian area, west of Pod 1. The mining plan has been approved by the Colorado Division of Reclamation of Mining and Safety. Accesses will be Right-out and Right-in only, on Highway 85, to prevent traffic initiated by the site. The operation plan also includes different methods to keep dust, odor and disturbances to a minimum.

Chair Simone opened up for public comments at 6:25pm.

- A gentleman from the South Platte Valley Historical Society speaks in favor of the project.

Chair Simone closes public comment at 6:25pm.

Chair Simone opened up for commissioner comments at 6:26pm.

Commissioners discussed:

- The entirety of the mining plan length.
- What, if any, work would be conducted outside working hours and how that would be handled.
- Trail connectivity.
- Project costs.
- Options for construction material partnership.
- Wildlife fencing.
- Reclamation plan.
- Long-term traffic plans.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
March 28, 2024**

Commissioner Witmer moved to approve P2024-003 (A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of an Annexation Known as the Ewing Annexation and Initial Zoning to the 'A' Agriculture Zone District), Commissioner Kvasnicka seconded the motion.

Motion passed unanimously on roll call votes.

Commissioner Potter moved to approve P2024-004 (A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of a Special Use Permit for a Sand and Gravel Pit, known as the Ewing Special Use Permit), Commissioner Witmer seconded the motion.

Motion passed unanimously on a roll call vote.

FUTURE BUSINESS

There are no meetings scheduled for the month of April.

ADJOURNMENT

Vice-Chair White moved to adjourn the meeting at 6:43 PM.

Submitted by

Beyza Kirmizi
Planning Administrative Assistant

Approved by Planning Commission

Mike Simone
Chair

Introduction

BURNCO Colorado, LLC (BURNCO) is proposing a new sand and gravel mining operation on a property near Fort Lupton, CO. It is located just north of Fort Lupton in unincorporated Weld County. The property's current primary use is for agriculture. BURNCO is proposing that the site be mined for sand and gravel for approximately 10 years, then be converted to wildlife habitat and freshwater storage. The site is currently being annexed into Fort Lupton. The proposed permit area is 156.7 acres, of which approximately 116 acres will be disturbed for mining. The sand and gravel will be mined and processed for the use in construction materials such as crushed and washed rock, gravel, road base, sand, concrete, and asphalt. These materials will help support the local construction industry of Fort Lupton and Weld County. BURNCO has a history of mining for construction materials in the Weld County and greater Colorado area.

A vicinity map of the Ewing Gravel Pit and its surroundings is shown in Figure 1 below. The proposed permit boundaries are shown, as well as the proposed site access road from County Road 14 ½.

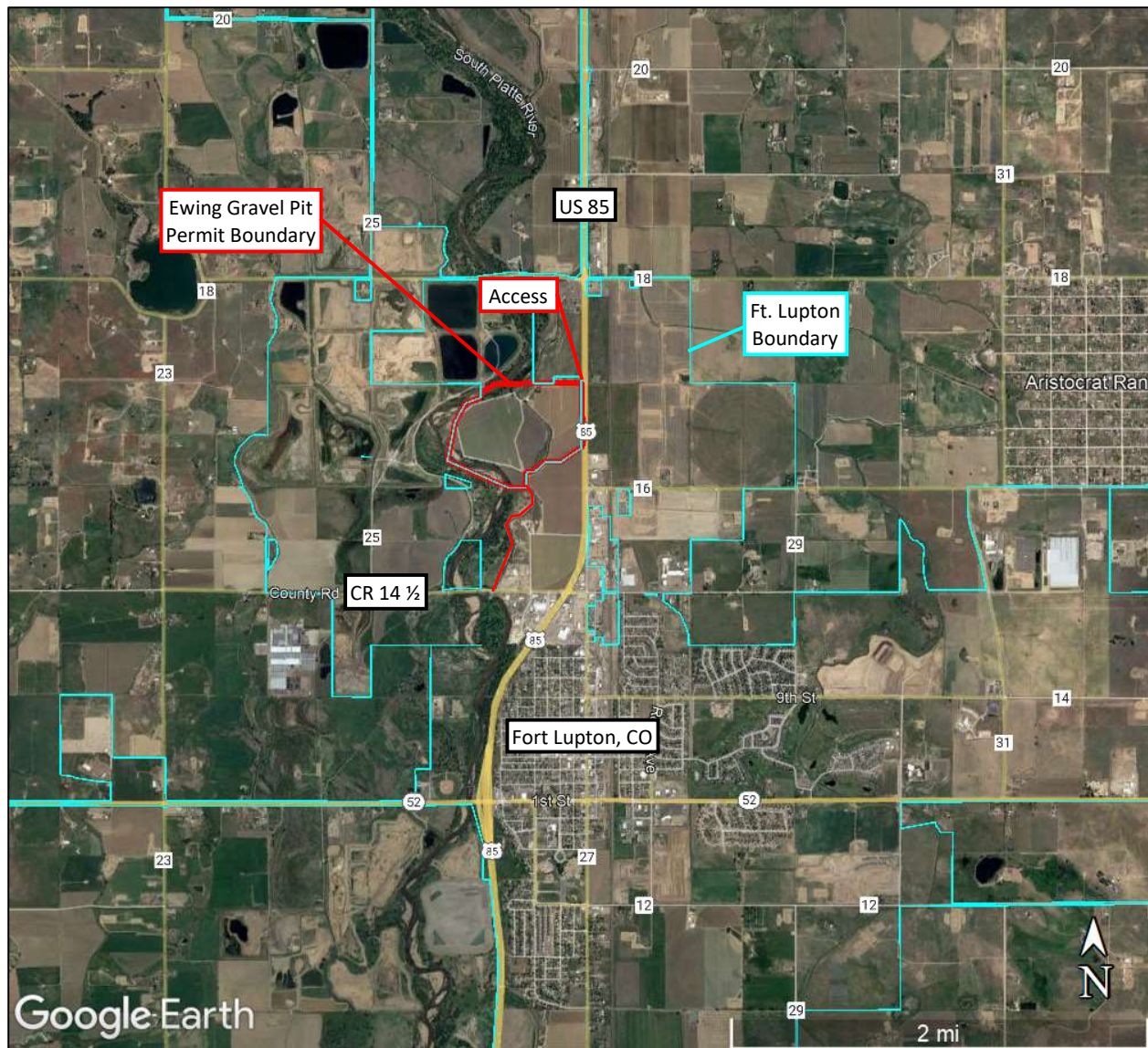


Figure 1. Vicinity Map

1. Property Description & Existing Conditions

The proposed site for the Ewing Gravel Pit is located just north of Fort Lupton in Weld County, Colorado. It is bounded by U.S. Highway 85 to the east, and the South Platte River to the west. The site is composed of two terraces being used for agriculture and oil production. The upper terrace is in the western portion of the site adjacent to Highway 85. The lower terrace is in the eastern portion of the site adjacent to the South Platte River. The terraces are divided by the Platteville Ditch running south to north through the center of the property. The site is currently accessed via the gravel road in the northeast of the property, directly off of Highway 85.

A residence and a few sheds are located in the north of the site. Several utilities including ditches, electric, telephone, gas and water lines cross the site in various locations. Numerous small gravel roads already exist at the site to provide access to the agricultural fields and oil production wells. Six oil wells, some shut in and some still active, are present at the site. These are accompanied by storage structures and gas pipelines scattered throughout the site. The Platteville Ditch runs south to north on the easternmost extent of the lower terrace. Many groundwater wells accompanied by water pipelines are present on the site for monitoring, residential, and commercial uses. Xcel Energy makes use of the site through six groundwater wells along the South Platte River that pump water to their nearby power plant. The surrounding neighbors include residences and an agricultural operation to the north; Highway 85, open space, a waterworks supplier, and an RV dealer to the east; agriculture, residences, and a shooting range to the south; and the South Platte River and Everist's gravel mining operations to the west.

The only known environmental hazard on the site is that the lower terrace is within the floodplain and partially within the floodway of the South Platte River. The floodplain/floodway boundary is shown on the CDRMS Maps in Appendix 1. A discussion on the impact of mining on this floodway is provided in the Drainage Report. No other environmental hazards or conditions of importance are present at the site.

2. Suitability with Zoning & Fort Lupton Comprehensive Plan

The property is currently part of unincorporated Weld County, zoned as Agriculture with multiple uses. The current and primary land use is agriculture with three irrigated fields across the site. The property is also used for oil production, with multiple wells scattered across the site. Additionally, there is a residence currently being rented out by the landowner. Xcel Energy makes use of the site with various groundwater wells pumping water along the South Platte River.

BURNCO plans to annex the site into Fort Lupton as part of its permitting process. The proposed land use will be mining and resource extraction to allow for open mining of sand and gravel on the site. This use is permitted within agriculture zoning areas for both Fort Lupton and Weld County. Therefore, the zoning as agriculture will remain the same as the site is annexed into Fort Lupton. Mining is expected to take approximately 10 years, after which the land will be converted to its final land use. The ultimate land use of the site after reclamation will be water storage. The pits will be converted to fresh-water storage ponds, while the remaining portions of the site will be revegetated as rangeland. The surrounding land uses are shown in Figure 2 and Figure 3 below, and include mostly agriculture as well as parks & open space, industrial, mineral extraction, public / semi-public, and commercial. The temporary land use of the mineral extraction is both allowed within the site zoning and is compatible with the surrounding land uses, more so with the mineral extraction and industrial just to the west of the river. The final land use as water storage is also compatible with the surrounding land uses.

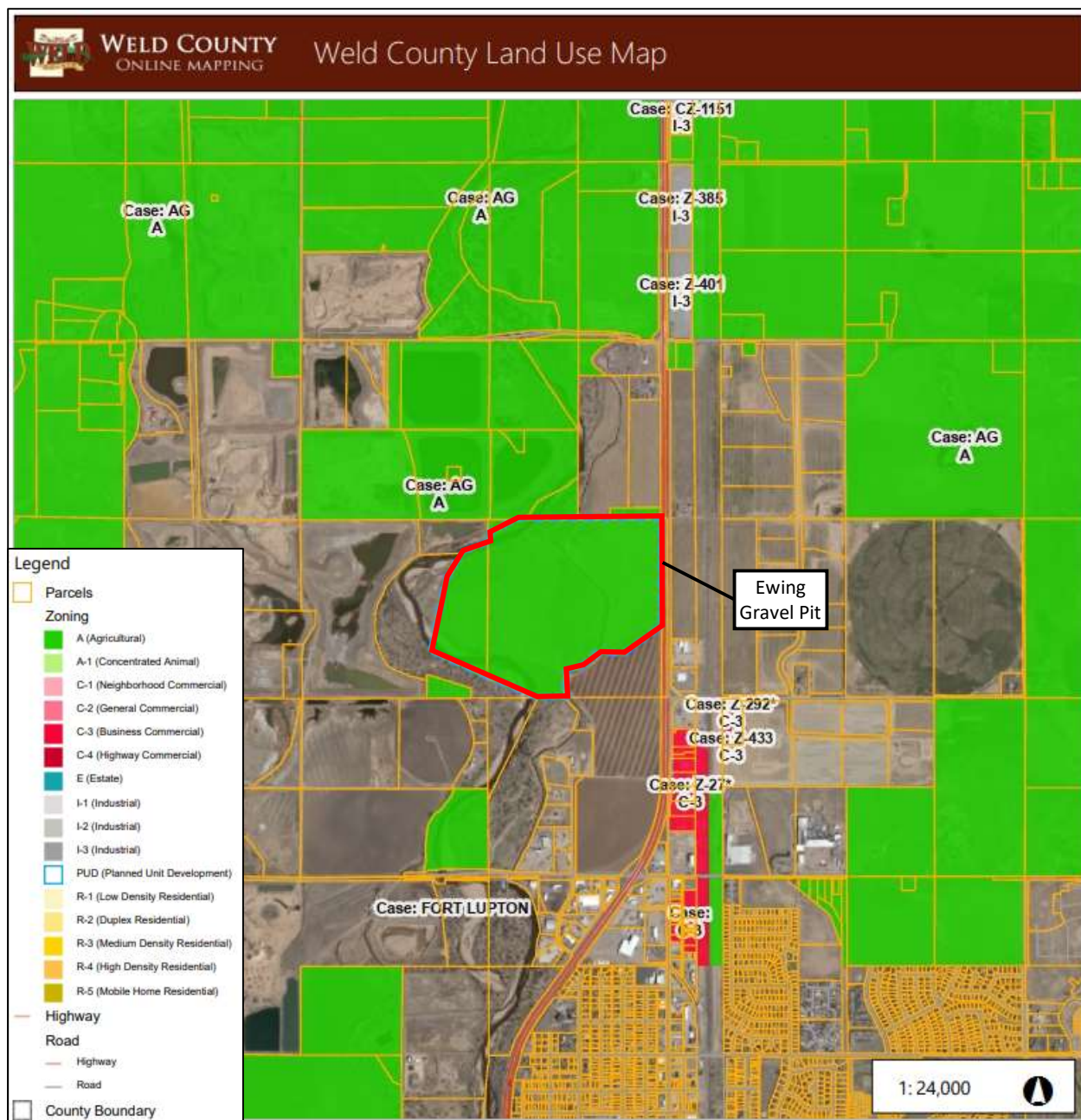


Figure 2. Weld County Land Use Map

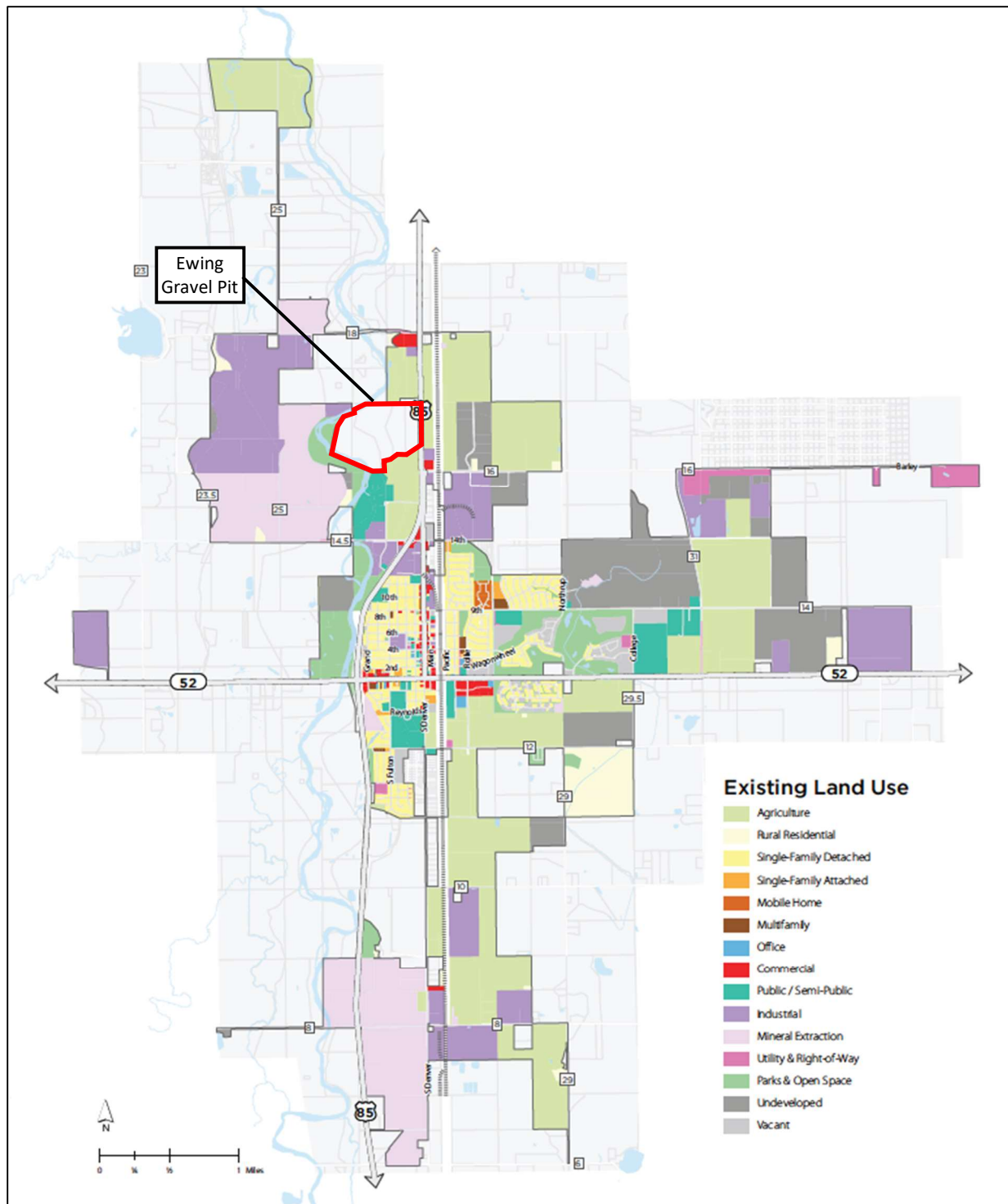


Figure 3. Fort Lupton Land Use Map

2.1. Fort Lupton Comprehensive Plan

The Ewing Gravel Pit supports the goals and implementation of the Fort Lupton Comprehensive Plan. The site is contiguous to existing Fort Lupton ground and is within the Core Area of Fort Lupton's Long Range Plans. The use of the site for resource extraction is in direct support of the future land use goals of the City. The Fort Lupton Comprehensive Plan classifies the site as mineral zone in the west, and commercial transition in the east. A buffer area around the South Platte River is classified as a riparian zone. The surrounding future land uses, particularly along the site access road, include parks and open space, light industrial & office, and public / semi-public. A map of the Fort Lupton Master Plan is shown in Figure 4 with the Ewing Gravel Pit area identified.

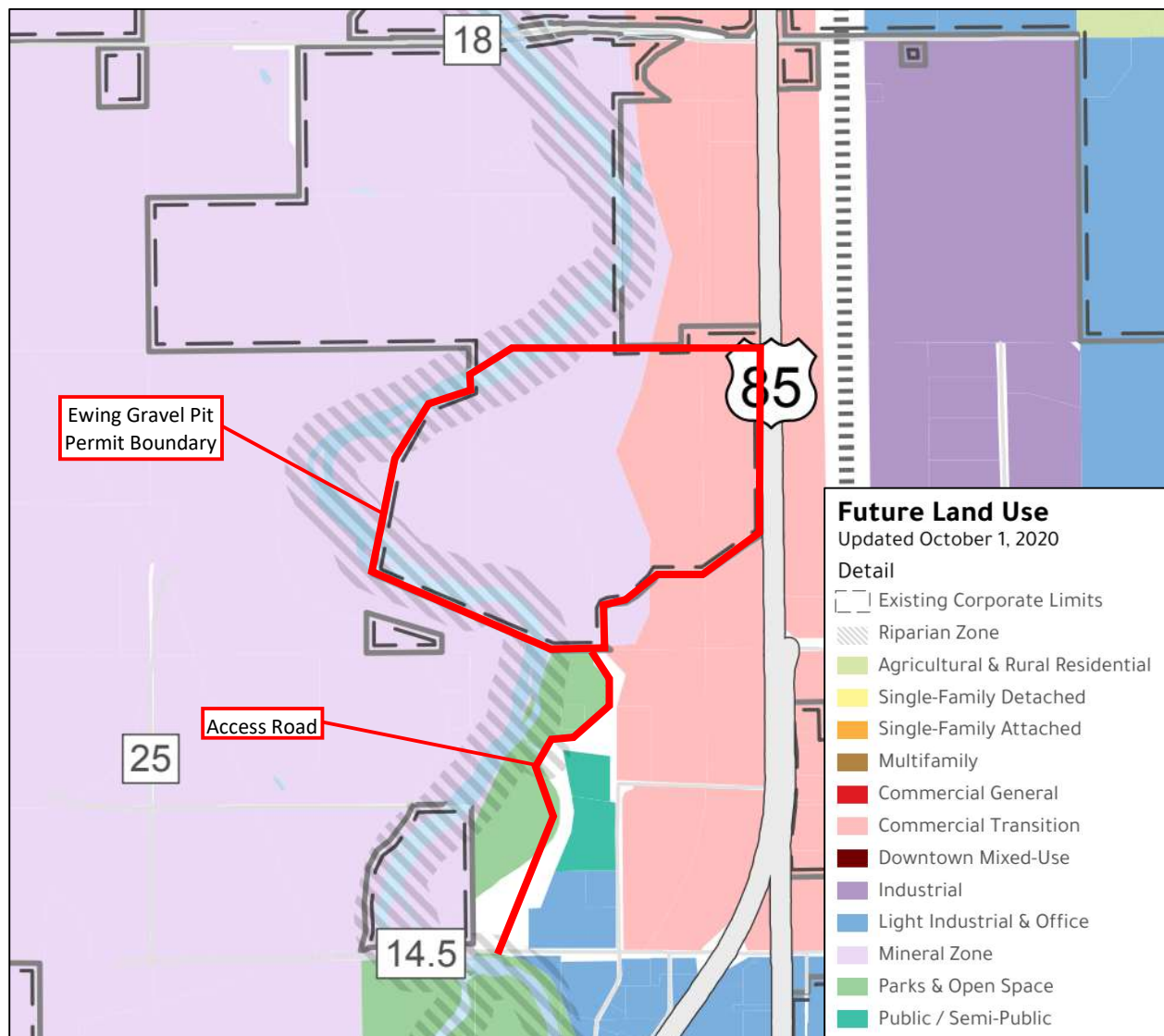


Figure 4. Fort Lupton Master Plan

No mining will occur within the riparian zone; only areas that are already disturbed or are currently agricultural fields will be mined. A portion of the site is specifically dedicated to mineral extraction; therefore, mining at this site is directly supported by the comprehensive plan. Fort Lupton's goals for the mineral zone are to extract the mineral resource before conversion to parks and open space. The remaining portion of the site is commercial transition which is described as potential growth areas for commercial development through a gradual transition from agriculture. While the proposed land use does not directly fit within this designation, it is transitioning the site from agriculture while making use of the full resource potential of the land. The use of the site for mining is only temporary, and the conversion of the site to water storage ponds does not infringe on the potential for the surrounding properties to transition to commercial development areas.

