



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, May 21, 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

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. May 21, 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. May 7, 2024 City Council Meeting Minutes

b. AM 2024-081 Approving a Resolution Ratifying the Mayor's Appointment of Karina Gonzalez to the Parks and Recreation Committee for a Term Beginning May 21, 2024 and Ending December 31, 2025

c. AM 2024-082 Approving a Resolution Appointing Charles Miller to Serve on the Board of Directors of Metro Water Recovery for a Two (2) Year Term Beginning June 30, 2024 and Expiring June 30, 2026

d. AM 2024-083 Approving a Resolution Appointing Zachary Potter as a Professional Member of the Historic Preservation Board for a Three-year Term to Expire May 21, 2027

e. AM 2024-084 Approving a Resolution Reappointing Shannon Rhoda to the Planning Commission for a Three-Year Term to Expire May 22, 2027

f. AM 2024-085 Approving a Resolution Reappointing Mike Simone to the Planning Commission for a Three-Year Term to Expire June 19, 2027

g. AM 2024-086 Authorize Payment to Northern Colorado Water Conservancy District (NCWCD) for the Southern Water Supply Project (SWSP) 2024 Operation and Maintenance Assessment for an Amount Not to Exceed \$186,628.63 from the Utility Fund

h. AM 2024-091 The Colorado Health Foundation Equitable Community-Designed Outdoor Spaces Grant Application for RECreating Koshio Park has been Approved in the Amount of \$25,000 with a Grant Period of June 1, 2024 – June 30, 2025

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 2024-087 Approving a Resolution Accepting a Preliminary Plat and PUD Plan, Known as the Murata Farms Preliminary Plat and PUD Plan, Filing No. 3
- b. AM 2024-088 Approving an Ordinance to Rezone Property Legally Described in Exhibit A of the Proposed Ordinance Known as the 100-114 McKinley Ave Change of Zone

Action Memorandum

- a. AM 2024-089 Approving a Resolution for the Tri-State Minor Subdivision Lot Line Adjustment and Accepting the Dedication of an Additional 15 Feet of Right-of-Way Along the Northern Half of 14th Street
- b. AM 2024-090 Approving a Resolution for Transfer of Ownership of Special Use Permit from Tri-State to United Power
- c. AM 2024-092 Approve Acceptance of the Revitalizing Main Streets (RMS) Opportunity 2 Program Grant from Colorado Department of Transportation (CDOT) to Reconstruct the Sidewalks on Harrison Avenue for a Maximum Grant Amount of \$250,000.00 with a 10 Percent Matching Funds

Staff Reports

Mayor/Council Reports

Future City Events

- a. May 21, 2024 Upcoming Events

Upcoming Meetings

- a. May 28, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
June 4, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
June 11, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
June 18, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 05/09/2024 - 05/21/2024

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: Pooled Cash-Pooled Cash						
002254	ADIDAS AMERICA INC	05/14/2024	Regular	0.00	2,450.20	102391
6161242292	Invoice	04/25/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	1,137.00	
6161247949	Invoice	04/26/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	805.00	
6161260926	Invoice	04/29/2024	GOLF-UNIFORMS-PRO SHOP	0.00	508.20	
002870	AMERICAN LEAK DETECTION	05/14/2024	Regular	0.00	350.00	102392
00271951	Invoice	05/03/2024	UF-MAIN/SERVICE LINE LEAK DETECTION...	0.00	350.00	
001872	ANTONIO CHAVEZ JR	05/14/2024	Regular	0.00	90.00	102393
2007456.001	Invoice	05/03/2024	REC-BASEBALL REFUND-REC CENTER	0.00	90.00	
000108	AUSMUS LAW FIRM PC	05/14/2024	Regular	0.00	1,200.00	102394
8772	Invoice	05/01/2024	GF-APRIL 2024 PROSECUTION SERVICES-C...	0.00	1,200.00	
000183	CALLAWAY GOLF SALES COMPANY	05/14/2024	Regular	0.00	1,664.88	102395
938128533	Invoice	04/24/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	237.72	
938128535	Invoice	04/24/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	951.72	
938128538	Invoice	04/24/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	475.44	
000182	CEM SALES & SERVICE INC	05/14/2024	Regular	0.00	989.00	102396
162714	Invoice	04/04/2024	REC-POOL/SPA CHEMICALS-REC CENTER	0.00	989.00	
000216	CHAMBER OF COMMERCE	05/14/2024	Regular	0.00	225.00	102397
1024	Invoice	05/01/2024	GOLF-MEMBERSHIP DUES-PRO SHOP	0.00	225.00	
003401	CLUB PROPHET SOFTWARE, LLC	05/14/2024	Regular	0.00	760.00	102398
INV2214097	Invoice	05/01/2024	GOLF-MONTHLY SOFTWARE FEES MAY 20...	0.00	760.00	
000307	COMCAST CABLE COMM, LLC	05/14/2024	Regular	0.00	1,033.11	102399
0116038 MAY24	Invoice	05/01/2024	REC-MAY 2024 PHONE SERVICE-REC CENT...	0.00	177.74	
0215335 APRIL24	Invoice	04/15/2024	GF-APRIL 2024 INTERNET SERVICE (VET OF...	0.00	257.85	
0215335 FEB24	Invoice	05/01/2024	GF-FEB 2024 INTERNET SERVICE (VET OFFI...	0.00	349.67	
0215335 MARCH...	Invoice	04/01/2024	GF-MARCH 2024 INTERNET SERVICE (VET ...	0.00	247.85	
000326	COYOTE CREEK GOLF COURSE	05/14/2024	Regular	0.00	2,600.00	102400
2024 JACOBS	Invoice	05/03/2024	GF-JACOBS FORE YOUTH GOLF TOURN, 5 ...	0.00	2,600.00	
003547	DATASHIELD CORPORATION	05/14/2024	Regular	0.00	700.00	102401
0135716	Invoice	04/29/2024	GF-SHREDDING SERVICE FOR SHRED DAY-...	0.00	700.00	
002723	EAGLE ROCK COMPANY OF COLO	05/14/2024	Regular	0.00	460.63	102402
12568924	Invoice	05/06/2024	GOLF-BEVERAGES-PRO SHOP	0.00	69.60	
12573111	Invoice	05/06/2024	GOLF-BEVERAGES-PRO SHOP	0.00	88.00	
12574672	Invoice	05/06/2024	GOLF-BEVERAGES-PRO SHOP	0.00	221.43	
12574673	Invoice	05/06/2024	GOLF-BEVERAGES-PRO SHOP	0.00	81.60	
000445	EWING IRRIGATION PRODUCTS INC	05/14/2024	Regular	0.00	394.99	102403
22096010	Invoice	04/24/2024	GOLF-PVC PIPE-MAINT	0.00	394.99	
000461	FERRELLGAS LP	05/14/2024	Regular	0.00	483.39	102404
1126439851	Invoice	04/01/2024	GOLF-FUEL-MAINT	0.00	483.39	
002011	FRONT RANGE LUMBER COMPANY	05/14/2024	Regular	0.00	32.21	102405
36359/2	Invoice	05/02/2024	CEM-ESLP BOARD 1X6-CEMETERY	0.00	13.97	
36366/2	Invoice	05/02/2024	CEM-ESLP BOARDS-CEMETERY	0.00	18.24	
000512	FUZION FIELD SERVICES LLC	05/14/2024	Regular	0.00	255.75	102406

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	
339898	Invoice	05/02/2024	GOLF-MONTHLY RENTAL FEES-MAINT	0.00	255.75	
000513	G & G EQUIPMENT	05/14/2024	Regular	0.00	111.99	102407
148435	Invoice	05/01/2024	GOLF-SGC BLADE SET-MAINT	0.00	111.99	
003543	GUADALUPE GUADARRAMA	05/14/2024	Regular	0.00	200.00	102408
2007455.001	Invoice	05/02/2024	REC-RENTAL REFUND-REC CENTER	0.00	200.00	
000567	HIGH COUNTRY BEVERAGE CORP	05/14/2024	Regular	0.00	629.45	102409
W-6794153	Invoice	05/06/2024	GOLF-BEVERAGES-PRO SHOP	0.00	629.45	
002977	JOSEPH ELLIOTT USA LLC	05/14/2024	Regular	0.00	650.39	102410
25307	Invoice	05/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	650.39	
003544	METRO WATER RECOVERY	05/14/2024	Regular	0.00	38.17	102411
25873	Invoice	04/30/2024	SF-INTEREST ON LATE WIRE-MISC	0.00	38.17	
000847	NORMAN'S MEMORIALS INC.	05/14/2024	Regular	0.00	120.00	102412
050824	Invoice	05/08/2024	CEM-STANLEY M STEBBINS	0.00	120.00	
000865	OFFICE DEPOT	05/14/2024	Regular	0.00	50.84	102413
363353912001	Invoice	04/22/2024	GF-RED INK REFILL, GLUESTICK-ADMIN	0.00	13.39	
363359874001	Invoice	04/20/2024	GF-GLASS WIPES-ADMIN	0.00	37.45	
003522	OTTEM ELECTRONICS, INC.	05/14/2024	Regular	0.00	7,202.00	102414
5743	Invoice	05/06/2024	GOLF-INSTALLATION OF FIRE ALARM SYST...	0.00	7,202.00	
000896	PETTY CASH-FINANCE	05/14/2024	Regular	0.00	124.84	102415
050324	Invoice	05/03/2024	GF-PETTY CASH REIMBURSEMENT-FIN	0.00	124.84	
003545	POINT AND PAY, LLC	05/14/2024	Regular	0.00	900.00	102416
042224	Invoice	04/22/2024	GF-MONTHLY FEES MARCH 2024-PLANNI...	0.00	900.00	
000916	PRAIRIE MOUNTAIN MEDIA	05/14/2024	Regular	0.00	450.56	102417
0000382369	Invoice	04/30/2024	GF-PUBLIC NOTICE-	0.00	450.56	
003432	PRISWING SOFTWARE LLC	05/14/2024	Regular	0.00	349.00	102418
INV2217701	Invoice	05/01/2024	GOLF-MONTHLY LICENSE FEE MAY 2024-P...	0.00	349.00	
000928	PUSH PEDAL PULL, INC	05/14/2024	Regular	0.00	160.00	102419
382117	Invoice	05/01/2024	REC-REPAIRS TO UPRIGHT BIKE, LEG EXT &...	0.00	160.00	
002265	QUADIENT FINANCE USA INC	05/14/2024	Regular	0.00	644.00	102420
80877446 APRIL24	Invoice	04/26/2024	GF-POSTAGE RECHARGES 03/26-04/24/24-	0.00	644.00	
000999	SHAMROCK FOODS COMPANY	05/14/2024	Regular	0.00	3,590.69	102421
30536863	Invoice	05/02/2024	GOLF-FOOD, PREPACKAGED FOOD, BEVER...	0.00	1,912.74	
30745473	Invoice	05/06/2024	GOLF-FOOD, MISC-PRO SHOP	0.00	1,677.95	
001022	SOUTHERN GLAZER'S OF CO	05/14/2024	Regular	0.00	216.50	102422
3420331	Invoice	04/30/2024	GOLF-BEVERAGES-PRO SHOP	0.00	216.50	
001624	STATE OF COLORADO	05/14/2024	Regular	0.00	6,627.97	102423
000027816	Invoice	05/06/2024	UF-BILLS/LATE NOTICES/WATER NOTICES ...	0.00	3,095.50	
000027834	Invoice	05/07/2024	UF-BILLS/LATE NOTICES/WATER NOTICE F...	0.00	3,532.47	
001635	THE TALLENT COMPANY	05/14/2024	Regular	0.00	500.00	102424
042224	Invoice	04/22/2024	CPR-PARK TRAILS IMAGE MAPS-COM CEN...	0.00	500.00	
001104	TOSHIBA BUSINESS SOLUTIONS	05/14/2024	Regular	0.00	179.90	102425
2245482	Invoice	04/30/2024	GF-COATED COLOR BOND PAPER-PLANNI...	0.00	179.90	
001120	TRUDILIGENCE LLC	05/14/2024	Regular	0.00	246.22	102426
58076	Invoice	04/30/2024	GF-PRE-EMPLOYMENT SCREENING-HR	0.00	246.22	
001137	UNITED POWER	05/14/2024	Regular	0.00	43,326.77	102427
10553102 APR24	Invoice	04/30/2024	United Power	0.00	22.50	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1194602 APR24	Invoice	04/30/2024	United Power	0.00	646.86	
1195001 APR24	Invoice	04/30/2024	United Power	0.00	2,686.19	
1195501 APR24	Invoice	04/30/2024	United Power	0.00	1,936.60	
1195603 APR24	Invoice	04/30/2024	United Power	0.00	778.47	
1195701 APR24	Invoice	04/30/2024	United Power	0.00	312.12	
1196401 APR24	Invoice	04/30/2024	United Power	0.00	35.13	
1207701 APR24	Invoice	04/30/2024	United Power	0.00	21.15	
1215802 APR24	Invoice	05/03/2024	GF-APRIL 2024 ELECTRIC SERVICES (VET O...	0.00	74.37	
1223101 APR24	Invoice	04/30/2024	United Power	0.00	20.00	
1240301 APR24	Invoice	04/30/2024	United Power	0.00	218.12	
1241801 APR24	Invoice	04/30/2024	United Power	0.00	1,690.87	
1241903 APR24	Invoice	04/30/2024	United Power	0.00	162.19	
1276101 APR24	Invoice	04/30/2024	United Power	0.00	297.64	
1279801 APR24	Invoice	04/30/2024	United Power	0.00	25.16	
1295501 APR24	Invoice	04/30/2024	United Power	0.00	57.40	
1296101 APR24	Invoice	04/30/2024	United Power	0.00	529.80	
1299501 APR24	Invoice	04/30/2024	United Power	0.00	120.74	
1302801 APR24	Invoice	04/30/2024	United Power	0.00	2,092.64	
1302901 APR24	Invoice	04/30/2024	United Power	0.00	136.91	
1316801 APR24	Invoice	04/30/2024	United Power	0.00	364.67	
1322501 APR24	Invoice	04/30/2024	United Power	0.00	5,409.64	
1360303 APR24	Invoice	04/30/2024	United Power	0.00	36.92	
13842400 APR24	Invoice	04/30/2024	United Power	0.00	58.18	
14427100 APR24	Invoice	04/30/2024	United Power	0.00	80.17	
15232500 APR24	Invoice	04/30/2024	United Power	0.00	21.95	
17149700 APR24	Invoice	04/30/2024	United Power	0.00	53.94	
17761600 APR24	Invoice	04/30/2024	United Power	0.00	20.04	
17868800 APR24	Invoice	04/30/2024	United Power	0.00	20.00	
18057500 APR24	Invoice	04/30/2024	United Power	0.00	727.58	
18498400 APR24	Invoice	04/30/2024	United Power	0.00	431.65	
18762100 APR24	Invoice	04/30/2024	United Power	0.00	34.57	
19545100 APR24	Invoice	04/30/2024	United Power	0.00	566.02	
19595600 APR24	Invoice	04/30/2024	United Power	0.00	25.70	
20040100APR24	Invoice	04/30/2024	United Power	0.00	295.92	
21675200 APR24	Invoice	04/30/2024	United Power	0.00	138.57	
21675300 APR24	Invoice	04/30/2024	United Power	0.00	99.94	
22185901 APR24	Invoice	04/30/2024	United Power	0.00	20.04	
3399301 APR24	Invoice	04/30/2024	United Power	0.00	55.18	
6601202 APR24	Invoice	04/30/2024	United Power	0.00	24.13	
6612303 APR24	Invoice	04/30/2024	United Power	0.00	21.18	
6779701 APR24	Invoice	04/30/2024	United Power	0.00	7,519.48	
704901 APR24	Invoice	04/30/2024	United Power	0.00	9,192.70	
7225800 APR24	Invoice	04/30/2024	United Power	0.00	21.25	
726705 APR24	Invoice	04/30/2024	United Power	0.00	141.79	
7280200 APR24	Invoice	04/30/2024	United Power	0.00	21.62	
733101 APR24	Invoice	04/30/2024	United Power	0.00	198.74	
762901 APR24	Invoice	04/30/2024	United Power	0.00	465.96	
803908 APR24	Invoice	04/30/2024	United Power	0.00	4,751.48	
8976200 APR24	Invoice	04/30/2024	United Power	0.00	642.90	
001156	VERIZON WIRELESS SVCS LLC	05/14/2024	Regular	0.00	6,551.84	102431
9962677532	Invoice	04/30/2024	Verizon Bill	0.00	6,551.84	
001189	WELD COUNTY ACCTG DEPART	05/14/2024	Regular	0.00	6,919.37	102432
APRIL 2024	Invoice	04/30/2024	GF-APRIL 2024 FUEL CHARGES-	0.00	6,919.37	
001207	WESTERN DISTRIBUTING INC	05/14/2024	Regular	0.00	97.00	102433
794987	Invoice	05/03/2024	GOLF-BEVERAGES-PRO SHOP	0.00	97.00	
001208	WHITE BEAR ANKELE TANAKA & WALDRON	05/14/2024	Regular	0.00	3,403.00	102434
34080	Invoice	04/01/2024	GF-PROFESSIONAL SERVICES-	0.00	2,255.00	