Mining at this site is very compatible for the future land use plans and goals identified by Fort Lupton. The vision for Fort Lupton as described in the Comprehensive Plan is for the city to become a prominent community within Colorado known for its quality living and variety of services and amenities. This will involve new commercial and residential development within currently undeveloped or agriculture areas, of which will require the construction materials provided from mining operations such as the Ewing Gravel Pit. The Ewing Gravel Pit's location near areas that Fort Lupton has identified for development makes it a valuable source of construction materials in an ideal location close to the future development.

Legal Description

The Ewing Gravel Pit is located directly north of Fort Lupton in Weld County, CO in part of the Southeast $\frac{1}{4}$ (SE $\frac{1}{4}$) of Section 30, Township 2 North, Range 66 West, of the 6th Principal Meridian (PM) and part of the East $\frac{1}{2}$ (E $\frac{1}{2}$) of the Southwest $\frac{1}{4}$ (SW $\frac{1}{4}$) of Section 30, Township 2 North, Range 66 West, of the 6th Principal Meridian (PM). The legal description is as follows:

A PLAT OF A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,

EXCEPT THE TRACT OF LAND CONVEYED IN QUIT CLAIM DEED RECORDED MARCH 13, 1967 UNDER RECEPTION NO. 1501076, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY COLORADO, DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SE $\frac{1}{4}$; THENCE NORTH ALONG THE EAST LINE OF SAID SE $\frac{1}{4}$, A DISTANCE OF 1082.00 FEET; THENCE S60°45'W, A DISTANCE OF 135.41 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF U.S. HIGHWAY NO. 85, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE S58° 45'W, A DISTANCE OF 211.18 FEET; THENCE S55°03'W A DISTANCE OF 454.35 FEET; THENCE NORTH 89°19'30"W, A DISTANCE OF 405.42 FEET TO A POINT ON THE CENTERLINE OF THE PLATTEVILLE DITCH; THENCE ALONG SAID CENTERLINE BY THE FOLLOWING COURSES AND DISTANCES;

S32°57'W, 57.98 FEET;

S46°21'W, 200.00 FEET;

S59°36'W, 115.00 FEET;

S84°25'45"W, 145.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.62 FEET (THE RADIUS OF SAID CURVE IS 48.64 FEET AND THE DELTA IS 85°32'45");

THENCE S01 ° 07'E, 304.28 FEET;

S49°40'30"E, 65.07 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF THE SE $\frac{1}{4}$ SECTION 30; THENCE N89° 51'E ALONG SAID SOUTH LINE, A DISTANCE OF 1366.39 FEET TO A POINT ON THE WESTERLY R.O.W. OF U.S. HIGHWAY NO. 85; THENCE NORTH ALONG SAID R.O.W. LINE, A DISTANCE OF 1015. 84 FEET TO THE TRUE POINT OF BEGINNING.

AND ALSO EXCEPTING A TRACT OF LAND SITUATED IN SE $\frac{1}{4}$ OF SAID SECTION 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4; THENCE DUE EAST 720 FEET; THENCE NORTH 66° 24' WEST 810 FEET; THENCE SOUTH 320 FEET TO THE PLACE OF BEGINNING;

AND ALSO EXCEPTING A TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF THE SE 1/4 FROM WHICH POINT THE NORTHEAST CORNER OF SECTION 30 BEARS NORTH 2°26' EAST, A DISTANCE OF 2640.6 FEET; THENCE SOUTH 0°05' EAST, 1619.0 FEET TO A POINT ON THE SOUTH PROPERTY LINE; THENCE NORTH 60° 40' EAST, A DISTANCE OF 137.5 FEET TO A POINT ON THE EAST LINE OF SECTION 30; THENCE ALONG THE EAST LINE OF SECTION 30, NORTH 0°05' WEST, A DISTANCE OF 1551.8 FEET TO THE NORTHEAST CORNER OF THE SE 1/4 OF SAID SECTION 30; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 SOUTH 89°55'30" WEST, A DISTANCE OF 120.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING,

AND ALSO EXCEPTING THAT TRACT OF LAND CONVEYED BY WARRANTY DEED RECORDED JULY 11, 2001 UNDER RECEPTION NO. 2865029, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP TWO NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP 2 NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION THIRTY BEARS S00° 20'40"W, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION THIRTY, N89° 43'26"E A DISTANCE OF 385.26 FEET; THENCE SOUTH 59°17'18"W A DISTANCE OF 180.22 FEET; THENCE S54° 56'22"W A DISTANCE OF 94.45 FEET; THENCE S63 34'06W A DISTANCE OF 172.35 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE ALONG SAID WEST LINE N00° 20'40"E A DISTANCE OF 221.16 FEET MORE OR LESS TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THAT PARCEL CONVEYED TO THE STATE HIGHWAY COMMISSION OF COLORADO IN DEED RECORDED FEBRUARY 3, 1964 UNDER RECEPTION NO. 1428041, COUNTY OF WELD, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND LOCATED IN THE SOUTHWEST (SW 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 350 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 69° WEST 416 FEET; THENCE SOUTH 28° 45' WEST 550 FEET; THENCE SOUTH 11° WEST 992 FEET; THENCE SOUTH 66° 24' EAST 920 FEET; THENCE DUE NORTH 1970 FEET TO THE PLACE OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

EWING ANNEXATION MAP

A part of the South Half of Section 30
Township 2 North, Range 66 West of the 6th Principal Meridian
County of Weld, State of Colorado

DESCRIPTION:

A part of the South Half of Section 30, Township 2 North, Range 66 West of the 6th Principal Meridian, County of Weld, State of Colorado, more particularly described as follows:

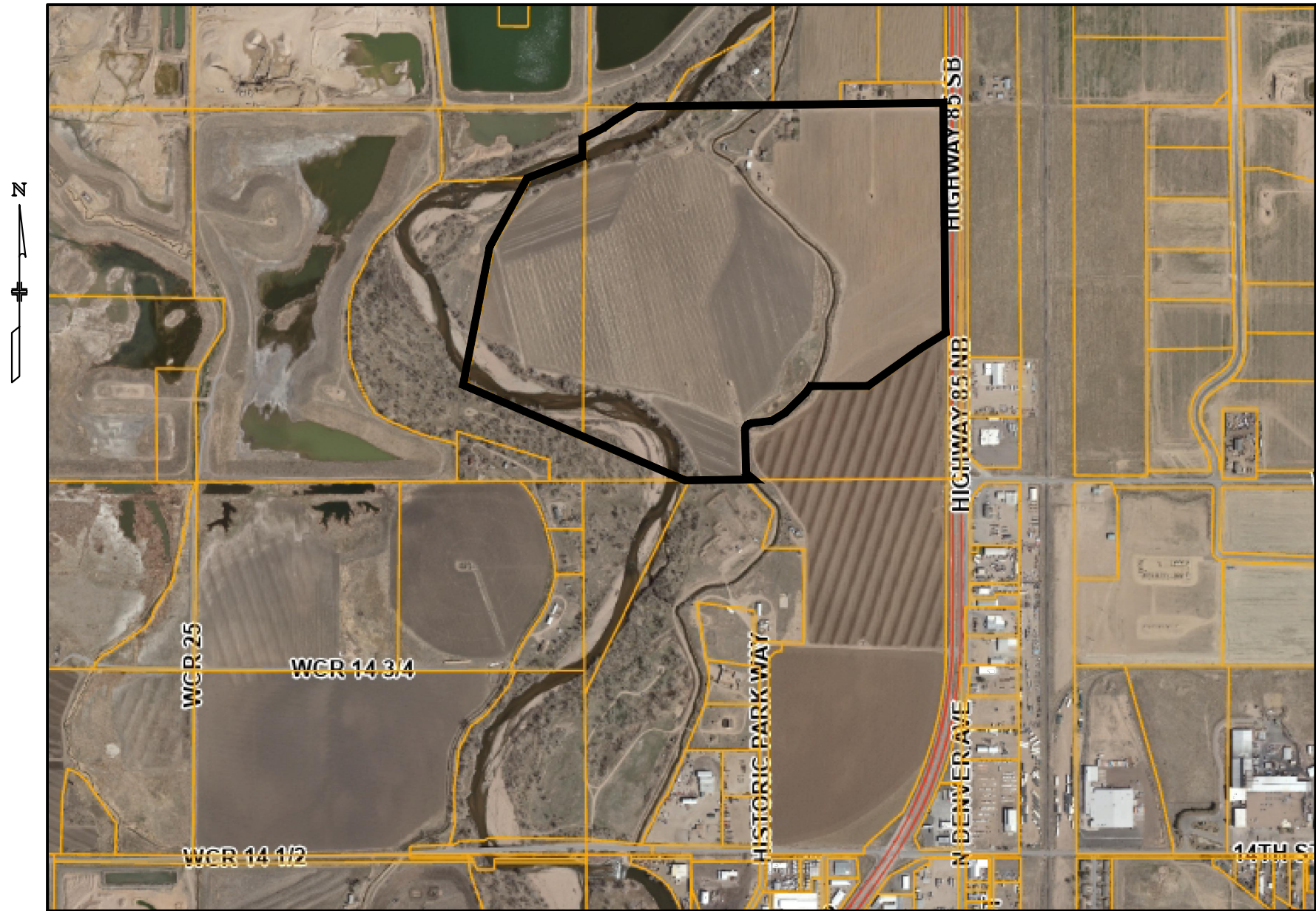
Beginning at a point on the North line of the Southeast Quarter of said Section 30, whence the Center Quarter corner thereof bears S89°18'36"W, a distance of 385.20 feet with all bearings contained herein relative thereto; thence along said North line N89°18'36"E, a distance of 2,155.68 feet to the West line of State Highway No. 85 ; thence along said line S00°33'45"E, a distance of 1,621.38 feet; thence departing said line S58°17'41"W, a distance of 207.66 feet; thence S54°32'32"W, a distance of 454.35 feet; thence N89°56'38"W, a distance of 405.32 feet; thence S32°38'07"W, a distance of 58.11 feet; thence S45°50'31"W, a distance of 199.99 feet; thence S59°02'29"W, a distance of 114.65 feet; thence S83°51'44"W, a distance of 144.55 feet to a point of curvature; thence along the arc of a curve to the left 72.62 feet, having a radius of 48.64 feet and a central angle of 85°32'45"; thence S01°41'01"E, a distance of 302.49 feet; thence S50°00'59"E, a distance of 68.91 feet to the South line of said Southeast Quarter of Section 30; thence along said line S89°17'40"W, a distance of 482.76 feet; thence departing said line N66°44'01"W, a distance of 1,701.34 feet; thence N10°55'47"E, a distance of 992.00 feet; thence N28°40'47"E, a distance of 550.00 feet; thence N68°55'47"E, a distance of 416.00 feet to the West line of said Southeast Quarter of Section 30 ; thence along said line N00°05'52"W, a distance of 128.84 feet; thence departing said line N63°09'23"E, a distance of 172.35 feet; thence N54°31'39"E, a distance of 94.45 feet; thence N58°52'35"E, a distance of 180.15 feet to the POINT OF BEGINNING.

Containing 155.92 acres, more or less.

CONTIGUITY:

The above described land is contiguous to the City of Fort Lupton and meets the requirements set forth in Colorado Revised Statutes 1973, 31-12-104-(1) (a) that one-sixth or more of the perimeter to be annexed is contiguous with the annexing municipality.

- Total perimeter of the parcel considered for annexation = 10,524'
- One-sixth of total perimeter required for annexation = 1,754'
- Perimeter contiguous with existing city limits = 8,431', exceeds the 1/6 contiguity required
- Area = 155.92 acres



VICINITY MAP
SCALE 1"=1000'

OWNER CERTIFICATE:

Know All Men By These Presents, that Tricycle Lane Texas LLC, a Limited Liability Company, being the sole owners of the land described herein, have caused said land to be annexed under the name of Ewing Annexation Map.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____day of ___, 202__.

Owner
Signed this ____ day of ___, 202__,
State of Colorado)
County of Weld)SS

The foregoing instrument was acknowledged before me this ____ day of ___, 202__.

Witness hand and official seal
My commission expires _____

Notary Public

PLANNING COMMISSION RECOMMENDATION:

This is to certify that the annexation map of the property described herein was recommended to the Fort Lupton City Council via Resolution No. _____.

Recommended this ____day of ___, 202__.

Chairperson, Fort Lupton
Planning Commission

MAYOR'S CERTIFICATE:

This is to certify that the annexation map of the property described herein was approved by Ordinance No. _____ of the City of Fort Lupton passed and adopted on the ____day of ____A.D., 202__ and that the Mayor and the City of Fort Lupton, as authorized by Ordinance No. _____ on behalf of the City of Fort Lupton, hereby acknowledges and adopts the said annexation map upon which this certificate is endorsed for all purposes indicated thereon.

Approved this ____day of ___, 202__.

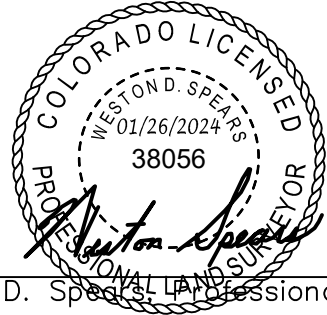
Attest: City Clerk _____ Mayor _____

APPLICANT:

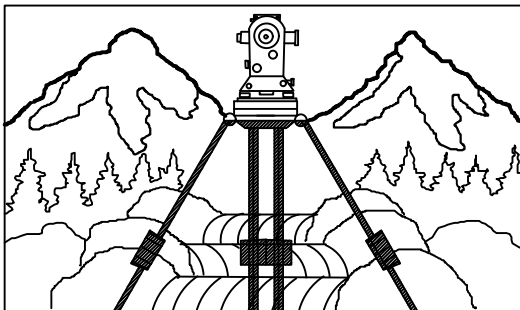
Tricycle Lane Texas LLC
10100 Dallas St
Henderson, CO 80640-8491
(970)356-7523

SURVEYOR'S CERTIFICATION:

I, Weston D. Spears, a Professional Land Surveyor registered in the State of Colorado, hereby certify that this annexation map was made in accordance with applicable standards of practice, was prepared under my responsible and is accurate to the best of my professional knowledge, information and belief. This is not a guaranty or warranty, either expressed or implied.

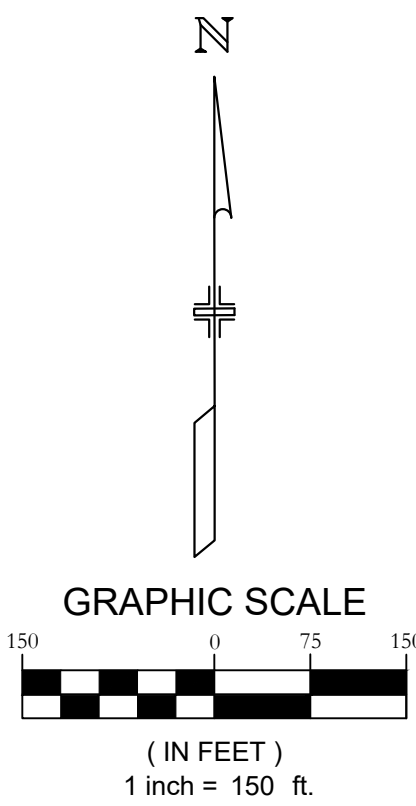
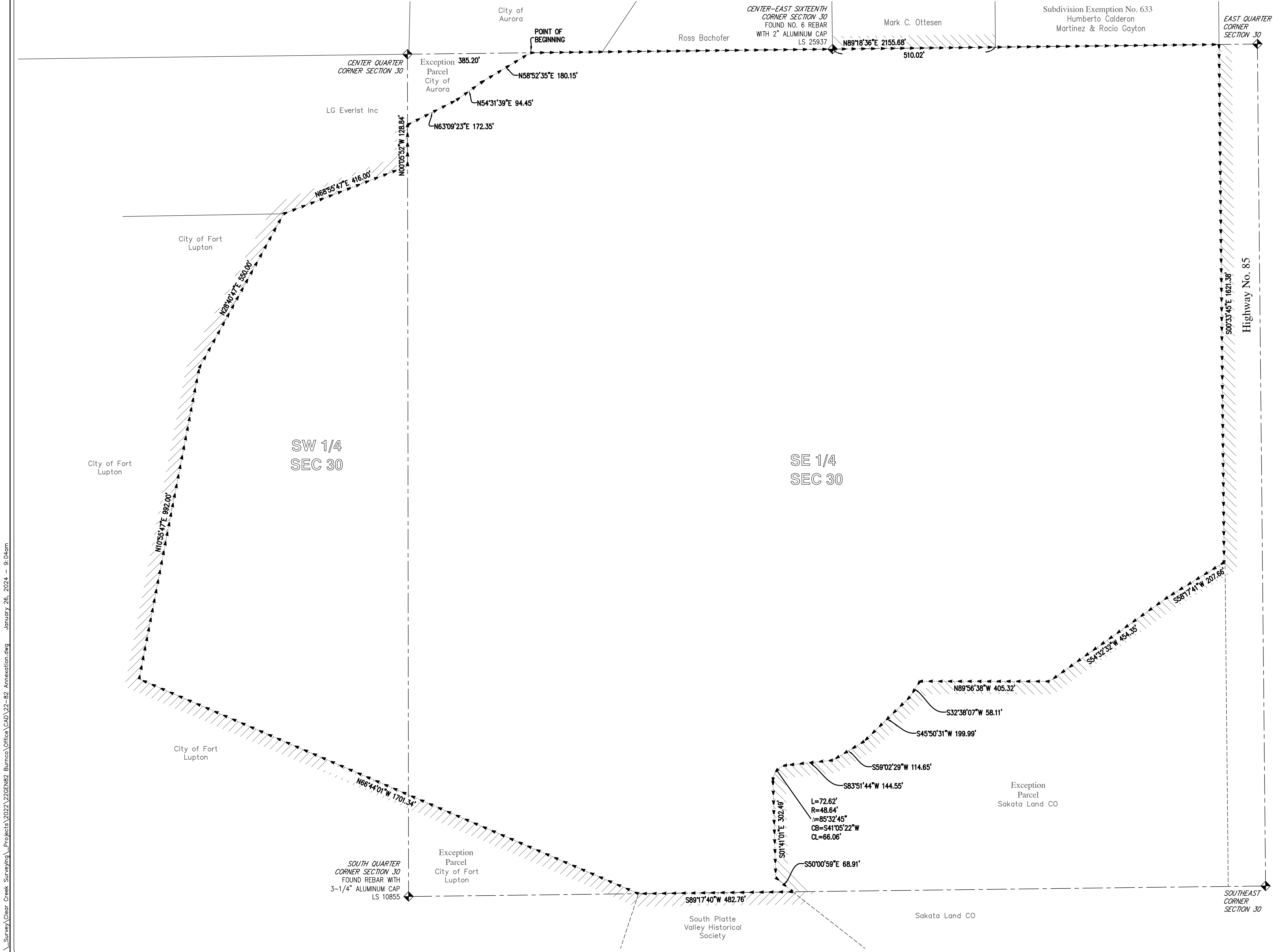


Weston D. Spears, Professional Land Surveyor
Colorado P.L.S. No. 38056
for and on behalf of Weston Surveying

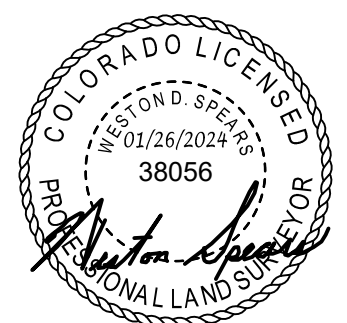
 Ewing Annexation Map Parcels of land located in the South Half of Section 30, Township 2 North, Range 66 West of the 6th P.M. County of Weld, State of Colorado			
Client: Tricycle Lane Texas LLC			
Clear Creek Surveying P.O. Box 3184, Idaho Springs, CO 80452 (303) 567-4755	S30, T2N, R66W of the 6th P.M. Project No. 22-82	Sheet No. 1	No. of Sheets 2

EWING ANNEXATION MAP

A part of the South Half of Section 30
Township 2 North, Range 66 West of the 6th Principal Meridian
County of Weld, State of Colorado



- Legend**
- Perimeter line considered for annexation
 - City Limits



Ewing Annexation Map Parcels of land located in the South Half of Section 30, Township 2 North, Range 66 West of the 6th P.M. County of Weld, State of Colorado			
Client: Tricycle Lane Texas LLC			
 Clear Creek Surveying P.O. Box 3184, Idaho Springs, CO 80452 (303) 567-4755	S30, T2N, R66W of the 6th P.M.		No. of Sheets
	Project No. 22-82		2

Z:\Survey\Clear Creek Surveying\Projects\2022\22DEN82_Burco\Office\CAD\22-82 Annexation.dwg January 26, 2024 -- 9:04am



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on **the 13th day of March, 2024**, a true and correct copy of the foregoing Notice of Public Hearings for the **Ewing Annexation and Special Use Permit** was sent via United States Mail, postage pre-paid, to the following addresses:

E & J ROCKY MOUNTAIN PROPERTIES
LLC
12608 WATERSIDE LN
LONGMONT, CO 805045252
WELD-85
8791 CIRCLE DR
WESTMINSTER, CO 800313675

GEN III ENTERPRISES LLC
1195 TURQUOISE DR
LONGMONT, CO 805047304

TRICYCLE LANE TEXAS LLC
10100 DALLAS ST
HENDERSON, CO 806408491

SAKATA LAND CO
P O BOX 508
BRIGHTON, CO 80601050

AURORA CITY OF
15151 E ALAMEDA PKWY # 3600
AURORA, CO 800121555

TRICYCLE LANE TEXAS LLC
10100 DALLAS ST
HENDERSON, CO 806408491

BACHOFER ROSS
7525 US HIGHWAY 85
FORT LUPTON, CO 806218809

AURORA CITY OF
15151 E ALAMEDA PKWY # 3600
AURORA, CO 800121555

RANKIN PENNY J
12331 COUNTY ROAD 14 1/2
FORT LUPTON, CO 806218814

OTTESEN MARK C (60%)
PO BOX 461
SALIDA, CO 812010461

MARTINEZ HUMBERTO CALDERON
7493 US HIGHWAY 85
FORT LUPTON, CO 806218809

AURORA CITY OF
15151 E ALAMEDA PKWY STE 3600
AURORA, CO 800121555

LG EVERIST INC
350 S MAIN AVE STE 400
SIOUX FALLS, SD 571046312

LG EVERIST INC
350 S MAIN AVE STE 400
SIOUX FALLS, SD 571046312

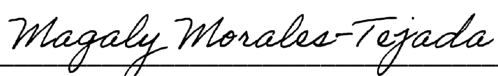
SOUTH PLATTE VALLEY HISTORICAL SOCIETY
PO BOX 633
FT LUPTON, CO 806210633

STRANGE BRONN
12335 COUNTY ROAD 14 1/2
FORT LUPTON, CO 806218814

BARRON JESUS
PO BOX 888
FORT LUPTON, CO 806210888

COLORADO - DEPT OF HIGHWAYS
4201 E ARKANSAS AVE
DENVER, CO 802223406

WRIGHT INVESTMENT GROUP INC
3814 CHEYENNE DR
GREELEY, CO 806349337



City Official



Planning & Building

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

Phone: 720.928.4003
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 an Annexation and Special Use Permit referred to as the Ewing Annexation and Special Use Permit located west and adjacent to Highway 85 and approximately .5 mile south of County Road 18 in Weld County, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, March 28, 2024, at 6:00 P.M., and before the City Council on Tuesday, April 16, 2024, at 6:00 P.M. or as soon as possible thereafter.

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

Further information is available through the City Planning and Building Department at (720) 928-4003

ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT BIT.LY/FLDEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: EWING ANNEXATION AND SPECIAL USE PERMIT

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

The Ewing Gravel Pit is located directly north of Fort Lupton in Weld County, CO in part of the Southeast $\frac{1}{4}$ (SE $\frac{1}{4}$) of Section 30, Township 2 North, Range 66 West, of the 6th Principal Meridian (PM) and part of the East $\frac{1}{2}$ (E $\frac{1}{2}$) of the Southwest $\frac{1}{4}$ (SW $\frac{1}{4}$) of Section 30, Township 2 North, Range 66 West, of the 6th Principal Meridian (PM). The legal description is as follows:

A PLAT OF A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., EXCEPT THE TRACT OF LAND CONVEYED IN QUIT CLAIM DEED RECORDED MARCH 13, 1967 UNDER RECEPTION NO. 1501076, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY COLORADO, DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE NORTH ALONG THE EAST LINE OF SAID SE1/4, A DISTANCE OF 1082.00 FEET; THENCE S60°45'W, A DISTANCE OF 135.41 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF U.S. HIGHWAY NO. 85, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE S58° 45'W, A DISTANCE OF 211.18 FEET; THENCE S55°03'W A DISTANCE OF 454.35 FEET; THENCE NORTH 89°19'30"W, A DISTANCE OF 405.42 FEET TO A POINT ON THE CENTERLINE OF THE

PLATTEVILLE DITCH; THENCE ALONG SAID CENTERLINE BY THE FOLLOWING COURSES AND DISTANCES;

S32°57'W, 57.98 FEET;

S46°21'W, 200.00 FEET;

S59°36'W, 115.00 FEET;

S84°25'45"W, 145.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.62 FEET (THE RADIUS OF SAID CURVE IS 48.64 FEET AND THE DELTA IS 85°32'45");

THENCE S01 ° 07'E, 304.28 FEET;

S49°40'30"E, 65.07 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF THE SE1/4 SECTION 30; THENCE N89° 51'E ALONG SAID SOUTH LINE, A DISTANCE OF 1366.39 FEET TO A POINT ON THE WESTERLY R.O.W. OF U.S. HIGHWAY NO. 85; THENCE NORTH ALONG SAID R.O.W. LINE, A DISTANCE OF 1015. 84 FEET TO THE TRUE POINT OF BEGINNING.

AND ALSO EXCEPTING A TRACT OF LAND SITUATED IN SE1/4 OF SAID SECTION 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4; THENCE DUE EAST 720 FEET; THENCE NORTH 66° 24' WEST 810 FEET; THENCE SOUTH 320 FEET TO THE PLACE OF BEGINNING;

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BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP 2 NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION THIRTY BEARS S00° 20'40"W, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

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AND ALSO EXCEPTING THAT PARCEL CONVEYED TO THE STATE HIGHWAY COMMISSION OF COLORADO IN DEED RECORDED FEBRUARY 3, 1964 UNDER RECEPTION NO. 1428041, COUNTY OF WELD, STATE OF COLORADO.

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March 13, 2024

Greeley Tribune
Attention: Legal Publications

Please publish the following Notice on four consecutive weeks in the Greeley Tribune starting with the **March 14, 2024** issue and followed by the **March 21, 2024; March 28, 2024 and April 4, 2024** issues.

**CITY OF FORT LUPTON
NOTICE OF PUBLIC HEARING**

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WREDFIELD CO 80632

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BRIGHTON CO 80601

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City, State, ZIP+4®

GREELEY CO 80631

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Street and Apt. No., or PO Box No.

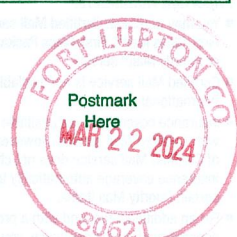
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Greeley CO 80631

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Sent To

Weld County RE-8 School District

Street and Apt. No., or PO Box No.

301 Kanolds St.

City, State, ZIP+4®

Fort Lupton, CO 80621

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



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☐ Return Receipt (electronic) \$
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☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

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Central Colorado Water Conservancy District

Street and Apt. No., or PO Box No.

5204 W 78th St

City, State, ZIP+4®

Greeley CO 80634

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



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City, State, ZIP+4®

Fort Lupton, CO 80621



PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



Planning & Building

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

Phone: 720.928.4003
Fax: 303.857.0351

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ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT BIT.LY/FLDEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: EWING ANNEXATION AND SPECIAL USE PERMIT

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AND ALSO EXCEPTING A TRACT OF LAND SITUATED IN SE1/4 OF SAID SECTION 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4; THENCE DUE EAST 720 FEET; THENCE NORTH 66° 24' WEST 810 FEET; THENCE SOUTH 320 FEET TO THE PLACE OF BEGINNING;

AND ALSO EXCEPTING A TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF THE SE 1/4 FROM WHICH POINT THE NORTHEAST CORNER OF SECTION 30 BEARS NORTH 2°26' EAST, A DISTANCE OF 2640.6 FEET; THENCE SOUTH 0°05' EAST, 1619.0 FEET TO A POINT ON THE SOUTH PROPERTY LINE; THENCE NORTH 60° 40' EAST, A DISTANCE OF 137.5 FEET TO A POINT ON THE EAST LINE OF SECTION 30; THENCE ALONG THE EAST LINE OF SECTION 30, NORTH 0°05' WEST, A DISTANCE OF 1551.8 FEET TO THE NORTHEAST CORNER OF THE SE 1/4 OF SAID SECTION 30; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 SOUTH 89°55'30" WEST, A DISTANCE OF 120.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING,

AND ALSO EXCEPTING THAT TRACT OF LAND CONVEYED BY WARRANTY DEED RECORDED JULY 11, 2001 UNDER RECEPTION NO. 2865029, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP TWO NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP 2 NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION THIRTY BEARS S00° 20'40"W, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

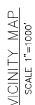
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AND ALSO EXCEPTING THAT PARCEL CONVEYED TO THE STATE HIGHWAY COMMISSION OF COLORADO IN DEED RECORDED FEBRUARY 3, 1964 UNDER RECEPTION NO. 1428041, COUNTY OF WELD, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND LOCATED IN THE SOUTHWEST (SW 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 350 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 69° WEST 416 FEET; THENCE SOUTH 28° 45' WEST 550 FEET; THENCE SOUTH 11° WEST 992 FEET; THENCE SOUTH 66° 24' EAST 920 FEET; THENCE DUE NORTH 1970 FEET TO THE PLACE OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO

A part of the South Half of Section 30
Township 2 North, Range 66 West of the 6th Principal Meridian
County of Weld, State of Colorado

[illegible]

Total perimeter of the parcel considered for annexation = 10,524'
One-sixth of total perimeter required for annexation = 1,754'
Perimeter contiguous with existing city limits = 8,431', exceeds the 1/6 contiguity required
Area = 150.92 acres

Know All Men By These Presents, that Tricycle Lane Texas LLC, a Limited Liability Company, being the sole owners of the land described herein, have caused said land to be annexed under the name of Ewing Annexation Map.

Owner _____ signed this _____ day of _____, 202____.

State of Colorado)
) SS
 County of Weld)

PLANNING COMMISSION RECOMMENDATION:

This is to certify that the annexation map of the property described herein was recommended to the Fort Lupton City Council via Resolution No. _____.

Chairperson, Fort Lupton Planning Commission

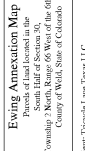
This is to certify that the annexation map of the property described herein was approved by Ordinance No. _____ of the City of Fort Lupton passed and adopted on the _____ day of _____, A.D., 202____, and that the Mayor and the City of Fort Lupton, as authorized by Ordinance No. _____ on _____, and the Council of the City of Fort Lupton, hereby acknowledge and adopts the said annexation map upon which this certificate is endorsed for all purposes indicated thereon.

Approved this _____ day of _____, 202____.

Mayer

Tricycle Lane Texas LLC
0100 Dallas St
Henderson, CO 80640-8491
970)356-7523

I, Weston D. Spears, a Professional Land Surveyor registered in the State of Colorado, hereby certify that this annexation map was made in accordance with applicable standards of practice, was prepared under my responsible and is accurate to the best of my professional knowledge, information and belief. This is not a warranty or warranty, either expressed or implied.



S30, T2N, R66W of the 6th P.M.	Sheet No.	No. of Sheets
P.O. Box 3184, Idaho Springs, CO 80452	Project No. 22-82	1
(203) 567-4755		2

A part of the South Half of Section 30
Township 2 North, Range 66 West of the 6th Principal Meridian
County of Weld, State of Colorado



GRAPHIC SCALE
(IN FEET)
1 inch = 150 ft.

Legend

Perimeter line considered for renovation

City Limits



Living Annexation Map
 Parcels of land located in the
 South Half of Section 30,
 T22P2N, R66W, of the 66th
 County of Weld, State of Colorado



Clear Creek Surveying
P.O. Box 3184, Idaho Springs, CO 80452

S30, T2N, R66W of the 6th P.M.	Sheet No.	No. of Sheets
Project No. 27.82	?	?

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

We, the undersigned landowners, in accordance with Colorado law, hereby petition the City of Fort Lupton and its City Council for annexation to the City of Fort Lupton of the unincorporated territory, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Weld and the State of Colorado, and to be known as the Ewing Annexation to the City of Fort Lupton.

As part of this petition, your petitioners further state to the City Council that:

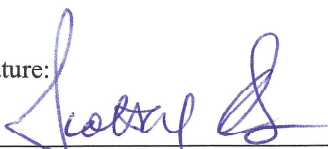
1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Fort Lupton.
 - b. A community of interest exists between the area proposed to be annexed and the City of Fort Lupton.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Fort Lupton.
 - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way.
 - ii. Comprises twenty acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - f. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality.
 - g. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - h. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - i. The territory to be annexed is 155.92 acres, more or less, in total area.

- j. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.
 - k. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - l. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
4. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.
5. The zoning classification requested for the area proposed to be annexed is ___'A' Agriculture___, as shown on the annexation map attached hereto and incorporated herein.
6. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation. The parties shall work together in good faith to negotiate and execute a final version of the Annexation Agreement. If the parties cannot mutually agree upon the form of such agreement, Petitioner may, in its sole discretion, withdraw this Petition without any penalty or prejudice at any time.
7. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion **at such time that municipal water is necessary to serve current or future development on the property.** At such time, the Owner shall complete a water study at the Owner's expense as requested by the City or applicable water provider(s). Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and

special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

8. The non-refundable annexation application fee of \$2500 is tendered herewith.

THEREFORE, the undersigned respectfully petition(s) the City Council of the City of Fort Lupton, to annex the territory described and referred to in Exhibit A to the City of Fort Lupton in accordance with and pursuant to the statutes of the State of Colorado.

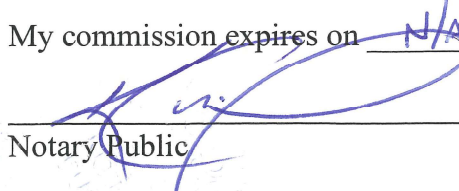
1	Land Owner Name: TRICYCLE LANE TEXAS, LLC Signature: 	Mailing Address (street, city, state, ZIP): 10100 DALLAS STREET, HENDERSON, CO 80640-8491 Date of signing: February 15, 2024
2	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
3	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
4	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP Code): Date of signing:

(Additional sheets may be attached if necessary.)

The foregoing signature(s) was/were subscribed and sworn to before me this 15th day of FEBRUARY, 2024, by Scott M. Burns as Manager of Tricycle Lane Texas, LLC

Witness my hand and official seal.

My commission expires on N/A.


Notary Public

Kyle Cadieux

A Notary Public in and for the
Province of Alberta

Exhibit A

[Exhibit A to the Annexation Petition should exclude public right of way. If necessary, attach separate sheet(s).]

Land Owned by Land Owner 1:

A PLAT OF A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,

EXCEPT THE TRACT OF LAND CONVEYED IN QUIT CLAIM DEED RECORDED MARCH 13, 1967 UNDER RECEPTION NO. 1501076, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY COLORADO, DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE NORTH ALONG THE EAST LINE OF SAID SE1/4, A DISTANCE OF 1082.00 FEET; THENCE S60°45'W, A DISTANCE OF 135.41 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF U.S. HIGHWAY NO. 85, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S58° 45'W, A DISTANCE OF 211.18 FEET; THENCE S55°03'W A DISTANCE OF 454.35 FEET; THENCE NORTH 89°19'30"W, A DISTANCE OF 405.42 FEET TO A POINT ON THE CENTERLINE OF THE PLATTEVILLE DITCH; THENCE ALONG SAID CENTERLINE BY THE FOLLOWING COURSES AND DISTANCES;

S32°57'W, 57.98 FEET;

S46°21'W, 200.00 FEET;

S59°36'W, 115.00 FEET;

S84°25'45"W, 145.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.62 FEET (THE RADIUS OF SAID CURVE IS 48.64 FEET AND THE DELTA IS 85°32'45");

THENCE S01 ° 07'E, 304.28 FEET;

S49°40'30"E, 65.07 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF THE SE1/4 SECTION 30; THENCE N89° 51'E ALONG SAID SOUTH LINE, A DISTANCE OF 1366.39 FEET TO A POINT ON THE WESTERLY R.O.W. OF U.S. HIGHWAY NO. 85; THENCE NORTH ALONG SAID R.O.W. LINE, A DISTANCE OF 1015.84 FEET TO THE TRUE POINT OF BEGINNING.

AND ALSO EXCEPTING A TRACT OF LAND SITUATED IN SE1/4 OF SAID SECTION 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4; THENCE DUE EAST 720 FEET; THENCE NORTH 66° 24' WEST 810 FEET; THENCE SOUTH 320 FEET TO THE PLACE OF BEGINNING;

AND ALSO EXCEPTING A TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF THE SE 1/4 FROM WHICH POINT THE NORTHEAST CORNER OF SECTION 30 BEARS NORTH 2°26' EAST, A DISTANCE OF 2640.6 FEET; THENCE SOUTH 0°05' EAST, 1619.0 FEET TO A POINT ON THE SOUTH PROPERTY LINE; THENCE NORTH 60° 40' EAST, A DISTANCE OF 137.5 FEET TO A POINT ON THE EAST LINE OF SECTION 30; THENCE ALONG THE EAST LINE OF SECTION 30, NORTH 0°05' WEST, A DISTANCE OF 1551.8 FEET TO THE

NORTHEAST CORNER OF THE SE 1/4 OF SAID SECTION 30; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 SOUTH 89°55'30" WEST, A DISTANCE OF 120.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, AND ALSO EXCEPTING THAT TRACT OF LAND CONVEYED BY WARRANTY DEED RECORDED JULY 11, 2001 UNDER RECEPTION NO. 2865029, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP TWO NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP 2 NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION THIRTY BEARS S00° 20'40"W, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION THIRTY, N89° 43'26"E A DISTANCE OF 385.26 FEET; THENCE SOUTH 59°17'18"W A DISTANCE OF 180.22 FEET; THENCE S54° 56'22"W A DISTANCE OF 94.45 FEET; THENCE S63 34'06W A DISTANCE OF 172.35 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE ALONG SAID WEST LINE N00° 20'40"E A DISTANCE OF 221.16 FEET MORE OR LESS TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THAT PARCEL CONVEYED TO THE STATE HIGHWAY COMMISSION OF COLORADO IN DEED RECORDED FEBRUARY 3, 1964 UNDER RECEPTION NO. 1428041, COUNTY OF WELD, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND LOCATED IN THE SOUTHWEST (SW 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 350 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 69° WEST 416 FEET; THENCE SOUTH 28° 45' WEST 550 FEET; THENCE SOUTH 11° WEST 992 FEET; THENCE SOUTH 66° 24' EAST 920 FEET; THENCE DUE NORTH 1970 FEET TO THE PLACE OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

AFFIDAVIT OF CIRCULATOR

TC ✓ PROVINCE OF ALBERTA
✓ ~~STATE OF COLORADO~~)
)ss.
TC ✓ ~~COUNTY OF WELD~~)
CITY OF CALGARY

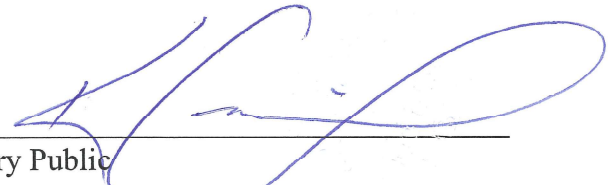
TRAVIS COATES, being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.


(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 15th day of FEBRUARY, 2024, by TRAVIS COATES.

Witness my hand and official seal.

My commission expires on N/A.


Notary Public
Kyle Cadieux
A Notary Public in and for the
Province of Alberta



SUBJECT FOR DISCUSSION

Approve a Resolution for an Application for a Special Use Permit for a Sand and Gravel Pit, Known as the Ewing Special Use Permit.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Lewicki and Associates as the representative for Tricycle Lane Texas LLC (the “Applicants”) have submitted a request for sand and gravel mining operations with processing using concrete and asphalt plants. Mining will occur on approximately 116 acres, across three pods. Reclamation of operations will convert the site to water storage ponds surrounded by rangeland.

The site consists of two parcels. The first parcel is located west and adjacent to Highway 85 approximately 0.50 mile south of County Road 19 (Parcel No. 130930000039). The second parcel is located west and adjacent to this parcel (Parcel No. 130930000007).

FINANCIAL CONSIDERATIONS

The applicant has paid all applicable land use application fees and are covering ongoing review expenses.

LEGAL/POLITICAL CONSIDERATIONS

All notification requirements have been met, including publication of the legal notice in the Fort Lupton Press, mailing of public hearing notices to adjacent property owners within 100 feet, and posting of the hearing on the site

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

- a) Approve the Resolution
- b) Do not Approve the Resolution.
- c) Send the Resolution back to Staff for further review.

STAFF RECOMMENDATIONS

Staff recommends approval of the proposed Resolution

- Attachments:**
- a. Proposed Resolution
 - b. Planning Commission Resolution
 - c. Planning Commission Minutes
 - d. Staff Report
 - e. Project Narrative
 - f. Special Use Permit Map
 - g. Legal Notifications

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2024R0xx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING A SPECIAL USE PERMIT FOR A SAND AND GRAVEL PIT, KNOWN AS THE EWING SPECIAL USE PERMIT, ON A PROPERTY LOCATED IN A PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on March 28, 2024, for the purpose of reviewing the application from Tricycle Lane Texas LLC and BURNCO Colorado LLC for a special use permit for a sand and gravel pit; and

WHEREAS, after review of the application and supporting information, and consideration of staff comments, applicant's presentation and any public input, the Planning Commission recommended approval, with conditions, of the special use permit application; and

WHEREAS, the City Council held a public hearing to consider and review the request for the special use permit on April 16, 2024; and

WHEREAS, after review of the application and supporting information, the City Council finds that the special use permit conforms to Colorado Revised Statutes and City codes and policies therein, and

WHEREAS, all legal requirements for the public hearing have been met, including publication of the legal notice in the Fort Lupton Press, mailing of public hearing notices to adjacent property owners within 100 feet, and posting of the hearing on the site; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council reviewed the plans and supporting documentation, referral comments, as well as any citizen input in response to this application. Based upon the review of applicable policies and goals in the Fort Lupton Comprehensive Plan, review of the Zoning Regulations, and analysis of referral comments and the facts presented on this date, the City Council hereby approves the Ewing Special Use Permit for a sand and gravel pit with the following conditions:

I. Prior to recording the special use permit map:

- A. Any redline comments provided by City staff shall be made to the special use permit map.
- B. Applicant shall delineate a future trail easement or dedication on the special use permit map for review and approval by staff.
- C. Applicant shall adequately address the comments from the City Engineer.
- D. Applicant shall adequately address the comments from Colorado Parks and Wildlife.