Council Check Report

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
34531	Invoice	04/30/2024	GF-METRO DISTRICT POLICY REVISIONS-P...	0.00	1,148.00	
001224	XCEL ENERGY-GAS	05/14/2024	Regular	0.00	1,706.29	102435
874468599	Invoice	04/23/2024	GF-CITY HALL/PLANNING GAS SERVICE-FAC	0.00	517.01	
875415111	Invoice	04/30/2024	Xcel Gas Bill	0.00	1,189.28	
001225	YAMAHA MOTOR CORP	05/14/2024	Regular	0.00	10,798.08	102436
838571	Invoice	04/25/2024	GOLF-GOLF CART LEASE PAYMENT-PRO S...	0.00	10,798.08	
000108	AUSMUS LAW FIRM PC	05/14/2024	Regular	0.00	6,500.00	102437
8766	Invoice	05/01/2024	GF-2024 City Attorney Fees-Legal	0.00	6,500.00	
000211	CH2M	05/14/2024	Regular	0.00	18,061.25	102438
D3410908-04	Invoice	05/07/2024	UF- Expansion Project Design -WTP	0.00	18,061.25	
000247	CLIFTONLARSONALLEN LLP	05/14/2024	Regular	0.00	26,180.00	102439
L241225966	Invoice	05/08/2024	GF-2023 Audit Services-Finance	0.00	262.50	
L241226192	Invoice	05/08/2024	GF-2023 Audit Services-Finance	0.00	25,917.50	
000431	EMPLOYERS COUNCIL SERVICES INC	05/14/2024	Regular	0.00	13,450.00	102440
0000504698	Invoice	05/06/2024	Employers Council Renewal	0.00	13,450.00	
003213	PRAIRIE DOG PROS	05/14/2024	Regular	0.00	600.00	102441
2281	Invoice	04/27/2024	Prairie Dog Control	0.00	600.00	
002132	VECTOR DISEASE CONTROL	05/14/2024	Regular	0.00	3,449.75	102442
PI-A00014132	Invoice	05/01/2024	Mosquito Control	0.00	3,449.75	
001212	WILLIAMS AND WEISS CONSULTING LLC	05/14/2024	Regular	0.00	3,655.00	102443
1974	Invoice	05/06/2024	WST-2024 Water Resource Planning-Water	0.00	3,655.00	
002300	CASSIE CAMPBELL	05/13/2024	Regular	0.00	200.79	102444
05132024	Invoice	05/13/2024	Refund Certified Mail for Unclaimed Proper..	0.00	200.79	
003552	DYLAN FEITINGER	05/13/2024	Regular	0.00	324.98	102445
REISSUE CK #748...	Invoice	05/14/2024	GF-REISSUE UNCASHED CK #74852	0.00	324.98	
003551	HELEN PFLAUM	05/13/2024	Regular	0.00	167.85	102446
REISSUE CK #742...	Invoice	05/24/2024	GF-REISSUE UNCASHED CK #74221	0.00	167.85	
000634	JASON REITZ	05/13/2024	Regular	0.00	114.83	102447
REISSUE CK #709...	Invoice	05/14/2024	GF-REISSUE UNCASHED CK #70993	0.00	114.83	
003553	JEAN PEACHUS	05/13/2024	Regular	0.00	157.22	102448
05132024	Invoice	05/13/2024	Re-Issue UB CK #69133	0.00	157.22	
003548	KAIDYN TAYLOR	05/13/2024	Regular	0.00	5.92	102449
REISSUE CK #739...	Invoice	05/14/2024	GF-REISSUE UNCASHED CK #73967	0.00	5.92	
003549	KARINA ZITO	05/13/2024	Regular	0.00	15.70	102450
REISSUE CK #741...	Invoice	05/14/2024	GF-REISSUE UNCASHED CK #74152	0.00	15.70	
003550	MADLINE ARCHULETA	05/13/2024	Regular	0.00	4.21	102451
REISSUE CK #742...	Invoice	05/14/2024	GF-REISSUE UNCASHED CK #74203	0.00	4.21	
003307	ACT GUNSMITHING	05/21/2024	Regular	0.00	560.00	102452
497	Invoice	05/16/2024	GF-PISTOL ENGRAVING-PD	0.00	560.00	
000028	ACUSHNET COMPANY	05/21/2024	Regular	0.00	191.06	102453
300542622	Credit Memo	05/16/2024	GOLF-MERCHANDISE-PROSHOP	0.00	-110.00	
917954758	Invoice	05/16/2024	GOLF-MERCHANDISE-PROSHOP	0.00	301.06	
000031	ADAMSON POLICE PRODUCTS	05/21/2024	Regular	0.00	629.34	102454
INV413418	Invoice	05/16/2024	GF-UNIFORMS-PD	0.00	236.66	
INV413528	Invoice	05/16/2024	GF-UNIFORMS-PD	0.00	35.95	
INV414037	Invoice	05/16/2024	GF-UNIFORMS-PD	0.00	9.85	

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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	
INV414040	Invoice	05/16/2024	GF-UNIFORMS-PD	0.00	65.00	
INV414193	Invoice	05/16/2024	GF-UNIFORMS-PD	0.00	179.98	
INV414222	Invoice	05/16/2024	GF-UNIFORMS-PD	0.00	13.90	
INV414338	Invoice	05/16/2024	GF-UNIFORMS-PD	0.00	88.00	
000044	AGFINITY INC	05/21/2024	Regular	0.00	2,297.86	102455
H81156	Invoice	05/06/2024	GF-DRY BROADCAST, CHEMICALS-PARKS	0.00	2,297.86	
003510	ANGEL MORALES	05/21/2024	Regular	0.00	19.18	102456
05162024	Invoice	05/16/2024	CEM-PAID CASH FOR SUPPLIES-CEM	0.00	19.18	
000160	BREAKTHRU BEVERAGE COLORADO	05/21/2024	Regular	0.00	507.52	102457
115720384	Invoice	05/16/2024	GOLF-BEVERAGES-PROSHOP	0.00	507.52	
003478	BUFFALO REFRIGERATION	05/21/2024	Regular	0.00	462.50	102458
1069	Invoice	05/16/2024	GOLF-TEST TO FIND FAULTY SWITCH-PRO...	0.00	462.50	
000182	CEM SALES & SERVICE INC	05/21/2024	Regular	0.00	2,105.75	102459
162971	Invoice	05/16/2024	REC-PULSAR/ BECS CLEANING-REC	0.00	525.00	
163031	Invoice	05/16/2024	REC-POOL SPA CHEMICALS-REC	0.00	1,580.75	
000239	CITY OF FORT LUPTON	05/21/2024	Regular	0.00	459.00	102460
05162024	Invoice	05/16/2024	GF- VCF REFUND- COURT	0.00	459.00	
002647	COLORADO RANGERS LAW ENFORCEMENT SHA	05/21/2024	Regular	0.00	14,500.00	102461
24-SF0110	Invoice	05/16/2024	Colorado Rangers Service Access Fee	0.00	14,500.00	
000307	COMCAST CABLE COMM, LLC	05/21/2024	Regular	0.00	3,195.05	102462
0124495 MAY24	Invoice	05/16/2024	CPR- CABLE SERVICES-REC CENTER	0.00	141.00	
0208785 MAY24	Invoice	05/04/2024	GF-MAY2024 INTERNET SERVICE-PLANNI...	0.00	249.44	
201001270	Invoice	05/01/2024	GF-MAY 2024 INTERNET SERVICES-	0.00	2,804.61	
002915	COMCATE SOFTWARE INC	05/21/2024	Regular	0.00	4,093.95	102463
8364	Invoice	05/16/2024	GF-SOFTWARE RENEWALS-PD	0.00	4,093.95	
001517	CORE&MAIN LP	05/21/2024	Regular	0.00	3,399.96	102464
U731086	Invoice	05/16/2024	UTILITY-SUPPLIES-W LINES	0.00	3,399.96	
003291	CXT PRECAST CONCRETE PRODUCTS	05/21/2024	Regular	0.00	318,139.70	102465
90079803	Invoice	05/15/2024	GF-Com Center Park Reno-Parks	0.00	318,139.70	
002883	DIETRICH TURNEY	05/21/2024	Regular	0.00	187.26	102466
051324	Invoice	05/13/2024	GF-REIMBURSEMENT FOR UNIFORM PUR...	0.00	187.26	
002723	EAGLE ROCK COMPANY OF COLO	05/21/2024	Regular	0.00	1,042.33	102467
12581794	Invoice	05/16/2024	GOLF-BEVERAGES-PROSHOP	0.00	455.00	
12599045	Invoice	05/16/2024	GOLF-BEVERAGES-PROSHOP	0.00	66.20	
12599046	Invoice	05/16/2024	GOLF-BEVERAGES-PROSHOP	0.00	681.06	
12600333	Credit Memo	05/16/2024	GOLF-BEVERAGES-PROSHOP	0.00	-159.93	
003521	FIRST ARMORED SERVICES LLC	05/21/2024	Regular	0.00	10,760.00	102468
2213	Invoice	05/15/2024	Printer mounts	0.00	10,760.00	
000506	FORT LUPTON FIRE PROT DIST	05/21/2024	Regular	0.00	300.00	102469
1014	Invoice	05/16/2024	REC-PLAN REVIEW-REC	0.00	300.00	
002011	FRONT RANGE LUMBER COMPANY	05/21/2024	Regular	0.00	33.21	102470
36516/2	Invoice	05/07/2024	GF-2X2 PINE FURRING STRIPS-PARKS	0.00	33.21	
000512	FUZION FIELD SERVICES LLC	05/21/2024	Regular	0.00	87.19	102471
340933	Invoice	05/16/2024	GOLF- MOVE REQUESTED-MAINT	0.00	87.19	
000567	HIGH COUNTRY BEVERAGE CORP	05/21/2024	Regular	0.00	493.20	102472
W-6799967	Invoice	05/16/2024	GOLF-BEVERAGES-PROSHOP	0.00	493.20	
003554	JENNIFER SWEETMAN	05/21/2024	Regular	0.00	357.00	102473