- E. Applicant shall provide written acknowledgement of the comments from the Division of Water Resources.
- F. Applicant shall provide written acknowledgment of the comments from United Power.
- G. Applicant shall provide written acknowledgment of the comments from the Weld County Oil & Gas Energy Department.
- H. The following notes shall be added to the Special Use Permit Map:

1. Noise: Every effort shall be made to minimize the impacts of noise. The facility shall adhere to the maximum permissible noise levels as delineated in C.R.S 25-103. The facility shall adhere to Fort Lupton's quiet hours from 10:00pm to 7:00am.

2. Dust: Dust control measures will be taken on interior roads. These measures include, but are not limited to, applying water or State approved dust suppressant chemicals as necessary. Fugitive dust emissions shall comply with the Colorado Air Quality Commission's air quality regulations.

3. Odor: The State's Best Management Practices will be applicable to reduce or eliminate odors generated at this site.

4. Traffic: Truck traffic will utilize Highway 85 and an existing access road. Continued maintenance of the access road shall comply with the annexation agreement. The owner/operator shall maintain compliance with Colorado Department of Transportation requirements including, but not limited to, obtaining all required access permits and performing required improvements.

5. Light: All onsite lights associated with the mining and any batch plant operations, excluding security and motion detectors, will be turned off after hours of operation as provided below. All onsite lighting on the property will direct light down and light shall not be directed onto adjacent properties.

6. Hours of Operation: The hours of operation for sand and gravel operations are the hours of 7:00am to 7:00pm, Monday through Saturday, except in the case of public or private emergency or to make necessary repairs to equipment. This restriction shall not apply to operation of administrative and executive offices or warm-up, repair and maintenance of facilities and/or equipment located on the property.

Hours of mining operations may be extended with specific permission from the City Administrator or designee as detailed here. Applications for temporary exemptions from the provisions of this section shall be made to the City Administrator or his/her designee. In approving or denying a temporary exemption, consideration shall be given to the

effective dates, hours of operation, type of noise, location, noise levels, equipment noise characteristics, lighting, and public health & safety. Permission will not be unreasonably withheld. The City Administrator or his/her designee shall notify the applicant of approval or denial of the application within seven (7) business days after receipt of the written request.

7. Safety: The operation shall comply with all applicable rules and regulations of the Colorado Division of Reclamation and Safety as well as with the Mine Safety and Health Act (MSHA). Gravel pit equipment operators and truck drivers will adhere to the best safety practices in and around the site when transporting materials. Truck unit identifications, telephone numbers and license plate numbers will be available to the City upon request.

8. Plant Operation Standards: Emissions from the sand and gravel and processing shall not exceed State standards, as regulated by the Colorado Department of Public Health and Environment and Air Pollution Control Division. The owner/operator shall maintain compliance with all State air permits for the site and equipment. In the event that washing of vehicles will occur on the site, the applicant shall ensure that any vehicle washing area(s) shall capture all effluent and prevent discharges from the washing of vehicles in accordance with the Rules and Regulations of the Water Quality Control Commission and the Environmental Protection Agency.

9. Tracking of dirt, mud and/or materials on public streets: The operator shall employ measures approaching access to public roads to limit tracking, carrying, or depositing of asphalt, fillers, soil, dust, mud, sludge, or any other material associated with the operations. All transport trucks and equipment shall be cleaned of debris to prevent tracking or spilling of asphalt, fillers, soil, dust, mud, sludge, or any other material prior to leaving the site.

10. Sweeping of public roads: If, on public roadways, there are visible tracks or deposits of aggregates, fillers, soil, mud, sludge, or any other material associated with the operation of the facility along the travel path of vehicles exiting the site, all such public roads shall be swept by owner as reasonably required by the City to remedy and remove tracking and deposits.

11. Transfer of Sand and Gravel Special Use Permit: Any person or entity who purchases or otherwise acquires control of the mining operation or concrete and/or asphalt plant shall notify the City in writing prior to the change of ownership and/or control, including in the notice the effective date of the change as well as the name, address and telephone number of the new Owner or Operator. Such notice shall be provided to the City Administrator no less than ten (10) days prior to the effective date of the change in ownership or control. If the property within the sand and gravel special use

permit ("SUP") is sold to a third party, BURNCO Colorado LLC. is released from further obligations under the SUP as it relates to those parcels. The obligations of the SUP shall go with the land and be transferred to the new Owner/Operator. The properties under the SUP shall maintain compliance with the annexation agreement.

II. Prior to commencing operations:

- A. One printed set of the special use permit map shall be submitted for recording with the Weld County Clerk & Recorder.
- B. Applicant shall obtain an Access Permit and any other applicable permits from CDOT.
- C. The applicant shall provide written evidence that all local, state and federal permits have been obtained.
- D. The applicant shall submit an odor abatement plan for review and approval to the Weld County Department of Public Health and Environment and submit written evidence of approval to City Staff.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 16TH DAY OF APRIL 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

RESOLUTION NO. P2024-004

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF A SPECIAL USE PERMIT FOR A SAND AND GRAVEL PIT, KNOWN AS THE EWING SPECIAL USE PERMIT, ON A PROPERTY LOCATED IN A PART OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on March 28, 2024, for the purpose of reviewing the application from Tricycle Lane LLC and BURNCO Colorado LLC for a special use permit for a sand and gravel pit; and

WHEREAS, after review of the application and supporting information, the Planning Commission finds that the special use permit conforms to Colorado Revised Statutes and City codes and policies therein; and

WHEREAS, all legal requirements for the public hearing have been met including publication of the legal notice in the Fort Lupton Press, mailing of public hearing notices to adjacent property owners within 100 feet, and posting of the hearing on the site; and

NOW THEREFORE BE IT RESOLVED, the Planning Commission has taken into consideration all referral comments and any citizen testimony in response to this application. Based upon the facts presented on this date, the Planning Commission hereby recommends approval of the Ewing Special Use Permit, conditional upon the following:

I. Prior to recording the special use permit map:

- A. Any redline comments provided by City staff shall be made to the special use permit map.
- B. Applicant shall delineate a future trail easement or dedication on the special use permit map for review and approval by staff.
- C. Applicant shall adequately address the comments from the City Engineer.
- D. Applicant shall adequately address the comments from Colorado Parks and Wildlife.
- E. Applicant shall submit written evidence that the comments from Xcel Energy have been adequately addressed.
- F. Applicant shall provide written acknowledgement of the comments from the Division of Water Resources.
- G. Applicant shall provide written acknowledgment of the comments from United Power.
- H. Applicant shall provide written acknowledgment of the comments from the Weld County Oil & Gas Energy Department.

I. The following notes shall be added to the Special Use Permit Map:

1. Noise: Every effort shall be made to minimize the impacts of noise. The facility shall adhere to the maximum permissible noise levels as delineated in C.R.S 25-103. The facility shall adhere to Fort Lupton's quiet hours from 10:00pm to 7:00am.
2. Dust: Dust control measures will be taken on interior roads. These measures include, but are not limited to, applying water or State approved dust suppressant chemicals as necessary. Fugitive dust emissions shall comply with the Colorado Air Quality Commission's air quality regulations.
3. Odor: The State's Best Management Practices will be applicable to reduce or eliminate odors generated at this site.
4. Traffic: Truck traffic will utilize Highway 85 and an existing access road. Continued maintenance of the access road shall comply with the annexation agreement. The owner/operator shall maintain compliance with Colorado Department of Transportation requirements including, but not limited to, obtaining all required access permits and performing required improvements.
5. Light: All onsite lights associated with the mining and any batch plant operations, excluding security and motion detectors, will be turned off after hours of operation as provided below. All onsite lighting on the property will direct light down and light shall not be directed onto adjacent properties.
6. Hours of Operation: The hours of operation for sand and gravel operations are the hours of 7:00am to 7:00pm, Monday through Saturday, except in the case of public or private emergency or to make necessary repairs to equipment. This restriction shall not apply to operation of administrative and executive offices or warm-up, repair and maintenance of facilities and/or equipment located on the property.

Hours of mining operations may be extended with specific permission from the City Administrator or designee as detailed here. Applications for temporary exemptions from the provisions of this section shall be made to the City Administrator or his/her designee. In approving or denying a temporary exemption, consideration shall be given to the effective dates, hours of operation, type of noise, location, noise levels, equipment noise characteristics, lighting, and public health & safety. Permission will not be unreasonably withheld. The City Administrator or his/her designee shall notify the applicant of approval or denial of the application within seven (7) business days after receipt of the written request.

7. Safety: The operation shall comply with all applicable rules and regulations of the Colorado Division of Reclamation and Safety as well as with the Mine Safety and Health Act (MSHA). Gravel pit equipment operators and truck drivers will adhere to the best safety practices in

and around the site when transporting materials. Truck unit identifications, telephone numbers and license plate numbers will be available to the City upon request.

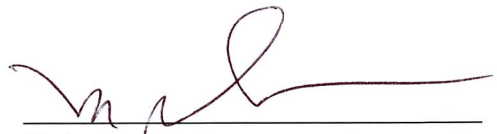
8. Plant Operation Standards: Emissions from the sand and gravel and processing shall not exceed State standards, as regulated by the Colorado Department of Public Health and Environment and Air Pollution Control Division. The owner/operator shall maintain compliance with all State air permits for the site and equipment. In the event that washing of vehicles will occur on the site, the applicant shall ensure that any vehicle washing area(s) shall capture all effluent and prevent discharges from the washing of vehicles in accordance with the Rules and Regulations of the Water Quality Control Commission and the Environmental Protection Agency.
9. Tracking of dirt, mud and/or materials on public streets: The operator shall employ measures approaching access to public roads to limit tracking, carrying, or depositing of asphalt, fillers, soil, dust, mud, sludge, or any other material associated with the operations. All transport trucks and equipment shall be cleaned of debris to prevent tracking or spilling of asphalt, fillers, soil, dust, mud, sludge, or any other material prior to leaving the site.
10. Sweeping of public roads: If, on public roadways, there are visible tracks or deposits of aggregates, fillers, soil, mud, sludge, or any other material associated with the operation of the facility along the travel path of vehicles exiting the site, all such public roads shall be swept by owner as reasonably required by the City to remedy and remove tracking and deposits.
11. Transfer of Sand and Gravel Special Use Permit: Any person or entity who purchases or otherwise acquires control of the mining operation or concrete and/or asphalt plant shall notify the City in writing prior to the change of ownership and/or control, including in the notice the effective date of the change as well as the name, address and telephone number of the new Owner or Operator. Such notice shall be provided to the City Administrator no less than ten (10) days prior to the effective date of the change in ownership or control. If the property within the sand and gravel special use permit ("SUP") is sold to a third party, BURNCO Colorado LLC. is released from further obligations under the SUP as it relates to those parcels. The obligations of the SUP shall go with the land and be transferred to the new Owner/Operator. The properties under the SUP shall maintain compliance with the annexation agreement.

II. Prior to commencing operations:

- A. One printed set of the special use permit map shall be submitted for recording with the Weld County Clerk & Recorder.
- B. Applicant shall obtain an Access Permit and any other applicable permits from CDOT.

- C. The applicant shall provide written evidence that all local, state and federal permits have been obtained.
- D. The applicant shall submit an odor abatement plan for review and approval to the Weld County Department of Public Health and Environment and submit written evidence of approval to City Staff.

DONE THIS 28th DAY OF MARCH, 2024, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.


Chairman

ATTEST:


Planning Director

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
March 28, 2024**

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, March 28, 2024.

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

ROLL CALL

Commissioners Present: Chair Mike Simone, Members Kathy Kvasnicka, Shannon Rhoda, Zachary Potter, and Paul Witmer. Chair Member Jimmy Dominguez attended virtually via GoToMeeting

City Staff Present: Planning Director, Todd Hodges, Planner Magaly Morales, City Engineer David Rausch, and Planning Administrative Assistant Beyza Kirmizi.

APPROVAL OF AGENDA

Commissioner Kvasnicka moved to approve the agenda, Commissioner Potter seconded.

CONSENT AGENDA

Commissioner Kvasnicka moved to approve the consent agenda, Commissioner Potter seconded.

PUBLIC COMMENT

There were no public comments.

PUBLIC HEARINGS

There were no public hearing items.

RECUSAL

Commissioner Rhoda recuses herself for the remainder of the meeting.

ACTION ITEMS

- a. P2024-003 A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of an Annexation Known as the Ewing Annexation and Initial Zoning to the 'A' Agriculture Zone District
- b. P2024-004 A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of a Special Use Permit for a Sand and Gravel Pit, Known as the Ewing Special Use Permit

Planner Magaly Morales presented the application submitted by Lewicki and Associates and BURNCO Colorado LLC, with BURNCO Colorado LLC representing Tricycle Lane Texas LLC. Ms. Morales stated that

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
March 28, 2024

the application consists of two items for the same property. The first item being an Annexation known as the Ewing Annexation and Initial Zoning to the 'A' Agriculture Zone District and the second item being a special use permit application for sand and gravel operation known as Ewing Special Use Permit. The application is being represented by Ben Langenfeld with Lewicki and Associates and Devon Glosser with BURSCO Colorado LLS. The site consists of two parcels located west and adjacent to Highway 85, approximately 0.50 mile south of County Road 18. The total area that will be annexed is approximately 156 acres, of which 116 acres will be used for mining operation. The Future Land Use map designates the area as a Mineral Zone as the area likely contains significant aggregate resources and State Law prohibits any surface development until aggregate has been extracted. Therefore, the use aligns with Fort Lupton's Comprehensive Plan. The annexation agreement calls for a future trail easement, which will be delineated along the western boundaries of the property. The proposal states a reclamation of the mining operation, which will convert the site to water storage ponds surrounded by rangeland. All notification requirements have been met.

Ben Langenfeld with Lewicki and Associates and BURSCO Colorado was in attendance to give a presentation. Mr. Langenfeld stated that the property consists of a Lower and Upper Terrace, divided by the Platteville Ditch that runs through the site. The temporary land use consists of a 10-year mining plan, beginning with building slurry walls to ensure mining does not affect the local aquifer. Additionally, to minimize the impact of the mine and any offsite surface water impact, mining will occur in different steps, starting with mining out Pod 1 and Pod 2, which are located in the Lower Terrace. Followed by Pod 3 located in the Upper Terrace and in the processing area. The final land use after reclamation will be fresh water storage and reclaimed dryland from the processing area. Mr. Langenfeld emphasized that they will be staying away from the Wildlife, found in the riparian area, west of Pod 1. The mining plan has been approved by the Colorado Division of Reclamation of Mining and Safety. Accesses will be Right-out and Right-in only, on Highway 85, to prevent traffic initiated by the site. The operation plan also includes different methods to keep dust, odor and disturbances to a minimum.

Chair Simone opened up for public comments at 6:25pm.

- A gentleman from the South Platte Valley Historical Society speaks in favor of the project.

Chair Simone closes public comment at 6:25pm.

Chair Simone opened up for commissioner comments at 6:26pm.

Commissioners discussed:

- The entirety of the mining plan length.
- What, if any, work would be conducted outside working hours and how that would be handled.
- Trail connectivity.
- Project costs.
- Options for construction material partnership.
- Wildlife fencing.
- Reclamation plan.
- Long-term traffic plans.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
March 28, 2024**

Commissioner Witmer moved to approve P2024-003 (A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of an Annexation Known as the Ewing Annexation and Initial Zoning to the 'A' Agriculture Zone District), Commissioner Kvasnicka seconded the motion.

Motion passed unanimously on roll call votes.

Commissioner Potter moved to approve P2024-004 (A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of a Special Use Permit for a Sand and Gravel Pit, known as the Ewing Special Use Permit), Commissioner Witmer seconded the motion.

Motion passed unanimously on a roll call vote.

FUTURE BUSINESS

There are no meetings scheduled for the month of April.

ADJOURNMENT

Vice-Chair White moved to adjourn the meeting at 6:43 PM.

Submitted by

Beyza Kirmizi
Planning Administrative Assistant

Approved by Planning Commission

Mike Simone
Chair

**EWING SPECIAL USE PERMIT STAFF REPORT
PROJECT NO. ANX2024-001**

PROJECT DESCRIPTION

Project No.: ANX2024-001

Project name: Ewin Annexation and Initial Zoning

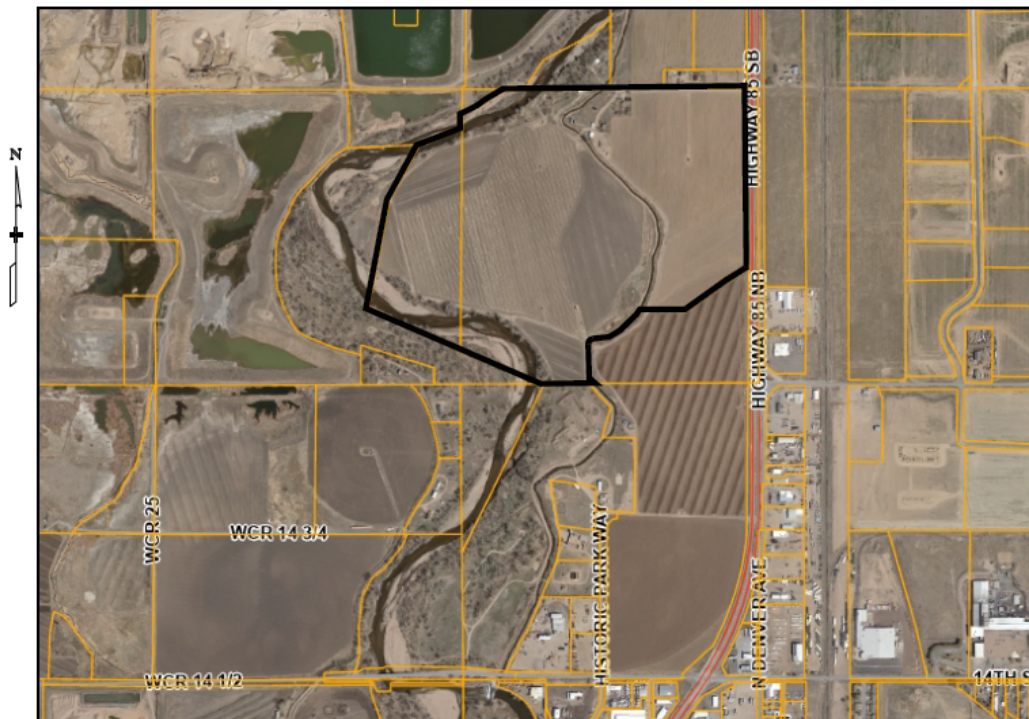
Owner's Name: Tricycle Lane Texas LLC ("Applicants")

Representative: Ben Langenfeld with Lewicki and Associates and Devon Glosser with BURNCO Colorado LLC.

Location of Request:

The site consists of two parcels. The first parcel is located west and adjacent to Highway 85 approximately 0.50 mile south of County Road 19 (Parcel No. 130930000039). The second parcel is located west and adjacent to this parcel (Parcel No. 130930000007). The annexation is located in a part of the South Half of Section 30, Township 2 North, Range 66 West of the 6th Principal Meridian, County of Weld, State of Colorado.

The Property is directly surrounded by industrial, agricultural and rural residential land uses.



VICINITY MAP
SCALE 1"=1000'

Nature of Request:

The Applicants have submitted a request for annexation of two parcels with initial designation to the 'A' Agriculture Zone District. A Special Use Permit application has been submitted concurrently with this annexation request. The proposed Special Use Permit would allow for a sand and gravel pit, which is not a use by right in the Agriculture Zone District.

Site Size: Subject Property: 155.92 acres, more or less;

Proposed Zone District: 'A' Agriculture Zone District

Concept Land Use Plan: The Applicant will be requesting a special use permit for a sand and gravel pit. This request has been submitted concurrently with this annexation and initial zoning review, and will be reviewed at a separate public hearing before Planning Commission and City Council.

Existing Use: The western parcel currently contains a residence along with agriculture land. The eastern parcel currently contains vacant land.

Hearing Dates: Planning Commission – March 28, 2024 at 6:00 PM; and
City Council – April 16, 2024 at 6:00 PM.

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

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

SUMMARY OF PREVIOUS APPLICATIONS

To staff's knowledge, there are no prior applications for these properties through the City of Fort Lupton.

APPLICATION PROCESS

The Applicants are requesting approval of an annexation and initial zoning to the 'A' Agriculture Zone District.

An annexation is processed under [Chapter 15: Annexation](#) of the Fort Lupton Municipal Code ("Code").

After required public notice of annexation and initial zoning, the Planning Commission shall review the annexation map, the concept land use plan and the zoning request at a public hearing, and shall submit a written recommendation to City Council.

The City Council shall then conduct a public hearing and consider the approval of an ordinance annexing the property to the City without election if it finds that the annexation is in compliance with the requirements of the Colorado Municipal Annexation Act of 1965, as amended, and the Fort Lupton Municipal Code. The City Council shall then either:

1. Approve, or approve with conditions, the ordinances for annexation and initial zoning. Approval may be contingent upon specific changes to the zoning or to the annexation agreement provided to the City Council prior to the public hearing.
2. Disapprove the ordinances to annex and initially zone the Property. If the City Council disapproves annexation, no similar request may be heard for a period of one year from the date of denial.