Council Check Report

Date Range: 05/09/2024 - 05/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2007463.001	Invoice	05/16/2024	REC-MEMBERSHIP REFUND-REC	0.00	357.00	
003427	KENNETH PARSONS	05/21/2024	Regular	0.00	150.00	102474
051324	Invoice	05/13/2024	GF-REIMBURSEMENT FOR BOOT PURCHASE...	0.00	150.00	
003143	LEGAL AND LIABILITY RISK MANAGEMENT INSTI	05/21/2024	Regular	0.00	150.00	102475
242020	Invoice	05/16/2024	GF-TRAINING-PD	0.00	150.00	
001630	MEDICAL CENTER OF THE ROCKIES	05/21/2024	Regular	0.00	190.73	102476
051624	Invoice	05/16/2024	GF-BLOOD DRAW-PD	0.00	190.73	
003316	MIGUEL IRAOLA	05/21/2024	Regular	0.00	350.00	102477
04162024	Invoice	05/01/2024	GF-APRIL 2024 TRANSLATOR SERVICES-CO...	0.00	350.00	
000795	MILE HIGH TURFGRASS, LLC	05/21/2024	Regular	0.00	3,617.22	102478
11323	Invoice	05/16/2024	GOLF-MOWER SUPPLIES-MAINT	0.00	3,617.22	
000869	OPERATIONS MANAGEMENT INT	05/21/2024	Regular	0.00	141,312.39	102479
351230-25-06	Invoice	06/01/2024	OMI Monthly Allocations	0.00	141,312.39	
003044	PEAK FORM, LLC	05/21/2024	Regular	0.00	1,415.00	102480
3636K25213	Invoice	05/01/2024	GF-DOT MEDICAL TEST DOT& DRUG-HR	0.00	1,415.00	
001943	PINNACOL ASSURANCE	05/21/2024	Regular	0.00	268.54	102481
21692268	Invoice	05/14/2024	GF-Work Comp Deductible-Misc	0.00	268.54	
002493	QUADIENT LEASING USA INC	05/21/2024	Regular	0.00	433.59	102482
Q1322190	Invoice	05/05/2024	GF-QUARTERLY LEASE MARCH 7-JUNE 6, 2...	0.00	433.59	
001580	SCL HEALTH	05/21/2024	Regular	0.00	600.00	102483
10006449	Invoice	05/16/2024	GF-FORENSIC EVIDENCE COLLECTION-PD	0.00	600.00	
000999	SHAMROCK FOODS COMPANY	05/21/2024	Regular	0.00	2,318.87	102484
30755588	Invoice	05/16/2024	GOLF-FOOD-PROSHOP	0.00	1,133.17	
30761304	Invoice	05/16/2024	GOLF-FOOD-PROSHOP	0.00	58.88	
30764784	Invoice	05/16/2024	GOLF- FOOD-PROSHOP	0.00	1,126.82	
001022	SOUTHERN GLAZER'S OF CO	05/21/2024	Regular	0.00	174.40	102485
3425783	Invoice	05/16/2024	GOLF-FOOD-PROSHOP	0.00	174.40	
000246	SRIXON/CLEVELAND GOLF/XX10	05/21/2024	Regular	0.00	878.40	102486
7935709 SO	Invoice	05/16/2024	GOLF-MERCHANDISE-PROSHOP	0.00	878.40	
001624	STATE OF COLORADO	05/21/2024	Regular	0.00	3,118.41	102487
000027879	Invoice	05/01/2024	UF-BILLS/LATE NOTICES/WATER NOTICES ...	0.00	3,118.41	
001040	STERICYCLE	05/21/2024	Regular	0.00	135.26	102488
8006832370	Invoice	05/16/2024	REC-BIOHAZARD-REC	0.00	70.26	
8007065922	Invoice	05/01/2024	GF-SHREDDING SERVICE-CITY CL	0.00	30.00	
8007112685	Invoice	05/10/2024	GF-SHREDDING SERVICES-PLANNING	0.00	35.00	
001052	SWIRE COCA-COLA, USA	05/21/2024	Regular	0.00	414.10	102489
41252150010	Invoice	05/16/2024	GOLF-BEVERAGES-PROSHOP	0.00	414.10	
001343	TIME CLOCK PLUS	05/21/2024	Regular	0.00	7,041.00	102490
INV00342382	Invoice	05/16/2024	GF-EMPLOYEE LICENSES-PD	0.00	7,000.00	
INV00344489	Invoice	05/10/2024	GF-TCP EMPLOYEE LICENSE-HR	0.00	41.00	
001746	TRANSUNION RISK AND ALTERNATIVE DATA SO	05/21/2024	Regular	0.00	75.00	102491
812682-202404-1	Invoice	05/16/2024	GF-TRULOOKUP CHARGES-PD	0.00	75.00	
003398	UNIVERSITY AUTO PARTS	05/21/2024	Regular	0.00	59.05	102492
201155	Invoice	05/16/2024	GOLF-CLASS 3 BALL MOUNT-MAINT	0.00	24.99	
201461	Invoice	05/16/2024	GF-SUPPLIES-PARKS	0.00	34.06	
001174	WAGNER EQUIPMENT CO.	05/21/2024	Regular	0.00	1,226.00	102493

Council Check Report

Date Range: 05/09/2024 - 05/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
S00W1797152	Invoice	05/16/2024	GF- TROUBLESHOOT ENGINE ERROR CODE-...	0.00	1,226.00	
001201	WELD COUNTY SCH DIST RE8	05/21/2024	Regular	0.00	300.00	102494
050924	Invoice	05/09/2024	GF-DONATION FOR FLHS STUDENT GOVE...	0.00	300.00	
001201	WELD COUNTY SCH DIST RE8	05/21/2024	Regular	0.00	600.00	102495
050824	Invoice	05/08/2024	GF-DONATION BALLET FOLKLONICO PERF...	0.00	600.00	
001203	WELD COUNTY SHERIFF'S OFFICE	05/21/2024	Regular	0.00	151.30	102496
1830 042024	Invoice	05/16/2024	GF- JAIL FEES- COURT	0.00	151.30	
000024	ACE HARDWARE OF FORT LUPTON	05/14/2024	EFT	0.00	107.74	9001453
103647/1	Invoice	04/25/2024	GOLF-TIE DOWNS, SCREW MOUNTS-MAINT	0.00	107.74	
000048	AIRGAS USA LLC	05/14/2024	EFT	0.00	20.09	9001454
5507790841	Invoice	04/30/2024	GOLF-ACETYLENE/OXYGEN-MAINT	0.00	20.09	
003196	AMAZE HEALTH	05/14/2024	EFT	0.00	1,785.00	9001455
INV-6010	Invoice	04/30/2024	GF-MONTHLY USER FEE-MISC	0.00	1,785.00	
001293	AMAZON.COM	05/14/2024	EFT	0.00	3,460.71	9001456
1N9C-9WL9-HVLD	Invoice	05/05/2024	REC-MISC ITEMS-COM EVENTS	0.00	2,215.25	
1PMD-9X7P-HW...	Invoice	05/05/2024	GF-MISC ITEMS-	0.00	890.33	
1Q63-RPLG-HXP7	Invoice	05/05/2024	GF-MISC ITEMS-FIN	0.00	355.13	
000536	GOLF AND SPORT SOLUTIONS LLC	05/14/2024	EFT	0.00	788.42	9001457
47177	Invoice	05/02/2024	GOLF-TONS OF ATHLETIC SAND-MAINT	0.00	788.42	
002674	HAYES POZNANOVIC KORVER, LLC	05/14/2024	EFT	0.00	3,791.00	9001458
50286	Invoice	05/02/2024	WST-APR2024 LEGAL FEES-WATER	0.00	3,791.00	
000862	O'REILLY AUTO PARTS	05/14/2024	EFT	0.00	17.99	9001459
4489-135265	Invoice	04/30/2024	GF-3PACK WIPES-ENG	0.00	17.99	
003150	REDI SERVICES, LLC	05/14/2024	EFT	0.00	200.00	9001460
0000086833	Invoice	04/30/2024	CEM-PORTABLE TOILET SERVICE-CEMETERY	0.00	200.00	
002725	TIRES TO GREEN RECYCLING COLORADO LLC	05/14/2024	EFT	0.00	912.00	9001461
1153	Invoice	04/23/2024	GF-TIRE RECYCLING, CLEAN UP DAYS-LEGIS	0.00	912.00	
001101	TODD HODGES DESIGN, LLC	05/14/2024	EFT	0.00	10,017.50	9001462
3601	Invoice	05/07/2024	GF-PLANNING SERVICES 04/22-05/05/24-P...	0.00	10,017.50	
001594	WILBUR-ELLIS COMPANY LLC	05/14/2024	EFT	0.00	6,451.50	9001463
16425017	Invoice	05/07/2024	GOLF-TILL IT N POWER-MAINT	0.00	3,084.00	
16425019	Invoice	05/07/2024	GOLF-CHEMICALS/FERTILIZER-MAINT	0.00	3,367.50	
003355	ADOLFSON & PETERSON CONSTRUCTION	05/14/2024	EFT	0.00	211,847.29	9001464
04	Invoice	04/30/2024	COM CENTER PARK RENO	0.00	211,847.29	
001293	AMAZON.COM	05/14/2024	EFT	0.00	450.96	9001465
1PMQ-KDN3-J1KT	Invoice	05/06/2024	IT-Amazon Order	0.00	450.96	
002257	ANACONDA NETWORKS INC	05/14/2024	EFT	0.00	426.00	9001466
8029	Invoice	04/01/2024	Exchange for Antennas for Ford vehicles C...	0.00	426.00	
000339	CTL THOMPSON, INC	05/14/2024	EFT	0.00	560.00	9001467
703866	Invoice	04/30/2024	Community Park Renovation - COMT	0.00	560.00	
003355	ADOLFSON & PETERSON CONSTRUCTION	05/21/2024	EFT	0.00	1,059,345.78	9001468
7	Invoice	05/01/2024	RC-REC EXPANSION CONSTRUCTION-REC	0.00	1,059,345.78	
002841	AIRBOUND	05/21/2024	EFT	0.00	6,765.00	9001469
246321-1	Invoice	05/01/2024	GF- RIDE RENTAL FOR INDEPENDENCE DAY...	0.00	6,765.00	
001293	AMAZON.COM	05/21/2024	EFT	0.00	8,566.31	9001470
13LX-9DJP-GDLJ	Invoice	05/16/2024	GF-SUPPLIES-PLANNING	0.00	138.47	

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	
1PMQ-KDN3-J3PH	Invoice	05/16/2024	GF-SUPPLIES-PD	0.00	8,427.84	
002257	ANACONDA NETWORKS INC	05/21/2024	EFT	0.00	2,800.00	9001471
7997	Invoice	05/01/2024	Installation of CP's in PW vehicles	0.00	2,800.00	
003166	CODE RED AUDITS, LLC	05/21/2024	EFT	0.00	14,457.75	9001472
INV-CFL-AC-HW-...	Invoice	05/10/2024	1025 1st Street Doors and Cameras	0.00	5,300.25	
INV-CITYFLpd-HW...	Invoice	05/10/2024	1025 1st Street Doors and Cameras	0.00	8,727.50	
INV-FTLP-CRDS-2...	Invoice	05/16/2024	GF-CARD PROXIMITY PRINTABLE 100-PD	0.00	430.00	
000425	ELEVATION COFFEE TRADERS	05/21/2024	EFT	0.00	157.00	9001473
107178	Invoice	05/16/2024	GOLF-BEVERAGES-PROSHOP	0.00	157.00	
000691	KONE INC	05/21/2024	EFT	0.00	140.80	9001474
871350806	Invoice	04/30/2024	REC-ELEVATOR MAINTENANCE 04/01-04/...	0.00	140.80	
001292	LIFE STORIES CHILD & FAMILY ADVOCACY	05/21/2024	EFT	0.00	375.00	9001475
11-844	Invoice	05/16/2024	GF-1ST QTR BILLING 2024-PD	0.00	375.00	
000862	O'REILLY AUTO PARTS	05/21/2024	EFT	0.00	110.27	9001476
4489-136864	Invoice	05/16/2024	GOLF-OIL FILTER-MAINT	0.00	110.27	
000931	R & L TIRES	05/21/2024	EFT	0.00	20.00	9001477
53056	Invoice	05/16/2024	GF- TIRE REPAIR- W LINES	0.00	20.00	
000932	R & M SERVICES	05/21/2024	EFT	0.00	678.34	9001478
10816	Invoice	05/16/2024	GF-TIRE REPAIR-PD	0.00	10.00	
10817	Invoice	05/16/2024	GF-TIRE REPAIR-PD	0.00	10.00	
10818	Invoice	05/16/2024	GF-SAFETY INSPECTION-PD	0.00	25.00	
10819	Invoice	05/16/2024	GF-WASHER PUMP REPLACEMENT-PD	0.00	325.33	
10822	Invoice	05/16/2024	GF-OIL CHANGE SERVICES-PD	0.00	131.78	
10824	Invoice	05/16/2024	GF-OIL CHANGE SERVICES- PD	0.00	91.12	
10825	Invoice	05/16/2024	GF-OIL CHANGE SERVICES-PD	0.00	85.11	
003150	REDI SERVICES, LLC	05/21/2024	EFT	0.00	1,700.00	9001479
0000086831	Invoice	05/16/2024	GF-PORTA POTTY-PARKS	0.00	400.00	
0000086832	Invoice	05/16/2024	GF-PORTA POTTY-PARKS	0.00	50.00	
0000086834	Invoice	05/16/2024	CPR-PORTA POTTY-CPR	0.00	850.00	
0000086835	Invoice	05/16/2024	GF-PORTA POTTY-PARKS	0.00	200.00	
0000086836	Invoice	05/16/2024	GF-PORTA POTTY-PARKS	0.00	200.00	
003411	ULTIMATE DENT REMOVAL LLP	05/21/2024	EFT	0.00	50,804.45	9001480
1977	Invoice	04/19/2024	Hail Damage Repairs	0.00	17,220.65	
2013	Invoice	05/16/2024	Hail Damage Repairs- 2022 Durango	0.00	16,814.00	
2014	Invoice	05/16/2024	Hail Damage Repairs- Chevy Tahoe	0.00	16,769.80	
001265	IRS	05/10/2024	Bank Draft	0.00	185.06	DFT0002391
INV0001576	Invoice	05/10/2024	Federal Withholding	0.00	185.06	
000119	BANK OF COLORADO	05/17/2024	Bank Draft	0.00	7,043.71	DFT0002393
INV0001577	Invoice	05/17/2024	HSA DISTRIBUTION	0.00	7,043.71	
000119	BANK OF COLORADO	05/17/2024	Bank Draft	0.00	790.83	DFT0002394
INV0001578	Invoice	05/17/2024	HSA DISTRIBUTION	0.00	790.83	
001416	VALIC_1	05/17/2024	Bank Draft	0.00	67,125.99	DFT0002395
INV0001579	Invoice	05/17/2024	VALIC - 457(b) \$ Contributions	0.00	67,125.99	
001265	IRS	05/17/2024	Bank Draft	0.00	81,958.67	DFT0002396
INV0001580	Invoice	05/17/2024	Federal Withholding	0.00	81,958.67	
001418	CO DEPARTMENT OF REVENUE	05/17/2024	Bank Draft	0.00	13,769.00	DFT0002397
INV0001581	Invoice	05/17/2024	CO Withholding	0.00	13,769.00	
001416	VALIC_1	05/17/2024	Bank Draft	0.00	203.54	DFT0002398

Council Check Report

Date Range: 05/09/2024 - 05/21/2024

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0001582	Invoice	05/17/2024	VALIC - PD Retirement Plan Contributions	0.00	203.54	
001265	IRS	05/17/2024	Bank Draft	0.00	203.86	DFT0002399
INV0001583	Invoice	05/17/2024	Federal Withholding	0.00	203.86	
001418	CO DEPARTMENT OF REVENUE	05/17/2024	Bank Draft	0.00	35.00	DFT0002400
INV0001584	Invoice	05/17/2024	CO Withholding	0.00	35.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	188	103	0.00	711,171.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	9	9	0.00	171,315.66
EFT's	46	28	0.00	1,386,756.90
	243	140	0.00	2,269,244.41

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	188	103	0.00	711,171.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	9	9	0.00	171,315.66
EFT's	46	28	0.00	1,386,756.90
	243	140	0.00	2,269,244.41

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	5/2024	2,269,244.41
			2,269,244.41

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 7, 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, May 7, 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, Chris Ceretto, Valerie Blackston, Claud Hanes, Bruce Fitzgerald, and David Crespin.