NOTIFICATION REQUIREMENTS

All notification requirements were met, including posting notice of the hearings on the property at least 15 days prior to this public hearing, mailing notice to property owners within 500 feet of the site, and the publishing notice of the hearing in the Fort Lupton Press for four consecutive weeks, with the first publication being at least 30 days prior to the City Council public hearing.

In addition, notice of the public hearings, as well as the resolution and petition, was sent to the Weld County Commissioners and Weld County Attorney, the school district and all special districts on March 22, 2024 by certified mail, return-receipt requested. The annexation impact report was sent on March 22, 2024 to the Weld County Commissioners by certified mail, return-receipt requested.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

This annexation meets the requirements set forth by the Municipal Annexation Act of 1965, as amended and by [Chapter 15 of the Municipal Code](#) relating to Annexation. The Planning Department staff has determined that the applicant has submitted all required documents pursuant to the Code.

Section 15-3 of the Municipal Code outlines the Annexation Policy, which is:

- a) The City Council shall have the sole discretion in the annexation of territory proposed for annexation to the City, and the City is under no obligation to approve any annexation petition.

Staff Comment: On February 20, 2024, the City Council accepted the annexation petition and set the public hearing date for this matter for April 16, 2024.

- b) Land to be annexed shall conform to the goals, policies and strategies of the City.

Staff Comment: The Planning Department finds that the annexation meets the goals, policies and strategies of the City, specifically in relation to the Comprehensive Plan, which is further explained later in this Staff Report.

- c) The petitioner for annexation of land to the City shall be responsible for paying all required fees and for all related costs and overhead incurred by the City in reviewing and processing the annexation petition.

Staff Comment: The Applicant has paid all required land use fees, and has a fee deposit established to cover any costs related to the project.

- d) Annexation shall not divide tracts of land in such a way as to prevent annexation of adjoining land.

Staff Comment: The proposed annexation will not prevent future annexation of adjoining land.

- e) All annexations shall be accompanied by an annexation agreement between the petitioner and the City, stating conditions related to municipal services or other terms of annexation that are not specifically provided for in the Code.

Staff Comment: The Applicant and City Attorney are working in good faith to finalize an annexation agreement. A draft will be provided to the Fort Lupton City Council for consideration prior to the public hearing.

- f) Unless specifically deferred by the City Council, zoning of the property shall occur concurrently with the annexation. Proposed zoning shall conform to a concept land use plan submitted with the annexation petition. In the event that sufficient planning has not been done to define zoning boundaries at the time of annexation, the City may zone the property “A,” Agricultural, as an interim zoning classification.

Staff Comment: The Applicant is requesting zoning to the ‘A’ Agricultural Zone District.

- g) Required contiguity of noncontiguous parcels proposed for annexation may be achieved by annexation of one (1) or more portions of street right-of-way or other public way, a process commonly referred to as “flagpole” annexation.

Staff Comment: The proposed annexation meets the required contiguity.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Fort Lupton Comprehensive Plan designates this area as the Commercial Transition and Mineral Zone use type which includes the land generally located within one-half mile of the South Platte River Corridor, often in the floodplain. Land in this area likely contains significant aggregate resources. State law essentially prohibits any surface development until the aggregate has been extracted. This area should include a regional trail and an expansive regional park as the area is reclaimed. The proposed use conforms to the Mineral Zone land use type and will include a portion of the regional trail once reclaimed.

REFERRALS

Referrals were provided to the list below.

Any comments received can be found at: <https://www.fortluptonco.gov/DocumentCenter/Index/845>

City Attorney	Police Chief	City Administrator
Public Works Director	Building Inspector	GIS Specialist
Economic Development Manager	City Engineer	Fort Lupton Fire Protection District
CDOT	Colorado DRMS	Colorado Parks and Wildlife
Division of Water Resources	Army Corp of Engineers	United Power
Comcast	CenturyLink	Xcel Energy
Weld County Department of Planning	Weld County Department of Public Health & Env	Weld County Public Works
NCWCD	Platteville Ditch Company	State Geologist

RECOMMENDATION

Staff recommends conditional approval of the Ewing Annexation and Initial Zoning to ‘A’ Agricultural. Conditions are listed on the proposed Resolution provided to Planning Commission.

For more information on this development, please refer to the Planning Commission packet provided.

Additional documents can be found at: <https://www.fortluptonco.gov/DocumentCenter/Index/843>

Project Narrative

This section describes the proposed land use and summarizes the operating details of the Ewing Gravel Pit. More details on the mining and reclamation plan are provided in the Colorado Division of Reclamation, Mining, and Safety (CDRMS) Permit in Appendix 1. BURNCO commits to comply with all Fort Lupton and Weld County standards applicable to the site zoning and proposed use as mineral extraction.

1. Site Access and Internal Road Improvements

Prior to mining, some improvements need to be made to facilitate site access. The proposed site access is from an existing gravel road in the northwest of the site that connects to US-85. The proposed access is shown in Figure 1. This road is an approximately 20-foot-wide gravel road. The road will be widened to 36 feet to support regular mining traffic. A water truck or dust suppressant will be utilized to reduce dust production.

The existing ditch crossing that provides access between the upper and lower terraces of the site also needs to be improved. The existing crossing is 15 feet wide on top of a box culvert for the Platteville Ditch to flow through. This will need to be widened to 30 feet so that mining equipment, particularly haul trucks, may cross to take material to the processing area. The ditch crossing will be improved, in coordination with the ditch owner, to be 30 feet wide, with a longer box culvert, and gravel or road base on top. Details of the ditch crossing improvements are shown on Map C-2.

Both of these road improvements will be completed prior to the beginning of mining.

2. Mining & Processing Plan

BURNCO plans to mine sand and gravel at the Ewing Gravel Pit using open pit mining methods. Mining will occur on approximately 84 acres within three pods across the site; starting in the west and proceeding east. The mining areas will maintain appropriate setbacks from all structures that currently exist such that the structures will not be impacted by mining. The structures on the site where the western portion of the processing area is proposed will be demolished. All oil and gas structures will also be removed during mining. An overhead utility line runs through the center of the proposed Pod 3, which will be rerouted in coordination with the utility owner. Setbacks and easements are identified in Map C-1 and C-2.

A total of 116.0 acres will be disturbed within the 156.7 acre permit area. A simplified mining plan showing the processing area and mining pods is shown in Figure 5.

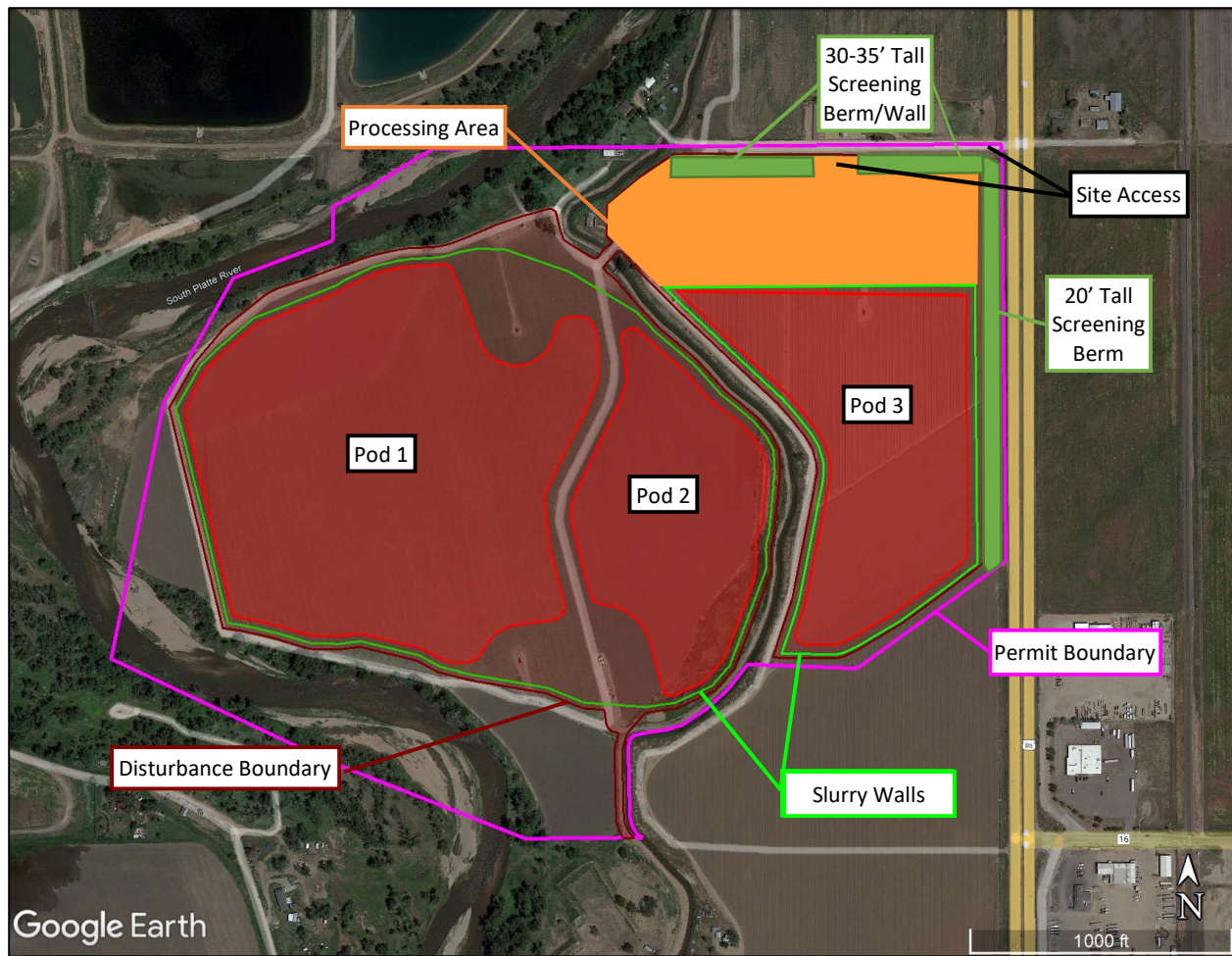


Figure 5. Mining Plan

Topsoil and overburden will be stripped and stockpiled in the processing area prior to mining. Mining will extract the 16-foot average sand and gravel deposit via excavators, haul trucks, and other appropriate earth moving equipment. Material will be transported from the active pit to the processing area on the upper terrace via a conveyor. Processing of the sand and gravel will include crushing, screening, washing, and concrete/asphalt production. The aggregate materials will be sorted by size into stockpiles, where it will then be sold and transported off site or used in producing concrete or asphalt using the plants on site. Reclamation will occur as mining progresses through the pods. Only one pod will be open at a time for mining, while the previous pods will be in the process of being reclaimed, or fully reclaimed. This will help to reduce the total impact of the mine at any point in time. Mining will occur from west to east, starting with Pod 1, then Pod 2, then Pod 3. The last area to be mined will be the processing area.

A slurry wall be installed surrounding Pods 1 & 2, and another surrounding most of Pod 3 prior to mining. This will keep groundwater from entering the pits and ensure that mining does not affect the local aquifer. It will only surround a portion of the processing area so groundwater ponds can be constructed for water usage. This slurry wall will remain installed throughout the

life of the mine, and after reclamation. The slurry wall location is shown on Map C-2. Details on the groundwater impacts of the slurry wall are discussed in Section 5.3 Groundwater Handling.

More details on mining and processing are provided in the Exhibit C maps and Exhibit D of the CDRMS Permit in Appendix 1.

3. Reclamation Plan

The Ewing Gravel Pit will be reclaimed to be freshwater storage. Reclamation will occur concurrently with mining. It will consist of regrading the site to its final conditions, re-topsoiling all disturbances, and revegetating the site to rangeland. All mining and processing structures will be removed from the site. The screening berm along the east of the site will be flattened. The slurry wall will remain following reclamation which will allow the pits to be used as freshwater storage. The access will also remain to facilitate site access. A simplified reclamation plan is shown in Figure 6.

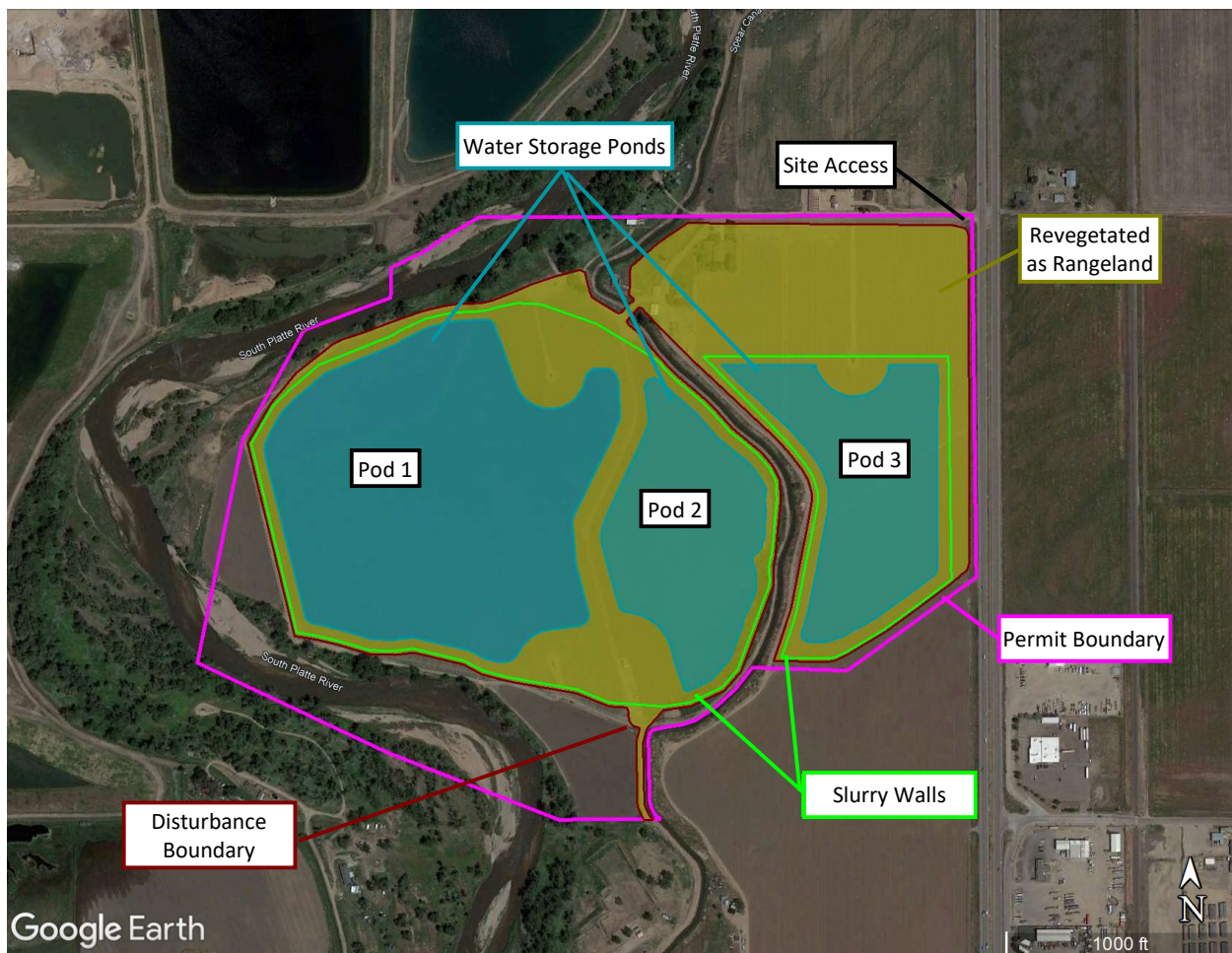


Figure 6. Reclamation Plan

More details on reclamation are provided in the Exhibit F maps and Exhibit E of the CDRMS Permit in Appendix 1.

4. Schedule of Operations

Aggregate mining will occur as dictated by demand with an average annual production of 600,000 to 1,000,000 tons. Products will be sold throughout the year. The hours of operation will be 6:00 am to 7:00 pm Monday to Saturday. The operator will not have night mining operations, however, minor truck activity or emergency repairs may occur after hours. BURNCO will abide by Fort Lupton's noise limits and quiet hours from 10:00 pm to 7:00 am.

5. Water Handling and Source

This section summarizes how water will be consumed and how stormwater will be handled. More detailed information and hydrologic calculations are located in the Drainage Report as well Exhibit G of the CDRMS Permit provided in Appendix 1.

5.1. Water Source and Use

Water will be used for industrial purposes to support the Ewing Gravel Pit. The primary consumptive uses of water will be for material processing: aggregate washing, dust control, and concrete/asphalt production. The water for these purposes will be obtained from groundwater ponds located in the processing area. Approximate locations for these ponds are shown on Map C-2 in the CDRMS Application. This water use from the ponds will need to be permitted through the Colorado Division of Water Resources (CDWR) with an augmentation plan prior to construction. Anticipated consumption calculations are provided in Exhibit G of the CDRMS permit. The water right for industrial consumptive use has not yet been obtained for the operation. Potable water for employees to drink will be bought and transported to the site.

5.2. Surface Water Handling

Mining at the Ewing Gravel Pit will impact the sites surface water through changes in stormwater runoff and drainage. Map G-1 in the CDRMS Permit shows the drainage patterns that currently exist, as well as how they change throughout mining and reclamation. Grading and stormwater berms will work to keep all stormwater runoff within the site. The processing area will be surrounded by berms to contain all runoff. All other runoff will drain to the pits where it will be allowed to infiltrate or evaporate. Any surface water discharges will be at a WQCC permitted outfall and will be sampled for water quality testing.

The primary concern for surface water protection during mining is to prevent the discharge of sediment, oils, or hydraulic fluids. Standard best management practices are used for storage of oils, diesel fuel, and hydraulic fluids. These BMP's include storing and transferring fluids within

secondary containment, having spill kits available, and properly training employees on safe practices. Sediment can be controlled by containing all runoff within the site through the methods described above. More details on preventing spills are provided in the Spill Prevention, Control, & Countermeasure (SPCC) Plan provided in Appendix 3.

5.3. Groundwater Handling

Groundwater is located approximately 5 feet below the surface on the lower terrace, and 25 below the surface on the upper terrace. It flows within the aquifer from the south to the north, along with the South Platte River. Groundwater interaction will be minimal during mining. Any groundwater that enters the pit will be isolated before being pumped out. Two slurry walls will be installed prior to mining surrounding Pods 1 & 2, and another surrounding Pod 3. This will keep groundwater from entering the mining areas so that there is not an ongoing interaction with the aquifer. A groundwater model was completed by GSI Environmental which determined that the slurry walls will have minimal impact on the surrounding groundwater. More importantly, mining and installing slurry walls will not impact Xcel Energy's groundwater collection from the site. This groundwater study is provided in the CDRMS Permit in Appendix 1.

A groundwater monitoring plan is required by the CDRMS to monitor groundwater quality before and during mining. The plan includes quarterly monitoring of the groundwater from three wells across the site that collect water before and after passing below the mining areas. Quarterly monitoring will help to identify any changes to groundwater quality that could potentially be caused by the mining operation. It is not anticipated that groundwater pollution will occur due to the multiple BMP's put in place for water and hazardous material handling. If pollution from the mine does occur, BURSCO will identify and stop the cause of the pollution. Monitoring will increase until the groundwater quality is back to normal levels. The groundwater monitoring plan is provided in the CDRMS Permit in Appendix 1.

6. Utilities

No utilities will need to be improved or provided to support the Ewing Gravel Pit. All power needs are anticipated to be met by generators. If necessary, power lines serviced by United Power are present to power the residences currently at the site. BURSCO will acquire power, if necessary, through a contract with United Power and the existing lines.

A potable water source is not necessary as all consumptive water will be sourced from existing wells on site. This water will only be used for processing and dust control. Bottled water will be available in the mine office for employees to drink. Portable toilets will be located in the processing area. They will be serviced by a contractor.

Several gas, electric, and water utilities are present at the site. Mining will maintain an appropriate setback as to not affect these structures. Overhead utility lines run north to south through the upper terrace where mining will occur. BURSCO plans to work with the utility owner

to reroute this structure. Structure agreements will be obtained for all utilities within 200 feet of mining.

7. Employees

The quarry workforce will consist of several experienced employees from the local community. The quarry is a moderately sized aggregate mining operation so the amount of crew members present at the site will be limited. The workforce will be supplemented by BURNCO personnel as needed. The anticipated workforce to be employed and present at the mine will be as follows:

- 1 Operations Manager / Foreman
- 5-10 Construction & Mining Crew

1. Land Use Application

A land use application was submitted to the City of Fort Lupton separately from this report.

2. Title Commitment

The title commitment is attached to this section. It is dated within 30 days of the initial annexation application submittal. An updated title can be provided at the request of the City of Fort Lupton.

3. Development Reports

Drainage Report

The drainage report is provided in the land use application.

Street Construction Plans

Access to the site will be from the existing access in the northeast of the site along US-85. This will require improvements including turning lanes in accordance with the Colorado Department of Transportation (CDOT) and access permit as described in the traffic study (attached in Land Use Application). The proposed improvements include an 850-foot-long northbound left turn lane into the site, an 800-foot southbound deceleration turn lane into the site, and a 1,380 foot long acceleration lane for the eastbound right exiting the site. Designs for these improvements will be developed by a construction contractor and submitted to Fort Lupton. These designs will be in accordance with CDOT regulations for road construction. Refer to the traffic study that was provided with the Land Use Application for more information.

Utility Construction

No utilities will be required for the mining operations at the Ewing Gravel Pit. All existing utilities are shown on Map C-1 provided in Appendix 1.