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 City Attorney, Andy Ausmus.

PROCLAMATION

Mayor Hubbard read the Mental Health Month Proclamation and declared the month of May as Mental Health Month.

Mayor Hubbard read the Public Service Recognition Proclamation and declared May 5, 2024 through May 11, 2024 as Public Service Recognition Week.

PERSONS TO ADDRESS COUNCIL

Bennett Edgerly, North Range's Clinical Network Director of Adult Outpatient Network addressed Council after the reading of the Mental Health Month Proclamation and thanked the Council for proclaiming May as Mental Health Month.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the May 7, 2024, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by David Crespin and seconded by Valerie Blackston to approve the Consent Agenda as amended with the following items:

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 7, 2024**

- April 16, 2024 City Council Meeting Minutes
- Second Reading Ordinance 2024-1165 ANNEXING LAND KNOWN AS THE EWING ANNEXATION AND APPROVING THE ANNEXATION AGREEMENT
- Second Reading Ordinance 2024-1166 INITIALLY ZONING LAND KNOWN AS THE EWING INITIAL ZONING TO THE 'A' AGRICULTURAL ZONE DISTRICT
- Approving Resolution 2024R020 RATIFYING THE MAYOR'S APPOINTMENT OF CANDIDATES TO THE PARKS AND RECREATION COMMITTEE FOR A TERM BEGINNING MAY 7, 2024 AND ENDING DECEMBER 31, 2025 (AM 2024-075)
- Approving the Renewal of a Three-Year Contract with Comcast for City Phones for an Amount Not to Exceed \$1,808.25 per Month (AM 2024-076)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2024-077 Approve Change Order 022 Amending the Contract with Adolfson & Peterson Construction to Remove the Existing Epoxy Floor and Install 2-inch Tile in the Existing Recreation Center Locker Rooms and Hallway for an Amount Not to Exceed \$105,038.94 Allocated from the Capital Projects Recreation Center Fund

This project will help minimize a couple of major issues the recreation center has experienced over the years. One issue has been trying to make the hallway and locker rooms safer from slippage. Staff has tried numerous solutions as the building first had vinyl flooring that was replaced with an epoxy flooring and it has helped but is in need for replacement as the surface is wearing down and did not fully eliminate the slippage. The recreation center has had a number of falls over the years which have resulted in numerous claims. Staff has used different types of matting to help with this issue. The mats have helped but are a constant problem for the custodial staff as they are hard to move and clean and create their own issues. The small two-inch tile is what is recommended for this type of application and would allow for a much safer environment.

It was moved by Chris Ceretto and seconded by Valerie Blackston to Approve Change Order 022 Amending the Contract with Adolfson & Peterson Construction to Remove the Existing Epoxy Floor and Install 2-inch Tile in the Existing Recreation Center Locker Rooms and Hallway for an Amount Not to Exceed \$105,038.94 Allocated from the Capital Projects Recreation Center Fund. Motion passed unanimously on roll call vote.

AM 2024-078 Accepting a Proposal from Spectrum Aquatics for the Purchase and Installation of Thermal-King Series Cover and Blackfoot III Single Reel for the New Therapy Pool For an Amount Not to Exceed \$41,320.00 to be Paid from the Recreation Center Expansion Fund

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 7, 2024**

The Recreation Department requested to purchase a Thermal-King Series cover and Blackfoot III Single Reel from Spectrum Aquatics. Per architectural drawings, the wall brackets and electrical boxes are already installed. The new therapy pool temperature will run about 92-93 degrees. Using indoor pool covers are very beneficial for energy savings, water savings, and can help chlorine strength and pH control.

It was moved by Claud Hanes and seconded by Carlos Barron Accepting a Proposal from Spectrum Aquatics for the Purchase and Installation of Thermal-King Series Cover and Blackfoot III Single Reel for the New Therapy Pool For an Amount Not to Exceed \$41,320.00 to be Paid from the Recreation Center Expansion Fund. Motion passed unanimously on roll call vote.

AM 2024-079 Approving the Removal of the 4th Street and Denver Avenue Bump Out Islands

The Council approved the 2018 Comprehensive Plan that included recommendations to improve the City's sidewalk and pedestrian access network and adoption of Complete Streets concepts to improve safety.

The 2000 Transportation Plan included Pedestrian and Bicycle Facilities as well as Recreation Trails.

The Vision 2020 Documents approved by council June 12, 1996 with Resolution 96-016 (AM 96-054) includes "Promote alternative transportation modes (other than motorized vehicles) and provide links to community activities by way of bicycle routes and walking paths."

FLURA coordinated and paid for the design and construction of the Denver Avenue Streetscape project starting in 2019. Public input was received on four options for the 4th Street intersection. The design engineer provided a layout for 4th Street and Denver Avenue that included a bike lane that was approved by FLURA at the February 20, 2020 meeting. The design included considerations of the approved Trails and Parks plan.

The final constructed intersection was modified while the rest of the planned bike route is designed and implemented.

Mayor Hubbard expressed concerns regarding moving the handicapped parking behind the island. She stated she is concerned about how a handicapped person is going to get out of his/her vehicle safely since the parking spots are so close to the actual street. She stated that she believes the islands are causing more issues than doing good.

Councilmember Claud Hanes questioned if the bump outs are taken away, what is going to be done to improve pedestrian safety. Roy Vestal, Public Works Director stated he would need to

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 7, 2024**

evaluate pedestrian safety. Further discussion between Mr. Vestal and Council occurred regarding the removal of the bump outs.

Mr. Vestal stated there are other options for the bike lane. He stated the safest option was to build the dual lane for the bicycles. However, the other option is to put a bike lane on each side of the street, with parking against the curb which would leave some room to place a bumper between the parking and the bike lane which may allow for more room for drivers to turn.

It was moved by Carlos Barron and seconded by Valerie Blackston to Remove the 4th Street and Denver Avenue Bump Out Islands, to reimburse FLURA, and pay the cost needed to remove the islands. Motion passed unanimously on roll call vote.

AM 2024-080 Approving a Resolution for a Non-Exclusive Master License Agreement for Fiber Networks with HyperFiber, LLC.

HyperFiber, LLC has requested the approval of an agreement with the City of Fort Lupton to install a fiber-based telecommunications network or networks in the public right-of-way to serve the company's customers. The City will retain ownership of the right-of-way and all equipment installations will adhere to Federal Communications Commission (FCC) regulations and other applicable laws. The company will own, maintain, operate, and control the network(s). Network services will be available to residential and non-residential customers.

Mark Ivey, a representative with HyperFiber addressed council to provide an overview of the project and allow Council to ask questions. He stated construction will begin in June and will take about twelve months to complete. He stated they will provide three different speed packages with the highest package being two gigabytes. The two-gigabyte package will cost \$95.00 a month and the price is guaranteed for life. He also stated there is no contract so customers can disconnect when they want to. Councilmember Claud Hanes asked if there is any damage done to the right-of-way will Hyperfiber pay to restore it. Mr. Ivey stated yes, the company hires local landscapers to clean up after the construction crews. Mr. Ivey also mentioned that residents will be notified ahead of time to inform them when construction is going to begin.

It was moved by David Crespin seconded Chris Ceretto Approving Resolution 2024R021 FOR A NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS WITH HYPERFIBER, LLC. Motion passed unanimously on roll call vote.

STAFF REPORTS

Interim Chief Carnes stated the Police Department received their PACFA license for the animal shelter and are looking forward to opening it. He stated code enforcement will be staffing the facility.

**RECORD OF PROCEEDINGS
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May 7, 2024**

Roy Vestal, Public Works Director stated the Harrison Avenue Road Reconstruction Project is projected to begin in two weeks. He also stated the Main Streets Grant should be going through soon.

Doug Cook, Recreation Manager, stated the splash park equipment was delivered and installed yesterday, May 6, 2024 they are getting closer to finishing the park renovation.

Mari Peña, City Clerk, stated the annual shred event occurred last week on April 29, 2024 and there was a steady flow of residents coming to shred their documents.

Chris Cross, City Administrator, commended everyone that helped to make the field of honor a success this year.

MAYOR/COUNCIL REPORTS

There were no reports from the Mayor or Council.

FUTURE CITY EVENTS

May 15, 2024	Welcome Wednesday - Community Development Office, 1200 Dexter St. Unit W13, 7:30 a.m. – 9:00 a.m.
May 27, 2024	Memorial Day Service- Hillside Cemetery, 13750 Weld County Road 12, 9:30 a.m.
June 5, 2024	Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m.
June 7, 2024	Jon Mays Memorial Fore Youth Golf Tournament- Coyote Creek Golf Course, 222 Clubhouse Drive, 8:00 a.m.
June 15, 2024	Summer Sizzle 5k- Railroad Park, 8:00 a.m.

UPCOMING MEETINGS

May 14, 2024 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.
May 28, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
June 4, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 7, 2024**

The meeting adjourned at 6:54 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

DRAFT



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of Karina Gonzalez to the Parks and Recreation Committee for a Term Beginning May 21, 2024 and Ending December 31, 2025

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Karina Gonzalez submitted an application to serve on the Parks and Recreation Committee. Ms. Gonzalez has expressed an interest in serving on the Parks and Recreation Committee. She 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 KARINA GONZALEZ TO THE PARKS AND RECREATION ADVISORY COMMITTEE FOR A TERM BEGINNING MAY 21, 2024 AND ENDING DECEMBER 31, 2025

WHEREAS, Karina Gonzalez submitted a request in the form of an application for the Mayor to consider her appointment to the Parks and Recreation Advisory Committee allowing her 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 Karina Gonzalez to the Parks and Recreation Advisory Committee for a term beginning May 21, 2024, and ending December 31, 2025.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 21st DAY OF MAY 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 Resolution Appointing Charles Miller to Serve on the Board of Directors of Metro Water Recovery for a Two (2) Year Term Beginning June 30, 2024 and Expiring June 30, 2026

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Mayor, by virtue of the authority vested by law, and with Council authorization, shall appoint a representative to the Board of Directors of Metro Water Recovery, to serve a term of two years, in accordance with the laws of the State of Colorado and the Bylaws of Metro Water Recovery.

Pursuant to the Bylaws of the Metro Water Recovery the City must appoint one (1) member to the Board of Directors. Charles Miller has submitted an application for the Mayor to consider reappointment to the Metro Water Recovery. Charles Miller lives within the City of Fort Lupton and has knowledge of matters concerning operation and maintenance of water treatment facilities; holds a distribution and collections license level 1, and has knowledge of installing and replacing infrastructure of water and sewer lines.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Approve the Resolution appointing Charles Miller to the Board of Directors of Metro Water Recovery.
2. Do not approve the Resolution and seek other applicants.

STAFF RECOMMENDATIONS

Staff seeks recommendation.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2024R0xx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPOINTING CHARLES MILLER AS THE CITY OF FORT LUPTON REPRESENTATIVE TO THE BOARD OF DIRECTORS OF METRO WATER RECOVERY TO SERVE A TERM OF TWO YEARS BEGINNING JUNE 30, 2024, AND ENDING JUNE 30, 2026

WHEREAS, pursuant to Section 32-4-513(3)(a), C.R.S., the governing body of the City of Fort Lupton, Weld County, Colorado, has filed a certified copy of Ordinance 2021-1128 adopted on September 7, 2021 with the Division of Local Government, (“Division”); and

WHEREAS, Pursuant to Section 32-4-513(3)(b), C.R.S., the Board of Director of the Metro Water Recovery (“Board”) has filed a certified copy of the Resolution No. 0322-B7b adopted on March 15, 2022, with the Division; and

WHEREAS, The Board of Directors of the Metro Water Recovery with Resolution No. 0322-B7.b have formally included in the Metro Water Recovery’s boundaries the City of Fort Lupton; and

WHEREAS, pursuant to the Bylaws of the Metro Water Recovery the City must appoint one (1) member to the Board of Directors; and

WHEREAS, Charles Miller has submitted an application for the Mayor to consider appointment to the Metro Water Recovery; and

WHEREAS, qualified applicants are required to live within the member municipality they represent and shall attend monthly Standing Committees as assigned and the monthly board meetings.

WHEREAS, Charles Miller lives within the City of Fort Lupton and has knowledge of matters concerning operation and maintenance of water treatment facilities; holds a distribution and collections license level 1, and has knowledge of installing and replacing infrastructure water and sewer lines, and currently serves on the Board; and

WHEREAS, Charles Miller meets the requirements to continue serving on the Metro Water Recovery Board.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby appoint Charles Miller as the City of Fort Lupton representative on the Board of Directors of Metro Water Recovery for a term beginning June 30, 2024, and ending June 30, 2026.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS
21ST DAY OF MAY 2024.**

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

CITY COUNCIL APPROVAL OF APPOINTMENT

It was moved by Councilmember _____, seconded by Councilmember _____, that the appointment of Charles Miller, residing at 200 S. McKinley Ave., Fort Lupton, CO 80621, to serve a term of two years expiring on June 30, 2026, as the City of Fort Lupton representative on the Board of Directors of Metro Water Recovery be and the same hereby is approved.

The motion carried unanimously.

CERTIFICATE

STATE OF COLORADO }
 }ss
COUNTY OF WELD }

I, Maricela Peña, City Clerk of the City of Fort Lupton, do hereby certify that the Mayor of the City of Fort Lupton appointed Charles Miller as said City's representative on the Board of Directors of Metro Water Recovery and that the foregoing "Appointment" is an excerpt from the minutes of the regular meeting of the City of Fort Lupton City Council held on the 21st day of May, 2024, and I further certify that the foregoing motion approving said appointment was

passed by the City Council at the same meeting; that said motion of approval is part of the official minutes of said meeting; and that a quorum was present at all times during the meeting.

Dated this 21st day of May, 2022.

Maricela Peña, City Clerk



SUBJECT FOR DISCUSSION

Approving a Resolution Appointing Zachary Potter as a Professional Member of the Historic Preservation Board for a Three-year Term to Expire May 21, 2027.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Historic Preservation Board has a vacancy for a new member for a three-year term. Zachary Potter is a resident of the City of Fort Lupton and has submitted an application to serve as a member of the Board. His experience as a professional electrician along with other construction experience and educational background will prove valuable to the tasks encountered in historical designation and preservation which will be valuable to the Historic Preservation Board's mission.

FINANCIAL CONSIDERATIONS

None.

LEGAL/POLITICAL CONSIDERATIONS

None.

ALTERNATIVES/OPTIONS

- 1) Approve the Resolution appointing Zachary Potter.
- 2) Do not Approve the Resolution appointing Zachary Potter.

STAFF RECOMMENDATIONS

Staff recommends approval of Zachary Potter's appointment to the Historic Preservation Board for a term to expire on May 21, 2027.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2024Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE APPOINTMENT OF ZACHARY POTTER AS A PROFESSIONAL MEMBER OF THE HISTORIC PRESERVATION BOARD FOR A TERM ENDING ON MAY 21, 2027

WHEREAS, Zachary Potter has expressed an interest to serve on the Historic Preservation Board; and

WHEREAS, the City Council appoints members to the Board pursuant to Fort Lupton Municipal Code Section 2-223, and

WHEREAS, the Historic Preservation Board recommends Zachary Potter serve on the Board.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council appoints Zachary Potter for a term expiring on May 21, 2027 to the Historic Preservation Board.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 21st DAY OF MAY 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 Resolution Reappointing Shannon Rhoda to the Planning Commission for a Three-Year Term to Expire May 22, 2027.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Shannon Rhoda is a current member of the Planning Commission whose term expires on May 22, 2024. Shannon Rhoda has expressed an interest in continuing to serve on the Planning Commission and has submitted an application for reappointment as a regular member to the Commission. Section 2-182 of the Fort Lupton Municipal Code allows for up to seven members to the Planning Commission with one alternate to sit as a regular member should a regular member be absent. Ms. Rhoda lives in the City and has previously served on City Council.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

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

STAFF RECOMMENDATIONS

Staff recommends approval of Shannon Rhoda's reappointment to the Planning Commission for a three (3) year term.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2024RXXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE REAPPOINTMENT OF SHANNON RHODA AS A REGULAR MEMBER OF THE PLANNING COMMISSION FOR A THREE-YEAR TERM BEGINNING MAY 22, 2024 AND EXPIRING MAY 22, 2027.

WHEREAS, Shannon Rhoda's term on the Planning Commission was to fill a vacancy; and

WHEREAS, Shannon's Rhoda's term will be expiring on May 22, 2024; and

WHEREAS, Shannon Rhoda has expressed interest in continuing to serve on the Planning Commission; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council appoint Shannon Rhoda for a three-year term expiring on May 22, 2027 to the Planning Commission.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 21st DAY OF MAY 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

Approve a Resolution Reappointing Mike Simone to the Planning Commission for a Three-Year Term to Expire June 19, 2027.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Mike Simone is the current Chair of the Planning Commission whose term expires on June 19, 2024. Mr. Simone has expressed an interest in continuing to serve on the Planning Commission and has submitted an application for reappointment as a regular member to the Commission. Section 2-182 of the Fort Lupton Municipal Code allows for up to seven members to the Planning Commission with one alternate to sit as a regular member should a regular member be absent. Mr. Simone lives in the City and has served as the Chairman to the Planning Commission for multiple terms. He has regularly attended meetings of the Planning Commission and his membership has contributed significantly to the Commission.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

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

STAFF RECOMMENDATIONS

Staff recommends approval of Mike Simone's reappointment to the Planning Commission for a three (3) year term.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO 2024Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE REAPPOINTMENT OF MIKE SIMONE BY THE MAYOR TO SERVE AS A REGULAR MEMBER ON THE PLANNING COMMISSION FOR A THREE YEAR TERM BEGINNING JUNE 19, 2024 AND ENDING JUNE 19, 2027

WHEREAS, the Mayor of Fort Lupton under C.R.S. 31-23-203 and Municipal Code Section 2-182, has the authority to fill vacancies on the Planning Commission and hereby exercises the right to appoint Mike Simone to the Planning Commission as regular member; and

WHEREAS, the City Council may ratify the appointments by the Mayor to serve on the Planning Commission; and

WHEREAS, Mike Simone has expressed an interest to continue serving on the Planning Commission; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of Mike Simone to serve as a regular member to the Planning Commission for a three-year term expiring on June 19, 2027.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 21st DAY OF MAY 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

Authorize Payment to Northern Colorado Water Conservancy District (NCWCD) for the Southern Water Supply Project (SWSP) 2024 Operation and Maintenance Assessment for an Amount Not to Exceed \$186,628.63 from the Utility Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The NCWCD is requiring a payment of \$186,628.63 due by June 3, 2024. The 2024 Estimated Assessment decreased \$4,234.04

	<i>2024 Estimated Cost</i>	<i>2023 Actual Cost Estimate Adjustment</i>	<i>2024 Reserve Adjustment</i>	<i>2024 Total Assessment Due</i>	<i>2023 Assessment</i>
Carter Lake Outlet	\$ 4,759.00	3,321.52	\$ 1,046.00	\$9,126.52	\$6,960.50
Broomfield Line	16,270.00	2,067.93	3,002.00	21,339.93	-5,672.08
Fort Lupton Line	60,517.00	19,134.14	23,692.00	103,343.14	57,558.55
Eastern Pump Plant	59,098.00	-7,541.91	-1990.00	49,566.09	97,600.20
Indirect Costs	14,523.97	-11,271.02	0.00	3,252.95	34,415.50
Net Assessment Amount Due	\$155,167.97	\$5,710.66	\$ 25,750.00	\$186,628.63	\$190,862.67

FINANCIAL CONSIDERATIONS

The utility fund budget for 2024 has \$250,000 budgeted.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Approve the payment of the SWSP O&M Assessment of \$186,628.63 from the Utility Fund

Attachments: a. NCWCD Invoice

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



**Southern Water Supply Project Water Activity Enterprise
2024 Annual Operation Assessment**

Participant: City of Fort Lupton

Statement Date: May 3, 2024

Payment Due Date: June 3, 2024

Payment Due: \$186,628.63

Three Assessment billing components are detailed below:

Pipeline and Pump Station	2024 Estimated Cost	2023 (1) Actual Cost to Estimate (Credit) Debit Adjustment	(2) Reserve Adjustment	Other Credit	Total Due
Carter Lake Outlet	4,759.00	3,321.52	1,046.00	0.00	9,126.52
Broomfield Line	16,270.00	2,067.93	3,002.00	0.00	21,339.93
Ft. Lupton Line	60,517.00	19,134.14	23,692.00	0.00	103,343.14
Eastern Pump Plant	59,098.00	(7,541.91)	(1,990.00)	0.00	49,566.09
Indirect Costs	14,523.97	(11,271.02)	0.00		3,252.95
Total	155,167.97	5,710.66	25,750.00	0.00	186,628.63

AMOUNT DUE

\$186,628.63

Billing Comments:

- (1) (Credit) or Charge adjustment for 2023 estimated cost to 2023 actual cost.
- (2) Adjustment for operating and maintenance reserve (18 months of estimated costs).

Please make your check payable to:
Northern Colorado Water Conservancy District
220 Water Avenue, Berthoud, CO 80513

Please contact Ms. Kathy Jo Price at (970) 622-2313 for wire and ACH payment options.



SUBJECT FOR DISCUSSION

The Colorado Health Foundation Equitable Community-Designed Outdoor Spaces Grant Application for RECreating Koshio Park has been Approved in the Amount of \$25,000 with a Grant Period of June 1, 2024 – June 30, 2025.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Recreation Department submitted a full application to The Colorado Health Foundation on February 14, 2024 and was approved in the amount of \$25,000 for the planning grant to RECreating Koshio Park on April 30, 2024. The next step is to execute the Grant Agreement (attachment a). The grant award will be issued upon completion of the Grant agreement (attachment a).

FINANCIAL CONSIDERATIONS

Additional funding for RECreating Koshio Park will help complete a master plan and cost estimates for the park. This is not a budgeted expenditure for General Fund Parks Department in 2024 and may need a supplemental budget resolution at the end of the year.

LEGAL/POLITICAL CONSIDERATIONS

City staff will need to execute the Grant Agreement - electronic signature (attachment a). The Fort Lupton City Council would need to approve the Mayor to electronically sign the Grant Agreement (attachment a) via Docusign.

ALTERNATIVES/OPTIONS

Seek additional funding from other grant agencies.

STAFF RECOMMENDATIONS

Staff recommends to accept and execute The Colorado Health Foundation Equitable Community-Designed Outdoor Spaces grant for RECreating Koshio Park in the amount of \$25,000.

Attachments:

a. Colorado Health Foundation Equitable Community-Designed
Outdoor Spaces grant agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



GENERAL, GRANTS TERMS, CONDITIONS, AND UNDERSTANDINGS

Title of Project:

RECreate Koshio Park
Grant ID# 30007

Purpose of Project:

Engage in a community-owned design process to enable community members to identify the top priority strategies for updating Koshio Park. Led by a Community Engagement Advisory Committee, project activities will reach out to community members in multiple languages, in a variety of formats and at a variety of local events and venues to ensure that people whose voices are often missing from local decision-making helped RECreate the future of the Park.

Grantee Organization:

City of Fort Lupton
130 S McKinley
Fort Lupton, CO 80621

Checks to be Made Payable to:

130 S McKinley
Fort Lupton, CO 80621

Tax Identification Number: 84-6000665

Amount of Grant Awarded:

\$25,000 over a 12-month period

Period for Which Support is Granted:

From June 01, 2024 *Through* May 31, 2025

Contingencies, if any:

Special Provisions, if any:

1. This planning grant may cover meeting space, stipends for community members, administrative costs, and materials related to the engagement process.
2. Costs for TA provided by the Colorado Health Foundation are covered separately from the funding allocated for the planning grant. Our technical assistance team will be in touch with you regarding the next steps. Should you choose your own TA provider, it will be up to the Grantee to identify that provider and cover related costs.

Key Grantee Activities and Target Milestones:

1. Demonstrate community engagement and that the design process reflect the community's history, culture, and legacy elevated during the planning process, and a commitment to building intergenerational spaces that encourage physical activity and strengthening community.
 2. Engage community members, particularly youth, people living with disabilities, low-income, and people of color in the outdoor-space design process.
 3. Facilitate community convenings with translation and interpretation services inclusive of childcare and food while offering compensation for community members who are participating in the design process.
 4. Demonstrate that design plans include place activation and long-term maintenance requirements.
 5. The Colorado Health Foundation recommends the Grantee engage with technical assistance (TA) for community engagement and landscape architecture design support throughout the planning process.
 6. Grantee will provide updates, as appropriate, to the program officer managing the grant.
-

Intended Measurable Reach to be Reported on the Anticipated Number Served, if any:

Payment and Requirement Schedule

Requirement Due Date	Requirement	Payment Amount	Approximate Payment Schedule
05/24/2024	Executed Agreement	\$25,000	06/06/2024
06/30/2025	Final Report		

Payments are contingent upon receipt and approval of the associated requirements.

The Foundation uses an online system to receive reports and other requirements. Please visit www.coloradohealth.org for more information

*Project Contact (please correct the information below if necessary) Mr. Doug Cook Assistant Recreation Director City of Fort Lupton 130 S McKinley Fort Lupton, CO 80621	**Grantee Organization Primary Signatory (please correct the information below if necessary) Zo Hubbard Mayor City of Fort Lupton 130 S McKinley Fort Lupton, CO 80621
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*The project contact is the individual directly responsible for developing the proposed activity, its implementation, and day-to-day direct supervision of the project. The email associated with the project contact will be added to the Foundation’s email distribution list upon grant approval. To opt out of the email distribution list please notify the Foundation by emailing grants@coloradohealth.org.

**The organization primary signatory is the CEO/Executive Director of the grantee organization.



The Colorado Health Foundation is awarding this Grant to the above named organization (“Grantee”) and Grantee agrees to, the following:

1. Tax Exempt Status, Grantee represents that:

- a. To provide current and appropriate documentation if organization is a government supported agency, such as school, museum, library or government agency or department.
- b. To provide The Colorado Health Foundation with immediate written notification of any changes in the organization’s tax-exempt status.

2. Expenditure of Funds

This Agreement (together with any income earned upon investment of Grant funds) is made for the purpose outlined herein and may not be expended for any other purpose without The Colorado Health Foundation’s prior written approval. If the Grant is intended to support a specific project or for a specific period, any portion of the Grant unexpended at the completion of the project or the end of the period specified above on Page 1 (the “Grant Period”) shall be returned immediately to The Colorado Health Foundation. With prior written approval from The Colorado Health Foundation the Grant Period may be extended in order to reach the anticipated outcomes. Requests should be submitted using the form and instructions found at www.ColoradoHealth.org in the “For Grantees” section.

3. Prohibited Use of Funds

Grantee will not permit any Grant funds or income derived from such funds to be used for “political expenditures” as defined in Section 4955 of the Code, including but not limited to participation or intervention in a political campaign for a public office.

This grant is not in any way earmarked to support or carry on any lobbying or voter registration drive. Grantee intends to expend at least the amount of this grant on project non-lobbying and non-voter registration activities in Grantee’s current fiscal year.

Grantee represents that it is knowledgeable about Executive Order 13224 and the USA Patriot Act of 2001 and Grantee will not permit any Grant funds or income derived from such funds to be expended or re-granted so as to benefit any person or organization with ties to terrorists.

4. Anti-Discrimination Expectations

Grantee will not willfully discriminate against a particular class of individuals and will abide by all applicable local, state, and federal anti-discrimination laws in hiring, employment practices and when providing services.

5. No Assignment or Delegation

Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the prior written approval of The Colorado Health Foundation.