Park Facilities

The site will not contain any parks both during and after reclamation. The reclamation land use is rangeland and water storage.

Final Landscape Plan

The landscape plan is shown on Maps C-2 and F-1. These depict the landscaping during mining and after reclamation. More details on the landscaping plan are provided in Exhibit E of the CDRMS permit.

Warranty Deed

Refer to the title policy that was submitted with the Annexation and Land Use applications and above.

Water Rights

Burnco does not own any water rights currently for the proposed operation. All existing water rights on the site not associated with the mining operation are provided in the Historical Water Affidavit that was submitted with the land use permit. More information on water rights and water use are provided in the Land Use Application and CDRMS Permit.

CDOT Permits for Utility and Access

An access permit is currently being obtained by Burnco. No access improvements will occur prior to the approval of this permit. The approved permit will be submitted to the city once obtained. Permits will not be required for utilities as no new utilities are being constructed.

Colorado Department of Public Health and Environment (CDPHE) Construction Dewatering Permit

This permit will be obtained following the approval of the Land Use Permit and Colorado Division of Reclamation, Mining, and Safety (CDRMS) permits. It will be submitted to the city once approved. No water will be discharged from the site prior to the procurement of this permit.

Army Corp of Engineer Permits (ACOE)

No disturbance of wetlands or waterways will occur, therefore, any ACOE permits are not necessary.

Colorado Department of Public Health and Environment (CDPHE) Air Pollution Emission Notice (APEN)

CDPHE APEN permits will be obtained for mining activities and all mining and processing equipment after the approval of the CDRMS and Land Use permits. All production at the Ewing Gravel Pit will be maintained within the limits of these air permits.

Ditch Company Permits

Operations will not occur within the ditch right of ways on the site. The Platteville Ditch crossing will require improvements before mining on the lower terrace occurs. Communication with the ditch company has occurred and a written agreement with the ditch company will be obtained prior to any improvement construction.

Federal Emergency Management Agency (FEMA) Applications

A floodplain development permit has been developed and has been provided to the city. No FEMA permits will be required.

Signs & Lighting

Speed limit and stop signs will be posted throughout the site along haul roads. Locations of these will change throughout the site as mining progresses so they are not detailed on the map. Lighting will be limited in use, and only within the processing area. All lights will be downcast.

Architectural Elevations

Elevations and site contours are shown on the mining and reclamation maps (C-2, C-3, and F-1).

Employees

The quarry workforce will consist of several experienced employees from the local community. The quarry is a moderately sized aggregate mining operation so the amount of crew members present at the site will be limited. The workforce will be supplemented by BURNCO personnel as needed. The anticipated workforce to be employed and present at the mine will be as follows:

- 1 Operations Manager / Foreman
- 5-10 Construction & Mining Crew

Phasing

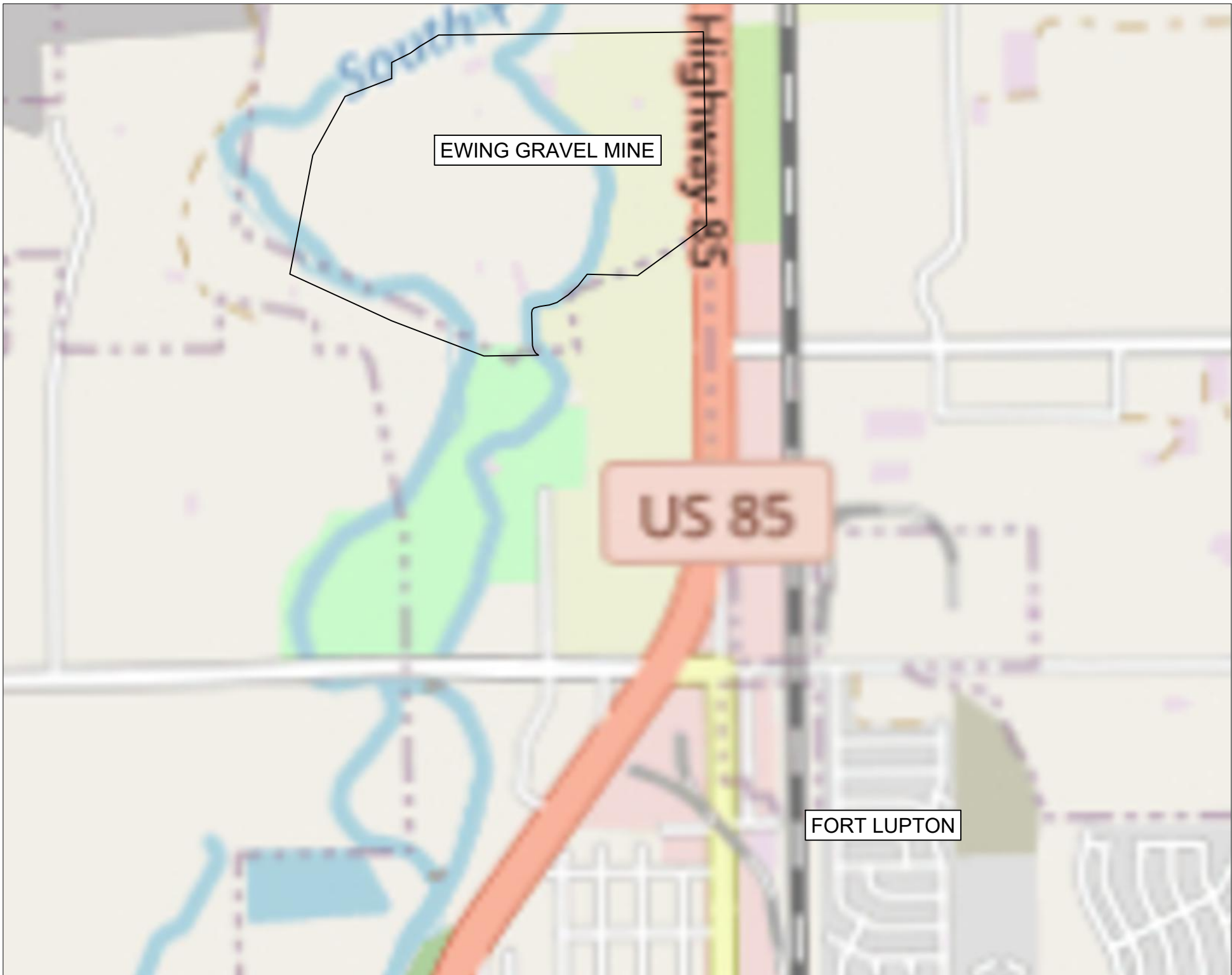
Mining will occur in phases corresponding to each pod. Mining will be in three pods, progressing from west to east. Each 'phase' consists of topsoil and overburden stripping, mining of sand and gravel, then reclamation. These phases and mining directions are shown on the mining and reclamation maps. Refer to the CDRMS permit and Land Use permit application for more information.

Landscape Materials and Installation Costs

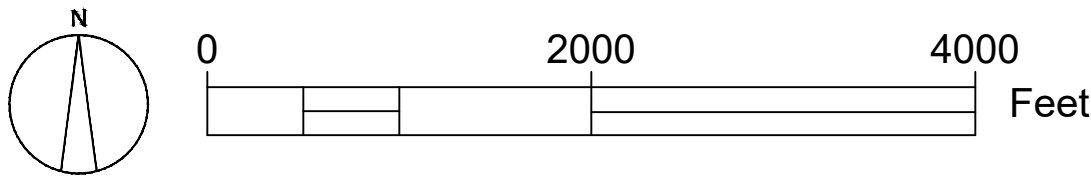
Refer to the reclamation plan and reclamation bond (Exhibits E and L) in the CDRMS permit for this information.

Construction Plans

Maps C-2, C-3, and F-1 will serve as the construction plans. Any new construction plans, such as those for road improvements, will be submitted to the City of Fort Lupton once they are obtained.



PROJECT LOCATION MAP



PROPERTY OWNER:
TRICYCLE LANE TEXAS LLC
10040 DALLAS STREET
HENDERSON, CO 80640
970-587-7208

OPERATOR:
BURNCO COLORADO LLC
10040 DALLAS STREET
HENDERSON, CO 80640
970-587-7208

PROPERTY DESCRIPTION

A part of the South Half of Section 30, Township 2 North, Range 66 West of the 6th Principal Meridian, County of Weld, State of Colorado, more particularly described as follows:

Beginning at a point on the North line of the Southeast Quarter of said Section 30, whence the Center Quarter corner thereof bears S89°18'36"W, a distance of 385.20 feet with all bearings contained herein relative thereto; thence along said North line N89°18'36"E, a distance of 2,155.68 feet to the West line of State Highway No. 85; thence along said line S00°33'45"E, a distance of 1,621.38 feet; thence departing said line S58°17'41"W, a distance of 207.66 feet; thence S54°32'32"W, a distance of 454.35 feet; thence N89°56'38"W, a distance of 405.32 feet; thence S32°38'07"W, a distance of 58.11 feet; thence S45°50'31"W, a distance of 199.99 feet; thence S59°02'29"W, a distance of 114.65 feet; thence S83°51'44"W, a distance of 144.55 feet to a point of curvature; thence along the arc of a curve to the left 72.62 feet, having a radius of 48.64 feet and a central angle of 85°32'45"; thence S01°41'01"E, a distance of 302.49 feet; thence S50°00'59"E, a distance of 68.91 feet to the South line of said Southeast Quarter of Section 30; thence along said line S89°17'40"W, a distance of 482.76 feet; thence departing said line N66°44'01"W, a distance of 1,701.34 feet; thence N10°55'47"E, a distance of 992.00 feet; thence N28°40'47"E, a distance of 550.00 feet; thence N68°55'47"E, a distance of 416.00 feet to the West line of said Southeast Quarter of Section 30; thence along said line N00°05'52"W, a distance of 128.84 feet; thence departing said line N63°09'23"E, a distance of 172.35 feet; thence N54°31'39"E, a distance of 94.45 feet; thence N58°52'35"E, a distance of 180.15 feet to the POINT OF BEGINNING.

Containing 155.92 acres, more or less.

OWNER'S APPROVAL

Known All Men By These Presents, that Tricycle Lane Texas, LLC, being the sole owner 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 site plan and its associated commitments via special use permit _____.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, ____.

PROVINCE OF ALBERTA)
_____)ss
CITY OF CALGARY)

The foregoing instrument was acknowledged before me by _____ on this _____ day of _____, _____. Witness my hand and seal.

My commission expires _____.

Notary Public

CITY ENGINEER'S APPROVAL

Approved this _____ day of _____, 2024.

City Engineer

CITY WATER AND SEWER DEPARTMENT APPROVAL

Approved this _____ day of _____, 2024.

Director of Public Works

CITY ADMINISTRATOR'S APPROVAL

Approved this _____ day of _____, 2024.

Director of Public Works

PLANNING COMISSION RECOMMENDATION

Recommended this _ day of _____, 2024, by Resolution No. ____.

Chairperson, Fort Lupton
Planning Commission

MAYOR'S CERTIFICATE

This is to certify that a plat of the above-described property was approved by Resolution No. _____ of the City of Fort Lupton passed and adopted on the _____ day of _____, _____. A.D., 2024 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.

Mayor

Attest:

City Clerk

(Seal)

Site Plan - Cover Sheet

Ewing Gravel Pit

Special Use Permit No. BURNCO dba Bestway Concrete		
Mine Entry Location:	Latitude: 40.100098	Longitude: -104.810927
State: COLORADO	County: Weld	Nearest Town: Fort Lupton
Section: 30	Township: 2N	Range: 66W
Major Watershed:	South Platte River	MSHA ID: ---
City of Fort Lupton, Colorado		
DRMS Permit: M-2023-033		
Map Georeferencing Information:	Datum: NAD83	Projection: CO NORTH
Survey Source: Drone	Drawn by: SAC	Date: 12/15/23
Imagery Source: GoogleEarth	Checked by: BEL	Date: 12/15/23
Survey Date: 2019	Approved by: BEL	Date: 12/15/23
Imagery Date: 6/9/2017		
File Name: Ewing Gravel-Maps 240104		

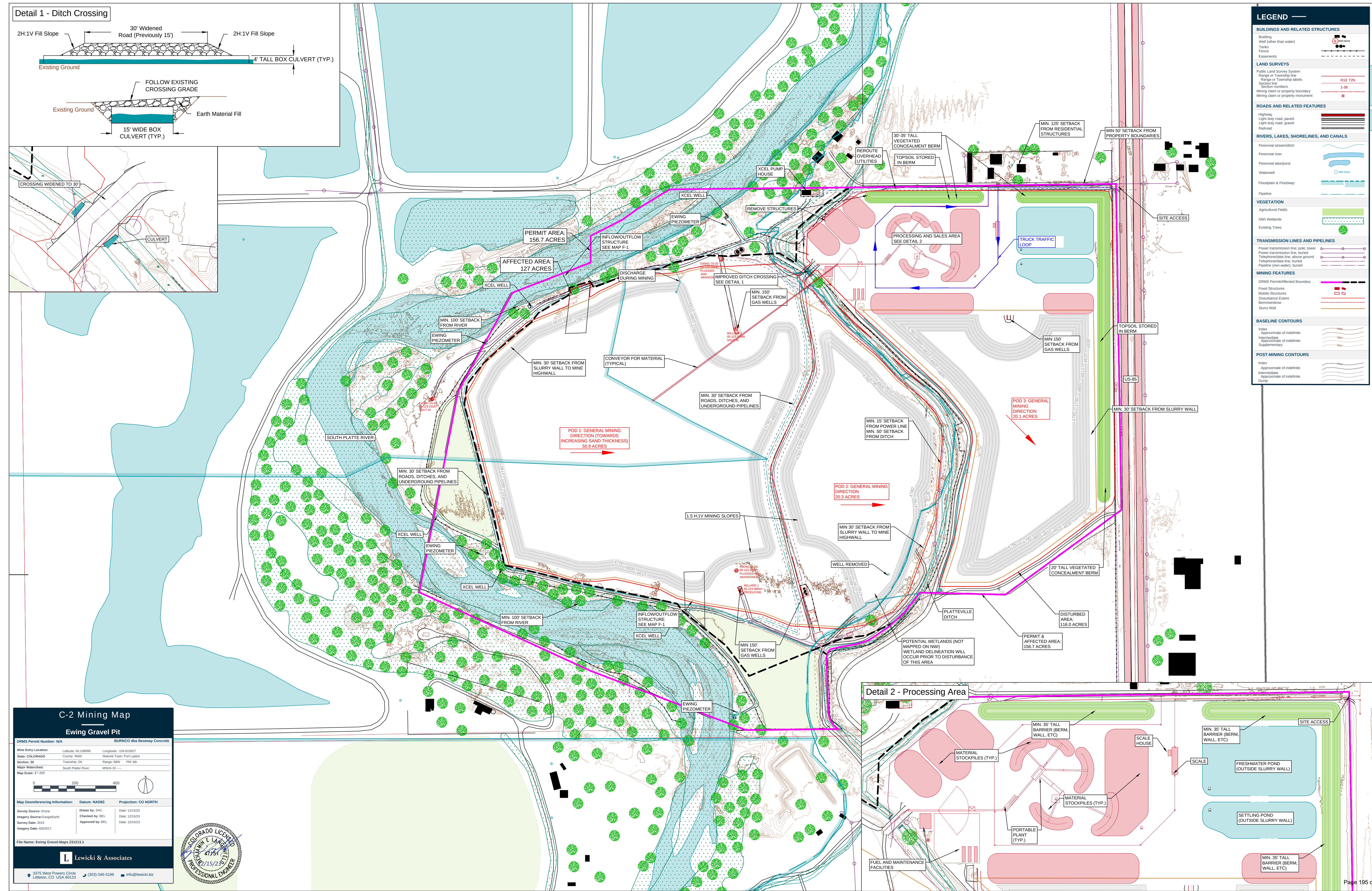
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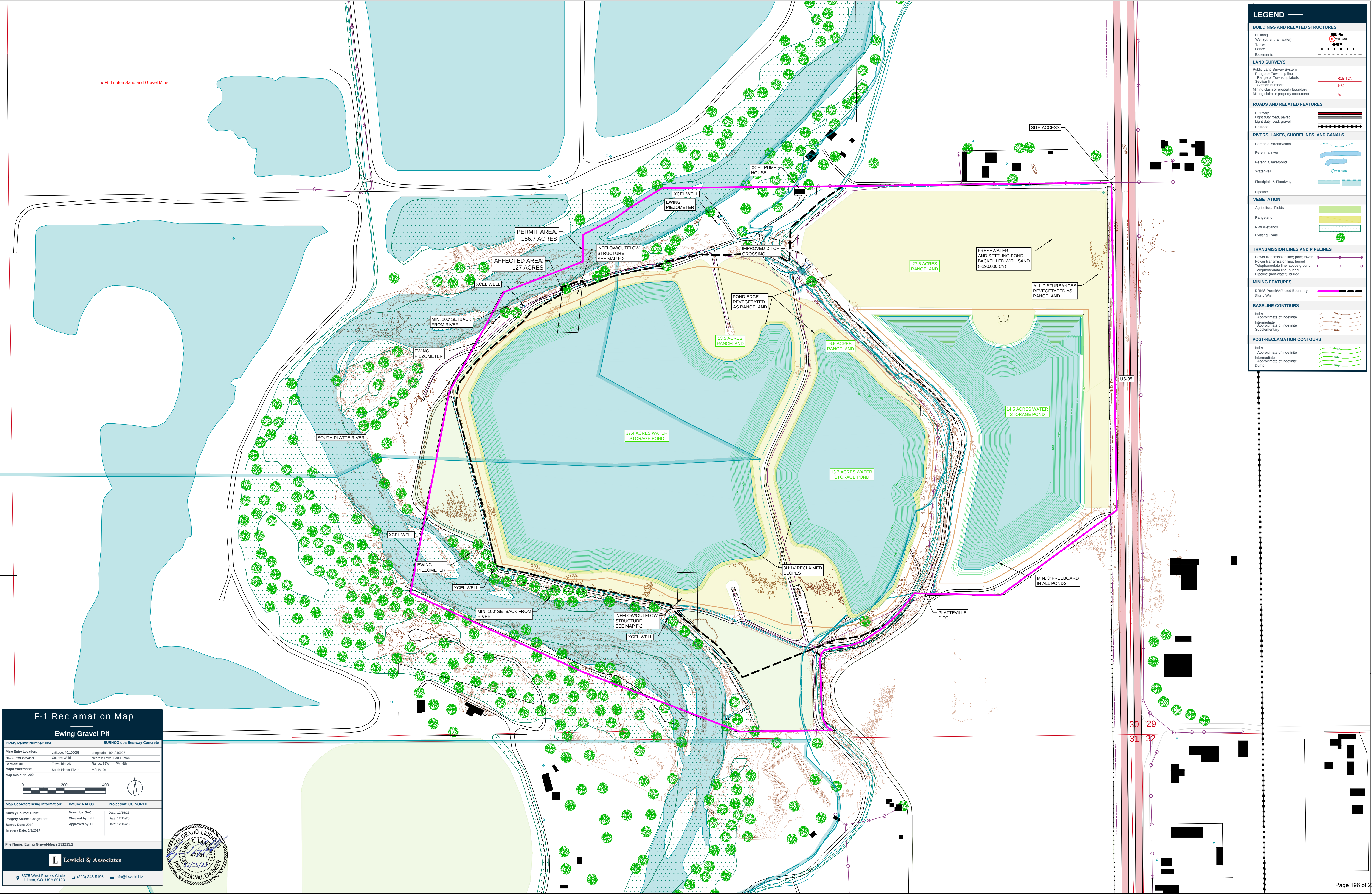
Lewicki & Associates

3375 West Powers Circle
Littleton, CO USA 80123

(303)-346-5196

info@lewicki.biz





F-1 Reclamation Map

Ewing Gravel Pit

DRMS Permit Number: N/A

BURNCO dba Bestway Concrete

Mine Entry Location:

Latitude: 40.109098

Longitude: -104.810927

State: COLORADO

County: Weld

Nearest Town: Fort Lupton

Section: 30

Township: 38N

Range: 66W

PM: 6th

Major Watershed:

South Platte River

MSHA ID: ---

Map Scale: 1" = 200'

0 200 400

Map Georeferencing Information:

Datum: NAD83

Projection: CO NORTH

Survey Source: Drone

Drawn by: SAC

Date: 12/15/23

Imagery Source: GoogleEarth

Checked by: BEL

Date: 12/15/23

Survey Date: 2019

Approved by: BEL

Date: 12/15/23

Imagery Date: 6/9/2017

File Name: Ewing Gravel-Maps 231213.1

L

Lewicki & Associates

3375 West Powers Circle

Littleton, CO USA 80123

(303)-346-5196

info@lewicki.biz



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on **the 13th day of March, 2024**, a true and correct copy of the foregoing Notice of Public Hearings for the **Ewing Annexation and Special Use Permit** was sent via United States Mail, postage pre-paid, to the following addresses:

E & J ROCKY MOUNTAIN PROPERTIES
LLC
12608 WATERSIDE LN
LONGMONT, CO 805045252
WELD-85
8791 CIRCLE DR
WESTMINSTER, CO 800313675

GEN III ENTERPRISES LLC
1195 TURQUOISE DR
LONGMONT, CO 805047304

TRICYCLE LANE TEXAS LLC
10100 DALLAS ST
HENDERSON, CO 806408491

SAKATA LAND CO
P O BOX 508
BRIGHTON, CO 80601050

AURORA CITY OF
15151 E ALAMEDA PKWY # 3600
AURORA, CO 800121555

TRICYCLE LANE TEXAS LLC
10100 DALLAS ST
HENDERSON, CO 806408491

BACHOFER ROSS
7525 US HIGHWAY 85
FORT LUPTON, CO 806218809

AURORA CITY OF
15151 E ALAMEDA PKWY # 3600
AURORA, CO 800121555

RANKIN PENNY J
12331 COUNTY ROAD 14 1/2
FORT LUPTON, CO 806218814

OTTESEN MARK C (60%)
PO BOX 461
SALIDA, CO 812010461

MARTINEZ HUMBERTO CALDERON
7493 US HIGHWAY 85
FORT LUPTON, CO 806218809

AURORA CITY OF
15151 E ALAMEDA PKWY STE 3600
AURORA, CO 800121555

LG EVERIST INC
350 S MAIN AVE STE 400
SIOUX FALLS, SD 571046312

LG EVERIST INC
350 S MAIN AVE STE 400
SIOUX FALLS, SD 571046312

SOUTH PLATTE VALLEY HISTORICAL SOCIETY
PO BOX 633
FT LUPTON, CO 806210633

STRANGE BRONN
12335 COUNTY ROAD 14 1/2
FORT LUPTON, CO 806218814

BARRON JESUS
PO BOX 888
FORT LUPTON, CO 806210888

COLORADO - DEPT OF HIGHWAYS
4201 E ARKANSAS AVE
DENVER, CO 802223406

WRIGHT INVESTMENT GROUP INC
3814 CHEYENNE DR
GREELEY, CO 806349337

Magaly Morales-Tejada

City Official



Planning & Building

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

Phone: 720.928.4003
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 an Annexation and Special Use Permit referred to as the Ewing Annexation and Special Use Permit located west and adjacent to Highway 85 and approximately .5 mile south of County Road 18 in Weld County, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, March 28, 2024, at 6:00 P.M., and before the City Council on Tuesday, April 16, 2024, at 6:00 P.M. or as soon as possible thereafter.