6. Records and Reports

Grantee must keep a record of all receipts and expenditures relating to this Agreement and to provide The Colorado Health Foundation with a written report summarizing the project promptly following the end of the Grant Period. The Colorado Health Foundation may also require interim reports. Grantee reports should describe progress achieving the Grant Purposes (including progress toward measurable results and Key Grantee Activities and Target Milestones outlined above on Page 1) and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by The Colorado Health Foundation. If Grantee obtains any audited financial statements covering any part of the period of this Agreement, copies of such statements shall be provided to The Colorado Health Foundation promptly after receipt. Grantee must keep the financial records with respect to the Grant and this Agreement, along with copies of any reports submitted to The Colorado Health Foundation, for at least four years following the year in which all Grant funds are fully expended.

7. Required Notification

Grantee must provide The Colorado Health Foundation with immediate written notification of: (1) its inability to expend the Grant funds for the Grant Purposes; or (2) any expenditure of Grant funds for any purpose other than the Grant Purposes; and, (3) any other breach by Grantee of this Agreement.

8. Reasonable Access for Evaluation and Oversight

The Colorado Health Foundation incorporates evaluation into its charitable grant-making so that it and the Grantee can understand the impact of the Grant and how to improve the impact of the charitable grant-making moving forward, and for the benefit of other Grantees and for the State of Colorado. As a condition to the receipt of this Grant, Grantee agrees to comply with and to participate in any requests from The Colorado Health Foundation to conduct an evaluation of the effectiveness of this grant (the “Evaluation”) either individually with the Grantee or with multiple grantees as part of a broader strategy of The Colorado Health Foundation, including but not limited to follow-up reporting and/or additional activities above and beyond those listed in the Payment and Requirements section of this Agreement.

Grantee will permit The Colorado Health Foundation and its representatives, at its request, to have reasonable access during regular business hours to its files, records, accounts, personnel and clients, or other beneficiaries for the purpose of making such financial audits, verifications, or program evaluations as The Colorado Health



Foundation deems necessary or appropriate concerning the Grant and to discuss Grantee's programs, procedures and operations with Grantee's personnel.

9. Research Involving Human Subjects:

If the Grant is to be used in whole or in part for research involving human subjects, Grantee hereby certifies that Grantee, applying the ethical standards and the criteria for approval of grants set forth in its Internal Review Boards and professional oaths, has determined that the human subjects involved in this Grant will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.

10. Publicity:

The Colorado Health Foundation encourages Grantee to publicize information concerning the Grant in the Grantee's newsletters, annual reports, press releases, website, social media and other relevant media. If the Grantee has received these funds for "General Operating Support," The Colorado Health Foundation expects to be acknowledged as a sponsor for major events by the inclusion of The Colorado Health Foundation's logo in the event promotional materials and print collateral. For more information and resources regarding the publicity of your grant, please visit www.coloradohealth.org/communicating-about-your-grant.

Without further notice to or consent from Grantee, The Colorado Health Foundation may include information regarding this Agreement and/or Grant, the amount and purpose of the Grant and photographs, logo or trademark, and other published/printed information or materials (provided by Grantee) and its activities, on The Colorado Health Foundation's communications channels, such as blog posts, newsletters, press releases, website and social media.

11. Colorado Charitable Solicitations Act

Grantee represents that it is aware of and in compliance with the Colorado Charitable Solicitations Act governing fundraising in Colorado.

12. Right to Modify or Revoke

The Colorado Health Foundation reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant funds if, in The Colorado Health Foundation's sole judgment, such action is necessary or prudent: (1) because the Grantee has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives of this Agreement or any other charitable interest of The Colorado Health Foundation; or (3) to comply with the requirements of any law or regulation applicable to Grantee, The Colorado Health Foundation, or this Grant.

13. Termination

The Colorado Health Foundation's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Grantee.

In addition to its right of revocation under Paragraph 12 above, The Colorado Health Foundation may terminate this Agreement at any time by giving Grantee at least 30 days of written notice. Upon termination of this agreement for any reason, all payments by The Colorado Health Foundation to Grantee shall cease at such time as may be determined by The Colorado Health Foundation.

Termination or revocation of this Agreement by The Colorado Health Foundation will not terminate Grantee's obligations under this Agreement with respect to Grant funds expended or otherwise not returned to The Colorado Health Foundation. Grantee's obligations under Paragraphs 6, 8, 10 and 16 shall also survive termination of this Agreement.

14. Special Conditions and Reporting

Grantee will submit reports to The Colorado Health Foundation according to the reporting schedule set forth on page one of this Agreement.

The Colorado Health Foundation requires grantees to share any public opinion research conducted with foundation funds. Public opinion research includes both qualitative and quantitative methods to learn about the thoughts, perceptions, or beliefs of the general public, including but not limited to focus groups, ethnography, online surveys, and telephone polling. Grantees should plan to share the results of this research, including findings and reports, with the foundation. The Colorado Health Foundation will not share the research without permission from the grantee.

15. Amendment

This Agreement may be amended, supplemented or extended only by written communication signed by The Colorado Health Foundation.

16. No Partnership Agency or Third Party Beneficiaries

Nothing contained in this Agreement shall create or be deemed to create a partnership or agency between The Colorado Health Foundation and Grantee and nothing contained in this Agreement shall be deemed to give rise to any rights or benefits to third parties not a party to this Agreement.

17. Intellectual Property

(a) Grantee represents and warrants that it owns or has the right to use all intellectual property that will be employed by Grantee or its agents in the performance of this Agreement, including without limitation, Grantee's obligations under subsection (c) below.

(b) All works and matters created or discovered through the performance of this Agreement, including but not limited to, implementation methodologies, best



practices guides and training curricula (the "Work"), are owned by the Grantee provided, however, that the Work may be used by Grantee only in furtherance of charitable purposes (i.e., activities recognized by the IRS as charitable and not resulting in "unrelated business taxable income" as defined in Section 512 of the Code), unless otherwise agreed in writing by The Colorado Health Foundation.

(c) Grantee hereby grants to The Colorado Health Foundation a nonexclusive, irrevocable, perpetual, worldwide, fully transferable, royalty-free license to (i) the Work, to make, use, sell, license to others, reproduce, create derivative works of, publish, republish, distribute, perform and display the Work in any current or future form and for any purpose in furtherance of charitable purposes, and (ii) any other intellectual property incorporated into or used in connection with the Work to the extent reasonably necessary to enable The Colorado Health Foundation to use and practice the licensed Work. The license herein granted to The Colorado Health Foundation shall vest without any further action on the part of Grantee. Without the prior written consent of The Colorado Health Foundation, Grantee will not enter into any agreement with a third party that would restrict Grantee's ability to perform its obligations under this subsection (c).

18. Release

Nothing contained herein, including the required reporting and review procedures, shall be construed as a warranty, representation, or approval by The Colorado Health Foundation that the services rendered by Grantee are adequately or properly rendered on either an individual or program-wide basis. Grantee shall have sole responsibility for all damages, costs, fines, attorneys' fees, or liabilities of any kind or nature arising from any claims, demands or suits resulting from the Grantee's performance or failure to perform under this Agreement.

19. Controlling Document

The terms and conditions of this Agreement shall be the controlling document between The Colorado Health Foundation and Grantee. All verbal communication, notes, minutes or other documentation of The Colorado Health Foundation shall be deemed merged into this Agreement. In making this Grant, The Colorado Health Foundation has relied on the information and representations submitted to The Colorado Health Foundation by Grantee and Grantee represents that all such information and representations are true and complete.

20. Future Funding

Grantee acknowledges that, except as expressly provided in this Agreement, The Colorado Health Foundation has no obligation to Grantee with respect to any additional or future funding.

21. Counterparts; Electronic Signature

This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement. The counterparts of this Agreement may be executed and delivered by facsimile, email, other means of electronic transmission, or other electronic signature and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

[Signature Page Follows]

Erin Brown
Vice President, Community Investment and Impact
The Colorado Health Foundation

Date

The undersigned certify that they are duly authorized officers of Grantee and, as such, are authorized to accept this contract on behalf of Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Grantee all agreements, representations, receipts, reports, and other instruments of every kind.

ACCEPTED AND AGREED TO:

CEO/Executive Director of (typed/printed name)

CEO/Executive Director (signature)

Date



SUBJECT FOR DISCUSSION

Approving a Resolution Accepting a Preliminary Plat and PUD Plan, Known as the Murata Farms Preliminary Plat and PUD Plan, Filing No. 3.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Greg DiDonna of Viva Land Ventures, LP (Owner) and Karen Henry of Henry Design Group (Representative) have applied for approval of a Preliminary Plat and PUD Plan, known as the Murata Farms Preliminary Plat and PUD Plan, Filing No. 3 for City Council's consideration. A public hearing with for this application was held before the Planning Commission on May 9, 2024, and Planning Commission recommended approval to City Council of the Preliminary Plat and PUD Plan.

The site that is the subject of this Preliminary Plat and PUD Plan is located south and adjacent to Highway 52 and approximately 1,430 feet west of County Road 29 ½. The proposed Preliminary Plat and PUD Plan is for a residential subdivision that will include 50 paired home residential lots. The development includes infrastructure, landscaping, green courts, and trail connections. The subdivision is 6.845 acres, more or less.

The property is a part of the overall Murata Farms PUD Plan and is zoned PUD accordingly. Filing No. 1 of the Murata Farms Final Plat and PUD Plan was approved in 2021 with a prior sketch plat plan pursuant to the Municipal Code. Filing No. 1 platted this property as a tract for future residential development, with PUD development standards to be provided at time of future development. Standards specific to this filing are proposed with this Preliminary Plat and PUD Plan.

FINANCIAL CONSIDERATIONS

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

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

The City Council has the following four alternatives:

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

STAFF RECOMMENDATIONS

Staff and Planning Commission per Resolution P2024-005 recommends conditional approval of Murata Farms Preliminary Plat and PUD Plan, Filing No. 3. Conditions are outlined in the proposed resolution.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Attachments:

- a. Proposed Resolution
- b. Planning Commission Resolution P2024-005
- c. Planning Commission Minutes
- d. Staff Report
- e. Land Use Application
- f. Project Narrative
- g. Site Plan
- h. Preliminary Plat and PUD Plan
- i. Legal Notifications

RESOLUTION NO. 2024Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE MURATA FARMS PRELIMINARY PLAT AND PUD PLAN, FILING NO. 3, FOR A RESIDENTIAL SUBDIVISION, ON A PROPERTY LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on May 9, 2024, for the purpose of reviewing the application from Greg DiDonna of Viva Land Ventures, LP (Owner) and Karen Henry of Henry Design Group (Representative) for a Preliminary Plat and PUD Plan of a residential subdivision; and

WHEREAS, after review of the application and supporting information, and consideration of Staff comments, Applicant's presentation, and any public input, the Planning Commission recommended approval, with conditions, of the Preliminary Plat and PUD plan; and

WHEREAS, the City Council held a public hearing to consider and review the request for a Preliminary Plat and PUD plan; and

WHEREAS, after review of the application and supporting information, the City Council finds that the Preliminary Plat and PUD Plan 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 both the Fort Lupton Press, mailing of public hearing notices to adjacent property owners within 300 feet, and posting of the hearing on the site;

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council reviewed the plans and supporting documentation, referral comments, as well as any citizen input in response to this application. Based upon the review of applicable policies and goals in the Fort Lupton Comprehensive Plan, review of the Zoning Regulations, and analysis of referral comments and the facts presented on this date, the City Council hereby approves the Murata Farms Preliminary Plat and PUD Plan, Filing No. 3, with the following conditions:

1. Prior to finalizing the Preliminary Plat and PUD Plan:
 - A. All redline comments provided by City staff shall be made to the Preliminary Plat and PUD Plan, including updated all drawings with the updated Highway 52-Gerry Ave access and ROW and adding signature blocks to finalized Preliminary Plat and PUD Plan.
2. As part of the of the Final Plat and PUD Plan application:

- A. The Applicant shall finalize a Subdivision Improvements Agreement.
- B. The Applicant shall address comments from Public Works.
- C. Discuss lighting and fencing along Highway 52 pedestrian trail and lighting internal to Filing 3 with staff.
- D. Discuss easement connections with staff.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS
21st DAY OF MAY, 2024.**

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

RESOLUTION NO. P2024-005

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL THE APPROVAL OF THE MURATA FARMS PRELIMINARY PLAT AND PUD PLAN, FILING NO. 3, FOR A RESIDENTIAL SUBDIVISION WITH SINGLE-FAMILY DUPLEX HOMES LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

WHEREAS, the Planning Commission held a public hearing on May 9, 2024, for the purpose of reviewing an application submitted by Eric Eckberg and Karen Henry ("Applicants") for a preliminary plat and PUD plan of a residential subdivision consisting of 50 single-family duplex lots known as the Murata Farms Preliminary Plat and PUD Plan, Filing No. 3; and

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

WHEREAS, all legal notification requirements have been met, including publication of the legal notice in the Fort Lupton Press, mailing of public hearing notices to adjacent property owners within 300 feet, and posting notice of the public hearings on the property at least fifteen (15) days before the hearing date; and

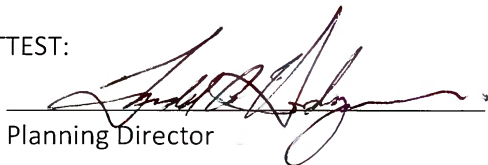
NOW THEREFORE BE IT RESOLVED, the Planning Commission has taken into consideration all referral comments and any citizen testimony in response to this application. Based upon the facts presented on this date, the Planning Commission hereby recommends approval of the Murata Farms Preliminary Plat and PUD Plan, Filing No. 3, conditional upon the following:

1. Prior to finalizing the Preliminary Plat and PUD Plan:
 - A. All redline comments provided by City staff shall be made to the Preliminary Plat and PUD Plan, including updated all drawings with the updated Highway 52- Gerry Ave access and ROW and adding signature blocks to finalized Preliminary Plat and PUD Plan.
2. As part of the of the Final Plat and PUD Plan application:
 - A. The Applicant shall finalize a Subdivision Improvements Agreement.
 - B. The Applicant shall address comments from Public Works.
 - C. Discuss lighting and fencing along Highway 52 pedestrian trail and lighting internal to Filing 3 with staff.
 - D. Discuss easement connections with staff.

DONE THIS 9TH DAY OF MAY, 2024, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.


Chairman

ATTEST:


Planning Director

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
May 09, 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, May 09, 2024.