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

Further information is available through the City Planning and Building Department at (720) 928-4003

ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT BIT.LY/FLDEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: EWING ANNEXATION AND SPECIAL USE PERMIT

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

The Ewing Gravel Pit is located directly north of Fort Lupton in Weld County, CO in part of the Southeast $\frac{1}{4}$ (SE $\frac{1}{4}$) of Section 30, Township 2 North, Range 66 West, of the 6th Principal Meridian (PM) and part of the East $\frac{1}{2}$ (E $\frac{1}{2}$) of the Southwest $\frac{1}{4}$ (SW $\frac{1}{4}$) of Section 30, Township 2 North, Range 66 West, of the 6th Principal Meridian (PM). The legal description is as follows:

A PLAT OF A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., EXCEPT THE TRACT OF LAND CONVEYED IN QUIT CLAIM DEED RECORDED MARCH 13, 1967 UNDER RECEPTION NO. 1501076, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY COLORADO, DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE NORTH ALONG THE EAST LINE OF SAID SE1/4, A DISTANCE OF 1082.00 FEET; THENCE S60°45'W, A DISTANCE OF 135.41 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF U.S. HIGHWAY NO. 85, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE S58° 45'W, A DISTANCE OF 211.18 FEET; THENCE S55°03'W A DISTANCE OF 454.35 FEET; THENCE NORTH 89°19'30"W, A DISTANCE OF 405.42 FEET TO A POINT ON THE CENTERLINE OF THE

PLATTEVILLE DITCH; THENCE ALONG SAID CENTERLINE BY THE FOLLOWING COURSES AND DISTANCES;

S32°57'W, 57.98 FEET;

S46°21'W, 200.00 FEET;

S59°36'W, 115.00 FEET;

S84°25'45"W, 145.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.62 FEET (THE RADIUS OF SAID CURVE IS 48.64 FEET AND THE DELTA IS 85°32'45");

THENCE S01 ° 07'E, 304.28 FEET;

S49°40'30"E, 65.07 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF THE SE1/4 SECTION 30; THENCE N89° 51'E ALONG SAID SOUTH LINE, A DISTANCE OF 1366.39 FEET TO A POINT ON THE WESTERLY R.O.W. OF U.S. HIGHWAY NO. 85; THENCE NORTH ALONG SAID R.O.W. LINE, A DISTANCE OF 1015. 84 FEET TO THE TRUE POINT OF BEGINNING.

AND ALSO EXCEPTING A TRACT OF LAND SITUATED IN SE1/4 OF SAID SECTION 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4; THENCE DUE EAST 720 FEET; THENCE NORTH 66° 24' WEST 810 FEET; THENCE SOUTH 320 FEET TO THE PLACE OF BEGINNING;

AND ALSO EXCEPTING A TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF THE SE 1/4 FROM WHICH POINT THE NORTHEAST CORNER OF SECTION 30 BEARS NORTH 2°26' EAST, A DISTANCE OF 2640.6 FEET; THENCE SOUTH 0°05' EAST, 1619.0 FEET TO A POINT ON THE SOUTH PROPERTY LINE; THENCE NORTH 60° 40' EAST, A DISTANCE OF 137.5 FEET TO A POINT ON THE EAST LINE OF SECTION 30; THENCE ALONG THE EAST LINE OF SECTION 30, NORTH 0°05' WEST, A DISTANCE OF 1551.8 FEET TO THE NORTHEAST CORNER OF THE SE 1/4 OF SAID SECTION 30; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 SOUTH 89°55'30" WEST, A DISTANCE OF 120.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING,

AND ALSO EXCEPTING THAT TRACT OF LAND CONVEYED BY WARRANTY DEED RECORDED JULY 11, 2001 UNDER RECEPTION NO. 2865029, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP TWO NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP 2 NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION THIRTY BEARS S00° 20'40"W, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION THIRTY, N89° 43'26"E A DISTANCE OF 385.26 FEET; THENCE SOUTH 59°17'18"W A DISTANCE OF 180.22 FEET; THENCE S54° 56'22"W A DISTANCE OF 94.45 FEET; THENCE S63 34'06W A DISTANCE OF 172.35 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE ALONG SAID WEST LINE N00° 20'40"E A DISTANCE OF 221.16 FEET MORE OR LESS TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THAT PARCEL CONVEYED TO THE STATE HIGHWAY COMMISSION OF COLORADO IN DEED RECORDED FEBRUARY 3, 1964 UNDER RECEPTION NO. 1428041, COUNTY OF WELD, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND LOCATED IN THE SOUTHWEST (SW 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 350 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 69° WEST 416 FEET; THENCE SOUTH 28° 45' WEST 550 FEET; THENCE SOUTH 11° WEST 992 FEET; THENCE SOUTH 66° 24' EAST 920 FEET; THENCE DUE NORTH 1970 FEET TO THE PLACE OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO

March 13, 2024

Greeley Tribune
Attention: Legal Publications

Please publish the following Notice on four consecutive weeks in the Greeley Tribune starting with the **March 14, 2024** issue and followed by the **March 21, 2024; March 28, 2024 and April 4, 2024** issues.

**CITY OF FORT LUPTON
NOTICE OF PUBLIC HEARING**

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PARCEL A:

THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,

EXCEPT THE TRACT OF LAND CONVEYED IN QUIT CLAIM DEED RECORDED MARCH 13, 1967 UNDER RECEPTION NO. 1501076, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY COLORADO, DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE NORTH ALONG THE EAST LINE OF SAID SE1/4, A DISTANCE OF 1082.00 FEET; THENCE S60°45'W, A DISTANCE OF 135.41 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF U.S. HIGHWAY NO. 85, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE S58° 45'W, A DISTANCE OF 211.18 FEET; THENCE S55°03'W A DISTANCE OF 454.35 FEET; THENCE NORTH 89°19'30"W, A DISTANCE OF 405.42 FEET TO A POINT ON THE CENTERLINE OF THE PLATTEVILLE DITCH; THENCE ALONG SAID CENTERLINE BY THE FOLLOWING COURSES AND DISTANCES;

S32°57'W, 57.98 FEET;

S46°21'W, 200.00 FEET;

S59°36'W, 115.00 FEET;

S84°25'45"W, 145.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.62 FEET (THE RADIUS OF SAID CURVE IS 48.64 FEET AND THE DELTA IS 85°32'45");

THENCE S01 ° 07'E, 304.28 FEET;

S49°40'30"E, 65.07 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF THE SE1/4 SECTION 30; THENCE N89° 51'E ALONG SAID SOUTH LINE, A DISTANCE OF 1366.39 FEET TO A POINT ON THE WESTERLY R.O.W. OF U.S. HIGHWAY NO. 85; THENCE NORTH ALONG SAID R.O.W. LINE, A DISTANCE OF 1015. 84 FEET TO THE TRUE POINT OF BEGINNING.

AND ALSO EXCEPTING A TRACT OF LAND SITUATED IN SE1/4 OF SAID SECTION 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4; THENCE DUE EAST 720 FEET; THENCE NORTH 66° 24' WEST 810 FEET; THENCE SOUTH 320 FEET TO THE PLACE OF BEGINNING;

AND ALSO EXCEPTING A TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF THE SE 1/4 FROM WHICH POINT THE NORTHEAST CORNER OF SECTION 30 BEARS NORTH 2°26' EAST, A DISTANCE OF 2640.6 FEET; THENCE SOUTH 0°05' EAST, 1619.0 FEET TO A POINT ON THE SOUTH PROPERTY LINE; THENCE NORTH 60° 40' EAST, A DISTANCE OF 137.5 FEET TO A POINT ON THE EAST LINE OF SECTION 30; THENCE ALONG THE EAST LINE OF SECTION 30, NORTH 0°05' WEST, A DISTANCE OF 1551.8 FEET TO THE NORTHEAST CORNER OF THE SE 1/4 OF SAID SECTION 30; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 SOUTH 89°55'30" WEST, A DISTANCE OF 120.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING,

AND ALSO EXCEPTING THAT TRACT OF LAND CONVEYED BY WARRANTY DEED RECORDED JULY 11, 2001 UNDER RECEPTION NO. 2865029, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP TWO NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP 2 NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION THIRTY BEARS S00° 20'40"W, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION THIRTY, N89° 43'26"E

A DISTANCE OF 385.26 FEET; THENCE SOUTH 59°17'18"W A DISTANCE OF 180.22 FEET; THENCE S54° 56'22"W A DISTANCE OF 94.45 FEET; THENCE S63 34'06W A DISTANCE OF 172.35 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE ALONG SAID WEST LINE N00° 20'40"E A DISTANCE OF 221.16 FEET MORE OR LESS TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THAT PARCEL CONVEYED TO THE STATE HIGHWAY COMMISSION OF COLORADO IN DEED RECORDED FEBRUARY 3, 1964 UNDER RECEPTION NO. 1428041, COUNTY OF WELD, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND LOCATED IN THE SOUTHWEST (SW 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 350 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 69° WEST 416 FEET; THENCE SOUTH 28° 45' WEST 550 FEET; THENCE SOUTH 11° WEST 992 FEET; THENCE SOUTH 66° 24' EAST 920 FEET; THENCE DUE NORTH 1970 FEET TO THE PLACE OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO

**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 an Annexation and Special Use Permit referred to as the Ewing Annexation and Special Use Permit located west and adjacent to Highway 85 and approximately .5 mile south of County Road 18 in Weld County, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, March 28, 2024, at 6:00 P.M., and before the City Council on Tuesday, April 16, 2024, at 6:00 P.M. or as soon as possible thereafter.

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

Further information is available through the City Planning and Building Department at (720) 928-4003

ALL INTERESTED PERSONS MAY ATTEND.

LEGAL DESCRIPTION

The Ewing Gravel Pit is located directly north of Fort Lupton in Weld County, CO in part of the Southeast ¼ (SE ¼) of Section 30, Township 2 North, Range 66 West, of the 6th Principal Meridian (PM) and part of the East ½ (E ½) of the Southwest ¼ (SW ¼) of Section 30, Township 2 North, Range 66 West, of the 6th Principal Meridian (PM). The legal description is as follows:

A PLAT OF A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,

EXCEPT THE TRACT OF LAND CONVEYED

IN QUIT CLAIM DEED RECORDED MARCH

13, 1967 UNDER RECEPTION NO. 1501076,

DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST

QUARTER (SE1/4) OF SECTION 30,

TOWNSHIP 2 NORTH, RANGE 66 WEST OF

THE 6TH P.M., WELD COUNTY COLORADO,

DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER

OF SAID SE1/4; THENCE NORTH ALONG

THE EAST LINE OF SAID SE1/4, A DISTANCE

OF 1082.00 FEET; THENCE S60°45'W, A

DISTANCE OF 135.41 FEET TO A POINT ON

THE WESTERLY R.O.W. LINE OF U.S.

HIGHWAY NO. 85, SAID POINT BEING THE

TRUE POINT OF BEGINNING;

THENCE S58° 45'W, A DISTANCE OF 211.18

FEET; THENCE S55°03'W A DISTANCE OF

454.35 FEET; THENCE NORTH 89°19'30"W, A

DISTANCE OF 405.42 FEET TO A POINT ON

THE CENTERLINE OF THE PLATTEVILLE

DITCH; THENCE ALONG SAID CENTERLINE

BY THE FOLLOWING COURSES AND

DISTANCES;

S32°57'W, 57.98 FEET;

S46°21'W, 200.00 FEET;

S59°36'W, 115.00 FEET;

S84°25'45"W, 145.00 FEET TO THE

BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE,

A DISTANCE OF 72.62 FEET (THE RADIUS

OF SAID CURVE IS 48.64 FEET AND THE

DELTA IS 85°32'45");

THENCE S01 ° 07'E, 304.28 FEET;

S49°40'30"E, 65.07 FEET MORE OR LESS TO

A POINT ON THE SOUTH LINE OF THE SE1/4

SECTION 30; THENCE N89° 51'E ALONG

SAID SOUTH LINE, A DISTANCE OF 1366.39

FEET TO A POINT ON THE WESTERLY

R.O.W. OF U.S. HIGHWAY NO. 85; THENCE

NORTH ALONG SAID R.O.W. LINE, A

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POINT OF BEGINNING.

AND ALSO EXCEPTING A TRACT OF LAND

SITUATED IN SE1/4 OF SAID SECTION 30,

MORE PARTICULARLY DESCRIBED AS

FOLLOWS, TO-WIT: BEGINNING AT THE

SOUTHWEST CORNER OF SAID SE1/4;

THENCE DUE EAST 720 FEET; THENCE

NORTH 66° 24' WEST 810 FEET; THENCE

SOUTH 320 FEET TO THE PLACE OF

BEGINNING;

AND ALSO EXCEPTING A TRACT OF LAND

MORE PARTICULARLY DESCRIBED AS

FOLLOWS, TO-WIT: BEGINNING AT A POINT

ON THE NORTH LINE OF THE SE 1/4 FROM

WHICH POINT THE NORTHEAST CORNER

OF SECTION 30 BEARS NORTH 2°26' EAST,

A DISTANCE OF 2640.6 FEET; THENCE

SOUTH 0°05' EAST, 1619.0 FEET TO A POINT

ON THE SOUTH PROPERTY LINE; THENCE

NORTH 60° 40' EAST, A DISTANCE OF 137.5

FEET TO A POINT ON THE EAST LINE OF

SECTION 30; THENCE ALONG THE EAST

LINE OF SECTION 30, NORTH 0°05' WEST, A

DISTANCE OF 1551.8 FEET TO THE

NORTHEAST CORNER OF THE SE 1/4 OF

SAID SECTION 30; THENCE ALONG THE

NORTH LINE OF THE SOUTHEAST 1/4

SOUTH 89°55'30" WEST, A DISTANCE OF

120.0 FEET, MORE OR LESS, TO THE POINT

OF BEGINNING,

AND ALSO EXCEPTING THAT TRACT OF

LAND CONVEYED BY WARRANTY DEED

RECORDED JULY 11, 2001 UNDER

RECEPTION NO. 2865029, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND LOCATED IN THE

SOUTHEAST QUARTER OF SECTION

THIRTY, TOWNSHIP TWO NORTH, RANGE

SIXTY-SIX WEST OF THE SIXTH PRINCIPAL

MERIDIAN, COUNTY OF WELD, STATE OF

COLORADO BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER

OF THE SOUTHEAST QUARTER OF

SECTION THIRTY, TOWNSHIP 2 NORTH,

RANGE SIXTY-SIX WEST OF THE SIXTH

PRINCIPAL MERIDIAN, FROM WHENCE THE

SOUTHWEST CORNER OF SAID

SOUTHEAST QUARTER OF SAID SECTION

THIRTY BEARS S00° 20'40"W, AND WITH ALL

BEARINGS CONTAINED HEREIN RELATIVE

THERETO;

THENCE ALONG THE NORTH LINE OF THE

SOUTHEAST QUARTER OF SAID SECTION

THIRTY, N89° 43'26"E A DISTANCE OF 385.26

FEET; THENCE SOUTH 59°17'18"W A

DISTANCE OF 180.22 FEET; THENCE S54°

56'22"W A DISTANCE OF 94.45 FEET;

THENCE S63 34'06W A DISTANCE OF 172.35

FEET TO THE WEST LINE OF THE

SOUTHEAST QUARTER OF SAID SECTION

30; THENCE ALONG SAID WEST LINE N00°

20'40"E A DISTANCE OF 221.16 FEET MORE

OR LESS TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THAT PARCEL

CONVEYED TO THE STATE HIGHWAY

COMMISSION OF COLORADO IN DEED

RECORDED FEBRUARY 3, 1964 UNDER

RECEPTION NO. 1428041, COUNTY OF

WELD, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND LOCATED IN THE

SOUTHWEST (SW 1/4) OF SECTION THIRTY

(30), TOWNSHIP 2 NORTH, RANGE 66 WEST

OF THE 6TH P.M., MORE PARTICULARLY

DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT 350 FEET SOUTH

OF THE NORTHWEST CORNER OF THE

SOUTHEAST 1/4 OF SAID SECTION 30;

THENCE SOUTH 69° WEST 416 FEET;

THENCE SOUTH 28° 45' WEST 550 FEET;

THENCE SOUTH 11°

WEST 992 FEET; THENCE SOUTH 66° 24'

EAST 920 FEET; THENCE DUE NORTH 1970

FEET TO THE PLACE OF BEGINNING,

COUNTY OF WELD, STATE OF COLORADO

Legal Notice No. FLP1021

First Publication: March 20, 2024

Last Publication: April 11, 2024

Publisher: Fort Lupton Press

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City, State, ZIP+4®

Fort Lupton, CO 80621



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Planning & Building

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

Phone: 720.928.4003
Fax: 303.857.0351

CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

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ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT BIT.LY/FLDEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: EWING ANNEXATION AND SPECIAL USE PERMIT

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LEGAL DESCRIPTION

The Ewing Gravel Pit is located directly north of Fort Lupton in Weld County, CO in part of the Southeast $\frac{1}{4}$ (SE $\frac{1}{4}$) of Section 30, Township 2 North, Range 66 West, of the 6th Principal Meridian (PM) and part of the East $\frac{1}{2}$ (E $\frac{1}{2}$) of the Southwest $\frac{1}{4}$ (SW $\frac{1}{4}$) of Section 30, Township 2 North, Range 66 West, of the 6th Principal Meridian (PM). The legal description is as follows:

A PLAT OF A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., EXCEPT THE TRACT OF LAND CONVEYED IN QUIT CLAIM DEED RECORDED MARCH 13, 1967 UNDER RECEPTION NO. 1501076, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY COLORADO, DESCRIBED AS:

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THENCE S58° 45'W, A DISTANCE OF 211.18 FEET; THENCE S55°03'W A DISTANCE OF 454.35 FEET; THENCE NORTH 89°19'30"W, A DISTANCE OF 405.42 FEET TO A POINT ON THE CENTERLINE OF THE

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S46°21'W, 200.00 FEET;

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THENCE S01 ° 07'E, 304.28 FEET;

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THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP TWO NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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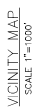
THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION THIRTY, N89° 43'26"E A DISTANCE OF 385.26 FEET; THENCE SOUTH 59°17'18"W A DISTANCE OF 180.22 FEET; THENCE S54° 56'22"W A DISTANCE OF 94.45 FEET; THENCE S63 34'06W A DISTANCE OF 172.35 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE ALONG SAID WEST LINE N00° 20'40"E A DISTANCE OF 221.16 FEET MORE OR LESS TO THE POINT OF BEGINNING.

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A TRACT OF LAND LOCATED IN THE SOUTHWEST (SW 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 350 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 69° WEST 416 FEET; THENCE SOUTH 28° 45' WEST 550 FEET; THENCE SOUTH 11° WEST 992 FEET; THENCE SOUTH 66° 24' EAST 920 FEET; THENCE DUE NORTH 1970 FEET TO THE PLACE OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO

A part of the South Half of Section 30
Township 2 North, Range 66 West of the 6th Principal Meridian
County of Weld, State of Colorado

[illegible]

- Total perimeter of the parcel considered for annexation = 10,524'
- One-sixth of total perimeter required for annexation = 1,754'
- Perimeter contiguous with existing city limits = 8,431', exceeds the 1/6 contingency required
- Area = 155.92 acres

Know All Men By These Presents, that Tricycle Lane Texas LLC, a Limited Liability Company, being the sole owners of the land described herein, have caused said land to be annexed under the name of Ewing Annexation Map.

Owner _____ Signed this ____ day of _____, 202____
)
 State of Colorado)
) SS
 County of Weld)

Witness hand and official seal _____
My commission expires _____
Notary Public _____

This is to certify that the annexation map of the property described herein was recommended to the Fort Lupton City Council via Resolution No. _____.