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

ROLL CALL

Commissioners Present: Chair Mike Simone, Members Kathy Kvasnicka, Shannon Rhoda, and Paul Witmer.

City Staff Present: Planning Director, Todd Hodges, Planner Sean McDermott, Planner Magaly Morales, and Planning Administrative Assistant Beyza Kirmizi.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Commissioner Rhoda moved to approve the consent agenda, Commissioner Witmer seconded.

PUBLIC COMMENT

There were no public comments.

ACTION ITEMS

P2024-005 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON APPROVING THE MURATA FARMS PRELIMINARY PLAT AND PUD PLAN, FILING NO. 3, FOR RESIDENTIAL SUBDIVISION WITH SINGLE-FAMILY DUPLEX HOMES

Planner Sean McDermott presented the application submitted by Henry Design Group, Inc. The application is being represented by Tim Buschar with Cola ,LLC. The site consists of land located south and adjacent to Highway 52, approximately 1,430 feet west of County Road 29 ½. The property's current use is Vacant/Agriculture land and is zoned PUD. The applicant is proposing a residential subdivision that will provide 50 paired home duplex units and requests approval of a Preliminary Plat and PUD Plan for Filing No. 3 of the Murata Farms PUD. Mr. McDermott stated that this application is reviewed in the same manner as the rest of the Murata Farms PUD, which follows the old code for major subdivisions under Section 17-22(a)(1-4) of the Subdivision Regulations. Mr. McDermott went over the site plan application process and mentioned all notifications were met. Additionally, the section that applies to this application is Section 16-45, PUD Planned Unit Development District. He continued to explain that staff believes this residential development meets the intent of PUD zoning regulations and provides a variety of residential types that offer unique and innovative design standards with the intent to increase livability, green space and usability

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
May 09, 2024

of the subdivision. The Future Land Use map designates the area as single-family attached housing units, therefore, the use aligns with Fort Lupton's Comprehensive Plan. Staff recommends conditional approval of the application. The recommended conditions include a few remaining items to be addresses as the project moves forward.

Representing Henry Design Group and Viva Land Ventures, Tim Buschar with Cola LLC was in attendance to give a presentation. Mr. Buschar went over the overall Site Plan and explained the existing conditions on the Murata Farms Filing No. 1 and Filing No. 2. The proposed Preliminary plat and PUD plan, Filing No. 3 includes 25 buildings resulting in 50 duplex units that are planned to be alley loaded homes. They will provide four parking spaces for each home with two parking spaces in the garage and two parking spaces in their driveway. Additional parking arrangements will also be provided. Mr. Buschar continued to explain that there will be two different building types with a total of four different units. The smaller paired home, consisting of unit 1 and unit 2, will offer a bigger front yard. He stated that there will be a 30' easement between Highway 52 and the property line and mentioned the design improvements to Gerry Avenue in order to allow a full movement turn. He proceeded to present the three different elevation types: Craftsman, Farmhouse and Modern.

Chair Simone opened up for public comments at 6:13pm.

There were no public comments.

Chair Simone closes public comment at 6:13pm.

Chair Simone opened up for commissioner comments at 6:14pm.

Commissioners discussed:

- Parking Spaces
- Layout of the Site Plan.
- Definition of the unique design the duplex homes offer.
- Affordable prices.
- Highway 52 trail.
- Potential traffic lights.

AMENDMENT:

Change of wording in Resolution P2024-005 from "APPROVING THE MURATA FARMS" to "RECOMMENDING TO CITY COUNCIL THE APPROVAL OF THE MURATA FARMS".

After discussion and amendment, commissioner Rhoda moved to approve P2024-005 as amended (A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of the

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
May 09, 2024

Murata Farms Preliminary Plat and PUD Plan, Filing No.3, for a Residential Subdivision with Single Family Duplex Homes), Commissioner Witmer seconded the motion.

Motion passed unanimously on roll call votes.

P2024-006 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF A CHANGE OF ZONE KNOWN AS THE 100-114 MCKINLEY AVE CHANGE OF ZONE

Planner Sean McDermott presented the application submitted by Richard Ooi. The property is located north and adjacent to Highway 52 and east and adjacent to McKinley Ave with a vacant Baptist church and parsonage being its existing use. The property is currently one legal parcel, comprising of four lots and is split-zoned, with Lots 15-17 zoned 'C-1' Neighborhood Commercial Zone District and Lot 18 zoned 'R-1A' Single- and Two-Family Residential Zone District. The Applicant has submitted a Change of Zone request to change Lots 15-17 from 'C-1' to 'R-1A' to match the rest of the parcel. A concurrent application is being reviewed administratively for a lot line adjustment to consolidate the four lots (1 legal parcel) into two separate legal lots/parcels that separate the two buildings on the property into separate lots. The property is approximately 0.336 acres and the Change of Zone area is approximately 0.257 acres. Mr. McDermott continued to explain that the purpose of the Change of Zone is to remodel the old church into a single-family residence and separate the parsonage into a separate parcel as a stand-alone single-family residence. He briefly summarized previous applications regarding this property and stated that a change of zone is processed under Chapter 16 Section 2.03 of the Fort Lupton Municipal Code. All Notification requirements have been met. The Comprehensive Plan designates the property as Single-Family residential and highlights the importance of landscaping, regular maintenance and other improvements to establish a positive atmosphere in Fort Lupton. The proposal and goals of the application align with the Comp Plan.

Richard Ooi, owner of the property, was in attendance but had no additional comments following Mr. McDermott's presentation.

Chair Simone opened up for public comments at 6:29pm.

There were no public comments.

Chair Simone closes public comment at 6:29pm.

Chair Simone opened up for commissioner comments at 6:14pm.

Commissioners discussed:

- Preservation of the building.
- Screening of the property.
- Structure of the buildings.
- Square footage of church.
- Occupancy of the building.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
May 09, 2024**

- Length of the project.

Commissioner Witmer moved to approve P2024-006 (A Resolution of the Planning Commission of Fort Lupton Recommending to City Council the Approval of a Change of Zone Known as the 100-114 McKinley Ave Change of Zone), commissioner Kvasnicka seconded it.

Motion passed unanimously on a roll call vote.

FUTURE BUSINESS

The next Planning Commission meeting is scheduled for May 23, 2024.

ADJOURNMENT

Chair Simone moved to adjourn the meeting at 6:36 PM.

Submitted by

Beyza Kirmizi
Planning Administrative Assistant

Approved by Planning Commission

Mike Simone
Chair



**MURATA FARMS PRELIMINARY PLAT AND PUD PLAN, FILING NO. 3
PPL2023-006**

PROJECT DESCRIPTION

Project No.: PPL2023-006

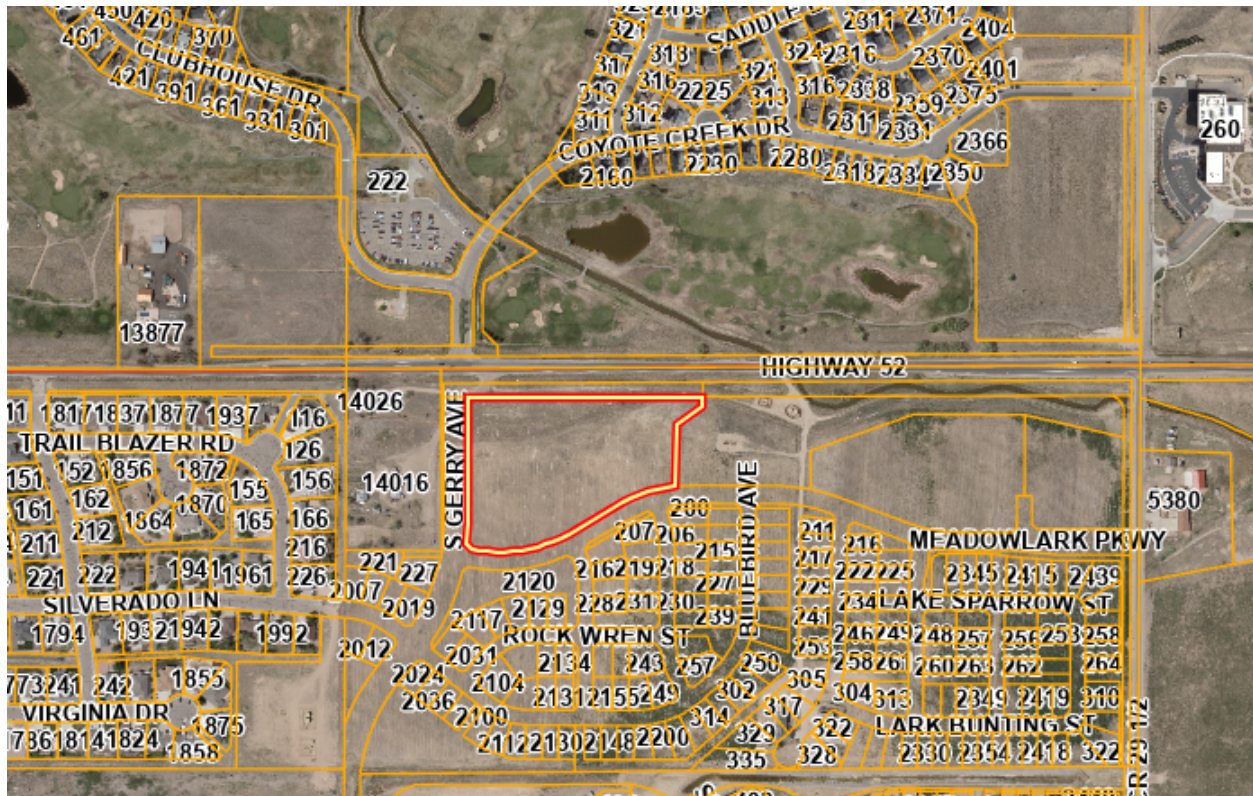
Project Name: Murata Farms Preliminary Plat and PUD Plan, Filing No. 3

Owner's Name: Greg DiDonna, Viva Land Ventures, LP

Representative's Name: Karen Henry, Henry Design Group, Inc. ("Applicant")

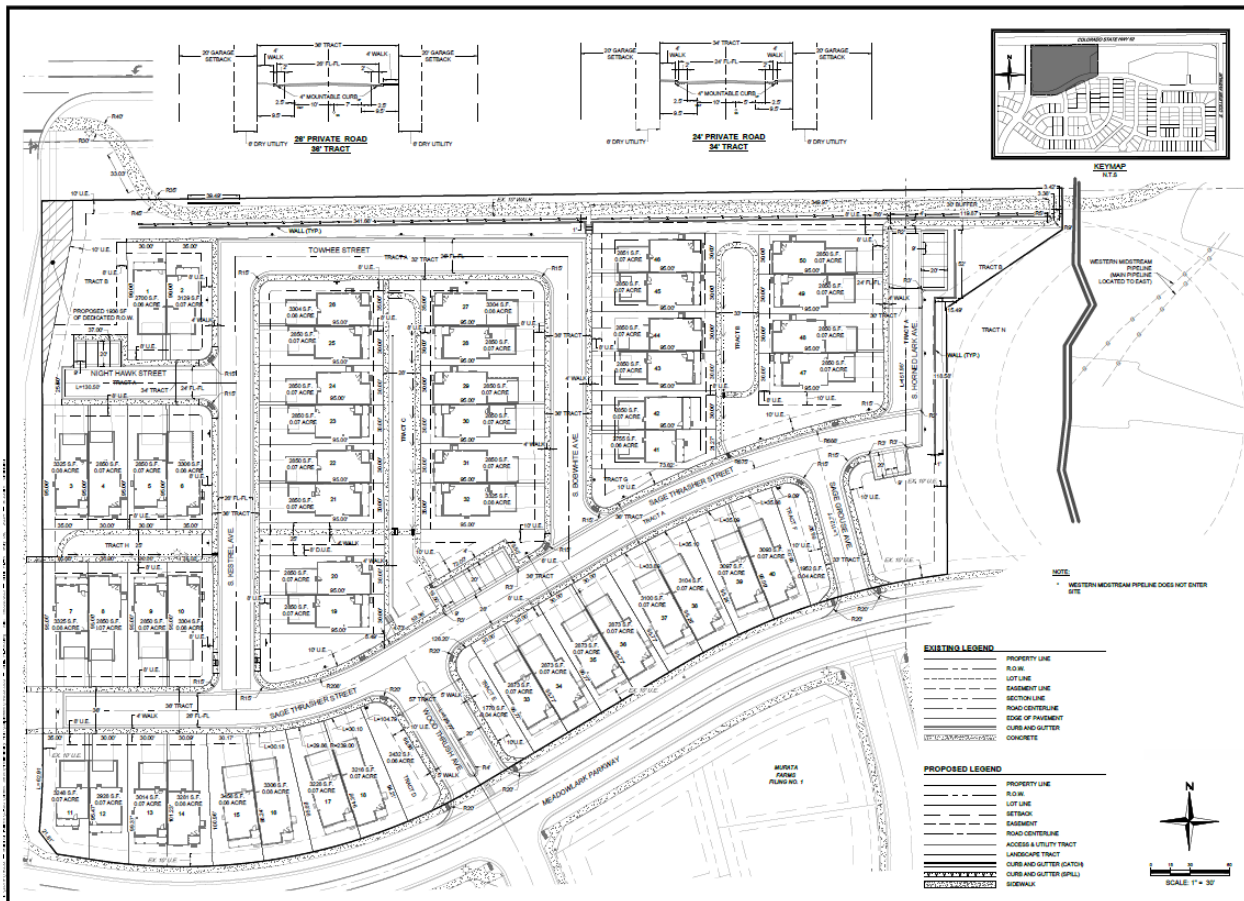
Location of Request:

The site consists of land located south and adjacent to Highway 52 and approximately 1,430 feet west to County Road 29 ½ (the "Property"). The Property is located in the Northwest quarter of the Southwest quarter of Section 4, Township 1 North, Range 66 West of the 6th Principal Meridian, City of Fort Lupton, County of Weld, State of Colorado.



Fort Lupton

COLORADO



Nature of Request:

The Applicant has submitted a request for a Preliminary Plat and PUD Plan for a residential subdivision that will have 50 paired home residential units. The development will include infrastructure, landscaping, green courts, and trail connections. Filing No. 3 is a proposal to build out Lot 3, Block 14 of the Murata Farms Filing No. 1 Final Plat and PUD Plan recorded in 2021.

Site Size: 6.845 acres, more or less.