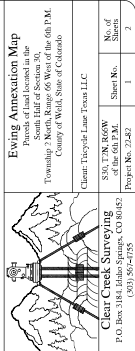
Chairperson, Fort Lupton
Planning Commission

This is to certify that the annexation map of the property described herein was approved by Ordinance No. _____ of the City of Fort Lupton passed and adopted on the day of A.D., 202____, and that the Mayor and the City of Fort Lupton, as authorized by Ordinance No. _____ on behalf of the City of Fort Lupton, hereby acknowledges and accepts the said annexation map upon which this Ordinance is endorsed for all purposes indicated thereon.

Mayor

Tricycle Lane Texas LLC
10100 Dallas St
Henderson, CO 80640-8491
(970)356-7523

I, Weston D. Spears, a Professional Land Surveyor registered in the State of Colorado, hereby certify that this annexation map was made in accordance with applicable standards of practice, was prepared under my responsible and is accurate to the best of my professional knowledge, information and belief. This is not a warranty or warranty, either expressed or implied.



A part of the South Half of Section 30
Township 2 North, Range 66 West of the 6th Principal Meridian
County of Weld, State of Colorado



GRAPHIC SCALE



(IN FEET)
1 inch = 150 ft.

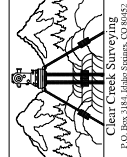
Legend

Perimeter line considered for renovation

City Limits



Ewing Annexation Map
 Parcels of land located in the
 South Half of Section 30,
 Township 2 North, Range 66 West of the 6th
 County of Weld, State of Colorado



1330, T2N, R66W of the 6th P.M.	Sheet No.
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Clear Creek Surveying
Box 3184, Idaho Springs, CO 80452

7	PC
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Valley Historical Society

100

Survey\

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

We, the undersigned landowners, in accordance with Colorado law, hereby petition the City of Fort Lupton and its City Council for annexation to the City of Fort Lupton of the unincorporated territory, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Weld and the State of Colorado, and to be known as the Ewing Annexation to the City of Fort Lupton.

As part of this petition, your petitioners further state to the City Council that:

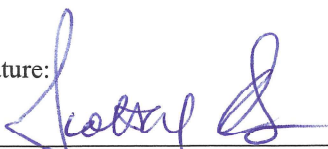
1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Fort Lupton.
 - b. A community of interest exists between the area proposed to be annexed and the City of Fort Lupton.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Fort Lupton.
 - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way.
 - ii. Comprises twenty acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - f. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality.
 - g. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - h. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - i. The territory to be annexed is 155.92 acres, more or less, in total area.

- j. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.
 - k. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - l. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
4. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.
5. The zoning classification requested for the area proposed to be annexed is ___'A' Agriculture___, as shown on the annexation map attached hereto and incorporated herein.
6. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation. The parties shall work together in good faith to negotiate and execute a final version of the Annexation Agreement. If the parties cannot mutually agree upon the form of such agreement, Petitioner may, in its sole discretion, withdraw this Petition without any penalty or prejudice at any time.
7. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion **at such time that municipal water is necessary to serve current or future development on the property.** At such time, the Owner shall complete a water study at the Owner's expense as requested by the City or applicable water provider(s). Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and

special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

8. The non-refundable annexation application fee of \$2500 is tendered herewith.

THEREFORE, the undersigned respectfully petition(s) the City Council of the City of Fort Lupton, to annex the territory described and referred to in Exhibit A to the City of Fort Lupton in accordance with and pursuant to the statutes of the State of Colorado.

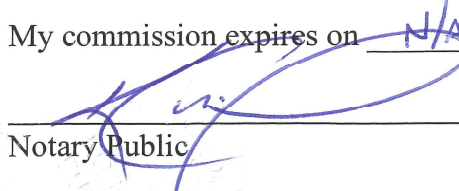
1	Land Owner Name: TRICYCLE LANE TEXAS, LLC Signature: 	Mailing Address (street, city, state, ZIP): 10100 DALLAS STREET, HENDERSON, CO 80640-8491 Date of signing: <u>February 15, 2024</u>
2	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
3	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
4	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP Code): Date of signing:

(Additional sheets may be attached if necessary.)

The foregoing signature(s) was/were subscribed and sworn to before me this 15th day of FEBRUARY, 2024, by Scott M. Burns as Manager of Tricycle Lane Texas, LLC

Witness my hand and official seal.

My commission expires on N/A.


Notary Public

Kyle Cadieux

A Notary Public in and for the
Province of Alberta

Exhibit A

[Exhibit A to the Annexation Petition should exclude public right of way. If necessary, attach separate sheet(s).]

Land Owned by Land Owner 1:

A PLAT OF A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,

EXCEPT THE TRACT OF LAND CONVEYED IN QUIT CLAIM DEED RECORDED MARCH 13, 1967 UNDER RECEPTION NO. 1501076, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY COLORADO, DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE NORTH ALONG THE EAST LINE OF SAID SE1/4, A DISTANCE OF 1082.00 FEET; THENCE S60°45'W, A DISTANCE OF 135.41 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF U.S. HIGHWAY NO. 85, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S58° 45'W, A DISTANCE OF 211.18 FEET; THENCE S55°03'W A DISTANCE OF 454.35 FEET; THENCE NORTH 89°19'30"W, A DISTANCE OF 405.42 FEET TO A POINT ON THE CENTERLINE OF THE PLATTEVILLE DITCH; THENCE ALONG SAID CENTERLINE BY THE FOLLOWING COURSES AND DISTANCES;

S32°57'W, 57.98 FEET;

S46°21'W, 200.00 FEET;

S59°36'W, 115.00 FEET;

S84°25'45"W, 145.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.62 FEET (THE RADIUS OF SAID CURVE IS 48.64 FEET AND THE DELTA IS 85°32'45");

THENCE S01 ° 07'E, 304.28 FEET;

S49°40'30"E, 65.07 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF THE SE1/4 SECTION 30; THENCE N89° 51'E ALONG SAID SOUTH LINE, A DISTANCE OF 1366.39 FEET TO A POINT ON THE WESTERLY R.O.W. OF U.S. HIGHWAY NO. 85; THENCE NORTH ALONG SAID R.O.W. LINE, A DISTANCE OF 1015.84 FEET TO THE TRUE POINT OF BEGINNING.

AND ALSO EXCEPTING A TRACT OF LAND SITUATED IN SE1/4 OF SAID SECTION 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4; THENCE DUE EAST 720 FEET; THENCE NORTH 66° 24' WEST 810 FEET; THENCE SOUTH 320 FEET TO THE PLACE OF BEGINNING;

AND ALSO EXCEPTING A TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF THE SE 1/4 FROM WHICH POINT THE NORTHEAST CORNER OF SECTION 30 BEARS NORTH 2°26' EAST, A DISTANCE OF 2640.6 FEET; THENCE SOUTH 0°05' EAST, 1619.0 FEET TO A POINT ON THE SOUTH PROPERTY LINE; THENCE NORTH 60° 40' EAST, A DISTANCE OF 137.5 FEET TO A POINT ON THE EAST LINE OF SECTION 30; THENCE ALONG THE EAST LINE OF SECTION 30, NORTH 0°05' WEST, A DISTANCE OF 1551.8 FEET TO THE

NORTHEAST CORNER OF THE SE 1/4 OF SAID SECTION 30; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 SOUTH 89°55'30" WEST, A DISTANCE OF 120.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING,
AND ALSO EXCEPTING THAT TRACT OF LAND CONVEYED BY WARRANTY DEED RECORDED JULY 11, 2001 UNDER RECEPTION NO. 2865029, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP TWO NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP 2 NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION THIRTY BEARS S00° 20'40"W, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION THIRTY, N89° 43'26"E A DISTANCE OF 385.26 FEET; THENCE SOUTH 59°17'18"W A DISTANCE OF 180.22 FEET; THENCE S54° 56'22"W A DISTANCE OF 94.45 FEET; THENCE S63 34'06W A DISTANCE OF 172.35 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE ALONG SAID WEST LINE N00° 20'40"E A DISTANCE OF 221.16 FEET MORE OR LESS TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THAT PARCEL CONVEYED TO THE STATE HIGHWAY COMMISSION OF COLORADO IN DEED RECORDED FEBRUARY 3, 1964 UNDER RECEPTION NO. 1428041, COUNTY OF WELD, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND LOCATED IN THE SOUTHWEST (SW 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 350 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 69° WEST 416 FEET; THENCE SOUTH 28° 45' WEST 550 FEET; THENCE SOUTH 11° WEST 992 FEET; THENCE SOUTH 66° 24' EAST 920 FEET; THENCE DUE NORTH 1970 FEET TO THE PLACE OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

AFFIDAVIT OF CIRCULATOR

TC ✓ PROVINCE OF ALBERTA
✓ ~~STATE OF COLORADO~~)
)ss.
TC ✓ ~~COUNTY OF WELD~~)
CITY OF CALGARY

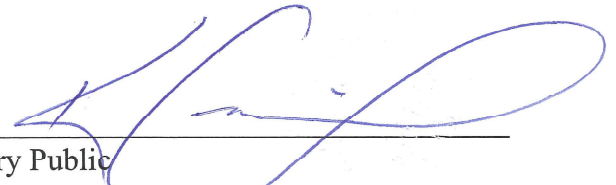
TRAVIS COATES, being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.


(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 15th day of FEBRUARY, 2024, by TRAVIS COATES.

Witness my hand and official seal.

My commission expires on N/A.


Notary Public
Kyle Cadieux
A Notary Public in and for the
Province of Alberta



SUBJECT FOR DISCUSSION

Approve Purchase Order to Badger Meter for an Amount Not to Exceed \$581,240.00 for Purchase of New Meters and Endpoints from the Utility Fund Water Line Department.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

A total of 1,900 new meters and endpoints are required to complete the new meter upgrade/replacement project. 300 meters and endpoints were acquired with the 2023 budget in December 2023. An additional 1,600 will be required and have been ordered through Badger Meter company. A shipment of 600 was recently received with additional quarterly shipments being ordered of 250 each throughout 2024.

¾" meters cost \$231.65 each and the endpoints cost \$126.00 each

Northern Colorado Constructors is currently contracted for a maximum not to exceed \$300,000 that will include replacement of 220 meters. A change Order will be issued in June for \$1,950,000 to include an additional 1,680 meter replacements (if contracted work and coordination with contractor continues to meet expectations).

Project Budget	\$3,000,000
NCC	\$ 300,000
NCC CO	\$1,950,000
Meters/endpoints	\$ 581,240

Anticipated project completion by end of this year.

FINANCIAL CONSIDERATIONS

The 2024 budget Utility Fund includes \$3,000,000 for Water Meter Replacement.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve Purchase Order for Badger Meters
- Award portion of project items needed
- Do not approve the PO

STAFF RECOMMENDATIONS

Staff recommends approving purchase order to Badger Meter for not to exceed \$581,240.00 for purchase of new meters and endpoints from Utility Fund Water Line Department.

Attachments: N/A

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



SUBJECT FOR DISCUSSION

Approving a Contract with AWU Consulting to Provide Municipal Services Through the 2024 year to the City.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Approving a contract with AWU Consulting (Owner John Fryar) to assist with projects in the Police department and provide support for the new Chief. This will help to ensure a smooth transition in continuity of operations for the first 8 months.

FINANCIAL CONSIDERATIONS

Savings in the Police Department payroll budget will cover the contract costs.

LEGAL/POLITICAL CONSIDERATIONS

Legal has reviewed the Agreement

ALTERNATIVES/OPTIONS

The City Council has three options:

- A) Approve the contract to hire John Fryar.
- B) Reject the contract
- C) Delay action on the contract to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approving the contract.

Attachments: a. Contract Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



City of Fort Lupton, Colorado Consultant Agreement

This Agreement is entered into by and between the **City of Fort Lupton, Colorado** (hereinafter "City") and **AWU Consulting** (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 not specifically requested in **Exhibit A**. 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, if applicable.

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 Consultant Agreement 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 in accordance with the terms set forth in **Exhibit A**, 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.

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 APRIL, 2024.

CITY OF FORT LUPTON, COLORADO

BY: Zo Hubbard
TITLE: Mayor

_____:

BY: John Fryar
TITLE: Owner

Exhibit A

- Projects and support for Police Department for the 2024 year
 - State Accreditation Renewal
 - Policy review
 - Any other projects as needed
- Hours worked shall be billed at the rate of \$100 per hour.
- Estimated hours will be 200 to carry through the 2024 year with a max cost of \$20,000.
- Equipment needed but returned at end of contact.
 - City Laptop



SUBJECT FOR DISCUSSION

Approving Vehicle Up-Fitting through First Armored Services for 3 Vehicles in the Amount of \$65,133.39

SUMMARY STATEMENT/BACKGROUND DISCUSSION

With the delivery of the 3 Chevy Tahoe police vehicles, the vehicles need up-fitting. Due to significant delays with the current vehicle up-fit vendor, the Police Department (PD) researched an alternative vendor to provide service. First Armored Services provides comparable service at a lower price. First Armored Services provided an estimate of \$21,711.13 per vehicle, for a total estimated cost of \$65,133.39. The current vendor provided an estimate, for a similar vehicle upfit needing less work, of \$21,564.

FINANCIAL CONSIDERATIONS

Funding for this purchase was included in the approved 2024 PD Capital Expenditure budget.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

N/A

STAFF RECOMMENDATIONS

Staff recommends approval of the purchase.

Attachments: a. First Armored Services Estimate 1509

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



First Armored Services

PO Box 351
 Platteville, CO 80651 US
 +1 9709804412
 chaz@fasprotected.com

Estimate

ADDRESS

Fort Lupton Police Department
 130 S McKinley Ave.
 Fort Lupton, CO 80621

SHIP TO

Fort Lupton Police Department
 130 S McKinley Ave.
 Fort Lupton, CO 80621

ESTIMATE

1509

DATE

04/11/2024

UNIT

2024 Tahoe

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	bluePRINT 500 Remote Button	bluePRINT® 500 series remote control system with button control, 10-16v - 200 watt dual-tone	1	1,109.16	1,109.16
	bluePRINT 500 Series Handheld Controller	Handheld control panel, 15 programmable buttons. (rear cargo secondary controller)	1	197.11	197.11
	100J Series Speaker	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	2	263.83	527.66
	100J Speaker Bracket Tahoe 20-23	100J/100U Series Speaker Bracket (no drill) capable of holding up to two speakers for Chevrolet Tahoe Pursuit & Civilian Vehicles 2020 - 2023, Hood Latch Mount	1	38.03	38.03
	Arrow system Tahoe MPower kit	Mpower Exterior Arrow Kit, 6 Modules Split housing, Red/Amber and Blue/Amber	1	1,222.49	1,222.49
	Nforce NXT Lightbar 54" RW/BW Front RA/BA Rear	54" Lightbar with Red/White and Blue/White Front Modules and Red/Amber Blue/Amber Rear Modules. Scene/Traffic functions, auto-dim, hooks and mount kits	1	2,694.51	2,694.51
	Remote Node and Harness	Remote Node to increase flashable outputs to the system	1	315.90	315.90
	mPower HD RBW	mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Clear Lens, 18 LED, Tricolor - Red/Blue/White	6	159.12	954.72
	MPower Facia 4" R/B/A 5 wire stud	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, Black Housing, 18 LED, Tricolor - Red/Blue/Amber	4	159.12	636.48
	Soundoff Mpower License Plate Bracket	License Plate Bracket, Vertical Mount for mpower 4" Fascia Light w/ Stud Mount -	1	28.39	28.39

	mounts 2 lights, one on each side of the license place (each)			
Intersector surface R/B/W	Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White	2	217.62	435.24
Intersector Surface Mount Bracket Tahoe 22-23 Driver	Under Mirror Mount Bracket Kit (each) for installation on Chevrolet Tahoe Police Pursuit & Civilian Vehicles 2022-2023 Driver Side	1	30.42	30.42
Intersector Surface Mount Bracket Tahoe 22-23 Passenger	Under Mirror Mount Bracket Kit (each) for installation on Chevrolet Tahoe Police Pursuit & Civilian Vehicles 2022-2023 Passenger Side	1	30.42	30.42
Westin Interior Package	Front Partition- \$799.50 Rear Partition- \$480.94 Window Guards- \$220.84 Prisoner Seat- \$1037.11 Door Cover- \$288.73	1	2,827.12	2,827.12
Front Bumper	Westin Automotive Pit Bumper and Pit Bar Push Bumper- \$552.09 Pit Bar- \$360.36	1	912.45	912.45
Havis Console '21 Tahoe PPV	Havis Console '21 Tahoe PPV	1	608.40	608.40
Havis Sidemount Armrest	Havis Sidemount Armrest	1	73.32	73.32
Havis Dual Cup Holder	Self adjusting Dual cup holder	1	52.26	52.26
Havis Motorola XTL Radio Faceplate	Fits Motorola XTL2500, XTL5000-05, APX-7500	1	38.98	38.98
Havis Soundoff Faceplate	Faceplate to fit SoundOff Signal's 500 series control head	1	28.86	28.86
Blank Faceplate .5"	Havis Blank Faceplate 1/2 Inch	1	10.14	10.14
Blank Faceplate 4"	Havis Blank Faceplate 4 Inch	3	11.70	35.10
Havis Computer Swing Arm	Computer swing arm	1	286.26	286.26
Havis Docking Station for Getac S410 w/ triple passthrough	Docking station for Getac's S410 notebook	1	753.50	753.50
Power Supply Getac S410	Lind Power Supply for Getac S410 Laptops	1	166.40	166.40
Streamlight LED light	Streamlight LED light	1	210.00	210.00
12 Diode Interior Light R/W	12 Diode Interior Light R/W Includes switches	1	196.56	196.56
FRS8 Speaker and Grill		1	24.81	24.81
Rock/ Cage Light	Red Cage Light	1	11.22	11.22

Santa Cruz Gun Lock	Gun lock set	2	283.785	567.57
BlacRac 1082	BlacRac gun lock with electronic release and 10" T Channel	1	563.55	563.55
BOSS Tahoe Box	40"W x 34"D x 14"H for Tahoe	1	1,475.00	1,475.00
Boss Equipment Tray	Boss Equipment Tray	1	357.50	357.50
BOSS Tahoe Stand	Riser stand for Tahoe box 7634 in 21+ Tahoe	1	147.00	147.00
Magnetic Mic	Magnetic Mic	1	46.00	46.00
Blue Sea Automatic Timer Disconnect	Blue Sea Automatic Timer Disconnect	1	148.42	148.42
Split Box Fuse Box	Split Box Fuse Box	1	70.18	70.18
4" mPOWER bracket	FAS Bracket for 4" mPOWER .	2	18.00	36.00
FAS FuseBlock Bracket	FAS Bracket for holding equipment in console.	1	20.00	20.00
F.A.S. Armor	Driver Door N.I.J. IIIA Kevlar Door Panel Insert, complimentary of full build	1	0.00	0.00
F.A.S. Armor	Passenger Door N.I.J. IIIA Kevlar Door Panel Insert	1	799.00	799.00
Graphics Package	Complete graphics package installed 3M reflective.	1	1,000.00	1,000.00
Shop Supplies	Electrical and mounting hardware necessary to complete build.	1	525.00	525.00
Shop Labor	Installation of all customer supplied equipment (radio/radar) and purchased equipment.	15	100.00	1,500.00

SUBTOTAL 21,711.13

TAX 0.00

TOTAL **\$21,711.13**

Accepted By

Accepted Date



SUBJECT FOR DISCUSSION

Police Chief Retirement

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The current Chief of Police John Fryar has submitted his retirement date of April 30, 2024. Chief Fryar has served with the City for 10 years and will be missed as he goes onto retirement. To ensure continuity of operations an interim Chief will be appointed upon his retirement until the process is completed for a new Chief.

The estimated timeline of the process is between three to six months. The timing of start dates for a new Chief will not be fully known until after an offer is made post process.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



SUBJECT FOR DISCUSSION

Reallocating Capital Project Funding for Brazos to Central Square RMS to Purchase Hardware.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City utilizes Brazos handheld ticket writers to complete municipal citations. The aging Brazos equipment needs replacement and \$37,664 was allocated for this project. Due to diminishing customer service and reoccurring problems with the Brazos programming, the Police Department (PD) began exploring other options and has been developing a viable alternative through the existing Records Management System software. The PD will utilize the funds allocated to make the switch from Brazos to Central Square for citations.

FINANCIAL CONSIDERATIONS

The switch to Central Square is not anticipated to exceed the allocated funding for Brazos.

LEGAL/POLITICAL CONSIDERATIONS

N/A

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



SUBJECT FOR DISCUSSION

Proposal to Hire Cadet Positions to Train Qualified Police Applicants

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Police Department (PD) has previously hired cadet positions to boost recruitment, with mixed results. In an effort to increase program success, the PD has changed pre-POST academy processes to evaluate hires prior to incurring POST academy expenses. The PD is proposing to hire two cadets for a POST academy starting in August.

FINANCIAL CONSIDERATIONS

Funding for the cadets' salary and benefits would be paid with vacant staff positions in the PD budget. Funding for the academy expenses will be paid by the PD staff development budget in combination with HR's educational expenses budget. No additional funding will need to be allocated.

LEGAL/POLITICAL CONSIDERATIONS

N/A

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Upcoming Events

- April 15-19, 2024 Hillside Cemetery Annual Clean-up Days
- April 17, 2024 Welcome Wednesday - Community Development Office
1200 Dexter St. Unit W13, 7:30 a.m. – 9:00 a.m.
- April 20, 2024 Fields of Honor Ceremony, Pearson Park, 12285 State Hwy 52,
1:00 p.m.
- April 24, 2024 Spaghetti Dinner – Recreation Center, 203 S. Harrison Ave.
- April 29, 2024 Shredding Day – 130 S. McKinley Avenue, 8:00 a.m. – 10 a.m.
- May 1, 2024 Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00
a.m.