Zone District: PUD Planned Unit Development.

Proposed Use: A residential subdivision that will provide 50 duplex residential units.

Existing Use: Vacant/Agricultural

Hearing Dates: Planning Commission – May 9, 2024 at 6:00 PM; and
City Council – May 21, 2024 at 6:00 PM.

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

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

SUMMARY OF PREVIOUS APPLICATIONS

Filing No. 1 of the Murata Farms Final Plat and PUD Plan was composed of traditional, single-family detached lots. Filing No. 1 received approval on November 16, 2021 (2021R070). Lot 3 of Block 14 was platted within Filing No. 1 and will be subdivided with Filing No. 3.

The Coronado West, LLC Subdivision Improvements Agreement for the Murata Farms development was approved by City Council on February 1, 2022 (Resolution No. 2022R017). A Subdivision Improvements Agreement for this Filing No. 3 will be required with the Final Plat and PUD Plan.

On April 21, 2020, the Fort Lupton City Council approved the Murata Farms Sketch Plat and PUD Plan (Resolution No. 2020R046). On July 6, 2021, the Preliminary Plat and Preliminary PUD Plan for the overall Murata Farms development was approved (Resolution No. 2021R041) and on November 16, 2021, the corresponding Final Plat and PUD Plan was approved.

APPLICATION PROCESS

The Applicant is requesting approval of a Preliminary Plat and PUD Plan for Filing No. 3 of the Murata Farms PUD. Preliminary Plat and PUD development plan applications for this parcel are being reviewed in the same manner as the rest of the Murata Farms PUD, as set forth in the old Code for major subdivisions under Section 17-22(a)(1-4) of the Subdivision Regulations.

Under the Fort Lupton Municipal Code, after required public notice of the Preliminary Plat and PUD Plan, the Planning Commission shall consider the application, referral comments, and any public testimony at a public hearing and make a recommendation to City Council to approve, approve with conditions, or deny the preliminary plat. The Planning Commission's comments shall be based on the evidence presented, conformance with the Comprehensive Plan and compliance with the City's standards, regulations and policies.

The City Council shall then conduct a public hearing and evaluate the Preliminary Plat and PUD Plan, referral agency comments, Planning Commission recommendation and any public testimony, and shall approve, conditionally approve, continue for additional information or for further study, or deny the application. Decisions shall be based upon the evidence presented and compliance with the City's standards, regulations, policies, and other guidelines.

NOTIFICATION REQUIREMENTS

The Fort Lupton Development Code requires published notice of the hearings at least fifteen (15) days prior to the hearings. The Planning Commission and City Council hearings were published in the Fort Lupton Press on April 18, 2024.

Notice of the public hearings were posted on the Property pursuant to the Zoning Regulations at least fifteen (15) days prior to the hearings.

Notice was mailed to neighbors within three-hundred (300) feet of the Property on April 23, 2024.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

Section 16-45 – PUD Planned Unit Development District

- a) The Planned Unit Development (PUD) Provisions contained herein are intended to provide for the planning and development of substantial tracts of land, suitable in location and character for the uses proposed, as unified and integrated entities in accordance with detailed development plans.

The proposed project is for a 6.845-acre subdivision that includes attached paired home residential lots. Staff believes that this residential development meets the intent of the PUD zoning regulations, as detailed in the enclosed submittal materials, as well as below.

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

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

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

A Preliminary PUD plan has been submitted for the proposed development, and is laid out in the Preliminary Plat and PUD Plan maps and related submittal documents included with this Planning Commission packet. Staff worked with the applicant to ensure standards are applicable, clear, and specific to this Filing 3.

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

These requirements have been met. The City has a general land use application, which includes the submittal for a Preliminary PUD plan and Preliminary Plat application. The Murata Farms Sketch Plat and PUD Plan was approved by City Council in April 2020.

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

The applicant will work with the City to finalize the Subdivision Improvement Agreement at the Final Plat stage. Private utilities and roads will be maintained by the Murata Farms Metro District.

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

Filing No. 3 is 6.845 acres, but the overall Murata Farms PUD Plan is 72.71 acres, more or less, and therefore meets this requirement. The Murata Farms PUD Plan for Filing No. 1 states that PUD standards for Filing No. 3 are to be determined at time of platting of Filing No. 3.

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

The Preliminary Plat and PUD Plan will be presented before City Council for approval on May 9, 2024. The zoning to PUD was by ordinance.

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

- (1) To permit and encourage innovative design and high quality, master-planned urban developments on large parcels of land.
- (2) To permit greater flexibility in the application of zoning and development standards and greater freedom in providing a mix of land uses in the development of a balanced community.
- (3) To preserve critical environmental resources, provide above-average open space and recreational amenities, include exceptional design and provide greater efficiency in the layout and provision of roads, utilities and other infrastructure.
- (4) To provide flexibility in land planning and development, resulting in amenable relationships between buildings and ancillary uses, and permitting more intensive use of land where well-related open space and recreational facilities are integrated into overall design.
- (5) To encourage unity and diversity in land development, resulting in convenient and harmonious groupings of uses, structures and common facilities, varied type design and layout of housing and other buildings and appropriate relationships of open spaces to intended uses and structures.
- (6) To encourage unified and planned development of a site, with or without customary subdivision into single lots, and without specific application of the district regulations as provided for individual lots, subject to the regulations set forth herein.
- (7) To provide for and encourage the preservation and enhancement of desirable natural landscape and other features unique to a development site.
- (8) To provide reasonable standards and criteria by which the specific proposals for a PUD can be evaluated.

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

With respect to Section 16-45(d)(1)-(9) above, staff finds that the proposed Preliminary Plat and PUD Plan substantively meets the intent of this subsection. The development will provide a variety of residential types, thus providing a higher diversity of housing within the City for a variety of demographics. The Murata Farms development has indicated within the Preliminary Plat and PUD Plan that they will include trails to connect to the larger trail system of the City's Proposed Trails Map. This Filing No. 3 application includes a unique and innovative design intended to increase livability, green space, and usability of the subdivision. Thus, Staff believes that this residential development meets the intent of the PUD Zone District.

c) General location and planning requirements.

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

This filing will have access off of Meadowlark Parkway and Gerry Avenue, which itself will be built out as part of the Subdivision Improvements Agreements for the Murata Farms developments, and connects to County Road 29 ½ and Highway 52. Several interior streets will also be constructed to circulate traffic within the subdivision.

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

Utilities are located near the Property, and the location is able to be served. Additional information on this is included in the submittal documents received from the Applicant. Staff finds that the development meets the identified objective.

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

The Future Land Use Map targets this area for single-family attached housing units. This designation allows for single family attached homes in formal, planned developments. This can consist of a variety of development types, including higher density homes within the City's urban core, and planned subdivisions within the residential growth areas. The proposed subdivision complies with this land use designation.

In addition, the project is located near already developed portions of the City including the Coyote Creek Golf Course, Twombly Elementary, the new public library, and is a short walk from the Fort Lupton Recreation Center. Neighboring residential within the City is located in adjacent areas. Proximity to current development contributes to the convenience of future residents.

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

The project is not located within a floodplain. The Applicant is working with the City Engineer on drainage for the site and a preliminary drainage report was submitted with the submittal materials. Staff finds that the development meets this objective.

- e) Site planning; external relationships.

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

A traffic conformance analysis was submitted with the application materials for review by the City Engineer and all referrals. The City Engineer is working with the application on a subdivision improvements agreement, which will address any infrastructure needed to mitigate traffic impacts. Staff finds that the development meets this objective.

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

The proposed residential uses are compatible to adjacent uses and the initial platting of the Murata Farms development includes a buffer distance from Highway 52. Staff is working with the applicant to address potential buffer needs between Filing No. 3 and Highway 52, including plans for the Highway 52 trail, fencing, and lighting. If needed, these changes can be made at the Final Plat and PUD Plan or SIA for this filing.

- f) Modifications of subdivision regulations.

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

The Applicant is working with the City Engineer to finalize a subdivision improvements agreement (SIA) prior to construction. This agreement will go before City Council for approval. In addition, the Property is located within a metro district, which will assist with the development of these improvements.

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

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

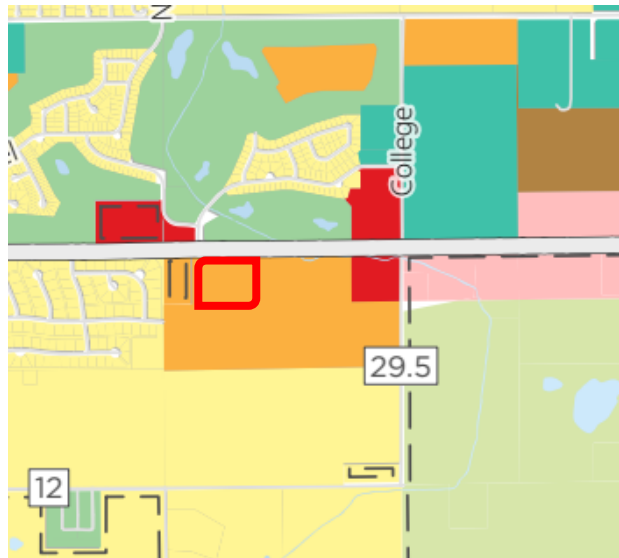
- g) Oil and gas well considerations, restrictions, and setback requirements.

There are no known Plugged and Abandoned wells or setbacks within Filing No. 3. Nearby setbacks and pipeline locations are shown on plans.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Future Land Use Map designates this area for Single- Family Attached housing. This designation allows for single family attached homes in formal, planned developments. These provide higher density and more affordable housing options to complement traditional single family detached neighborhoods. Opportunities for new single family attached will help increase housing diversity and attract a wide range of potential residents.

Filing No. 3 of the Murata Farms Plat and PUD Plan addresses this future land use designation and meets the goals of Fort Lupton's Comprehensive Plan by proposing a paired home housing type that compliments existing single-family in the city. The green court design also creates a unique variety in housing development in the City and within the larger Murata Farms PUD, which will provide housing diversity, trails, open space, and a commercial piece. A Final Plat and PUD Plan for Filing No. 3 will be submitted for review at a later date.



REFERRALS

Referrals were provided to the list below. Any comments received are included for review at the link below.

Building/Grounds Manager	City Attorney	Police Chief
Public Works Director	Building Inspector	Recreation Manager
Golf Course Manager	OMI	GIS Specialist
Weld County Public Works	Fort Lupton Fire Protection District	CDOT
Weld County School District RE-8	Weld County GIS	NCWCD
Fulton Ditch Company	Weld County Department of Planning	United Power
Comcast	CenturyLink	Xcel Energy
Postmaster	Economic Development Manager	Development Review Engineer
Colorado Parks and Wildlife	Weld County Department of Health & Environment	Western Midstream
State Geologist		

STAFF RECOMMENDATION

Staff recommends conditional approval of the Murata Farms Preliminary Plat and PUD Plan. The applicant has done an excellent job of addressing staff's comments to date to further the standards and objectives outlined in the City's codes and plans. The recommended conditions include a few remaining items to be addressed as the project moves forward. Conditions are listed under the proposed Resolution included with the City Council packet.

Additional documents may be available for review at:

<https://www.fortluptonco.gov/DocumentCenter/Index/810>



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortlupton.org

Project No. _____

Land Use Application Form

A. CONTACT INFORMATION

- 1) Property Owner Name: Greg DiDonna
 Company: Viva Land Ventures, LP
 Phone: (915) 490-8003 Email: greg@vovacf.net
 Address: 11427 Rojas Drive, El Paso, Texas 79936
 Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐
- 2) Representative Name: Karen Henry
 Company: Henry Design Group, Inc.
 Phone: 303-446-2368 Email: khenry@henrydesigngroup.com
 Address: 1501 Wazee Street, Suite 1-C, Denver, CO 80202
 Preferred method of contact? Email: ☒ Phone: ☒ Mail: ☐
- 3) Billing Contact (where invoices should be directed to): Tim Buschar
 Billing Company: COLA, LLC
 Phone: 719-306-2976 Email: tbuschar@aspenviewhomes.net
 Address: 555 Middle Creek Parkway, Suite 500, Colorado Springs, CO 80

B. SITE DESCRIPTION

Site Address: _____
 Parcel Number: 147104328003
 Existing Zone Classification: PUD Proposed Zone Classification: PUD
 Water Type: Municipal Name: Fort Lupton
 Sewage Type: Municipal District Name or Location Hauled to: _____

C. APPLICATION TYPE (CHECK ALL THAT APPLY)

- | | | |
|--|--|--|
| ☐ Sketch Plat | ☐ Administrative Site Plan | ☒ PUD Plan (Preliminary & Final) |
| ☒ Preliminary Plat | ☐ Special Use Permit | ☐ Variance |
| ☐ Final Plat | ☐ Oil & Gas Permit | ☐ Administrative Variance |
| ☐ Minor Subdivision | ☐ Annexation & Initial Zone | ☐ Appeal |
| ☐ Amended Plat | ☐ Change of Zone | ☐ Other: _____ |
| ☐ Site Plan | ☐ Comp Plan Amendment | |

Project No. _____

D. PROJECT DESCRIPTION

Project Name: Murata Farms Duplex Homes

Please provide a short description of the proposed project in the space provided below:

This application is for the duplex home parcel within the Murata Farms PUD. The proposed duplex site is 6.8-acres and is proposed on Block 14 - Lot 3 of the Murata Farms Filing # 1 final plat, the total lot count is 50 fee-simple lots proposed at 30' x 95'. The proposed size of the homes range from 1,600 - 2,100 square feet. Each of the paired home units include a 2-car attached garage loading from the alley and a full depth two car driveway for a total of 4-spaced per home. Common landscaped open space is provided throughout the neighborhood.

E. REQUIRED DOCUMENTS

For an application to be considered complete, and for planning staff to begin review and schedule any applicable public hearings, this Land Use Application Form must be fully completed and all required attachments included. Planning staff will review the application for completeness and will provide notice to the representative and/or owner whether the application has been deemed complete.

F. CERTIFICATIONS

Representative Certification

By signing this application, I attest that I am acting with the knowledge and consent of all owners of the property that is the subject of this application, and that I have been designated to act as the representative for the project described in this land use application. I further certify that all information submitted with this application is true and accurate to the best of my knowledge.

Representative: Karen Henry Date: 8/14/23

Owner Certification

I hereby certify that I am the legal owner of record of the property that is the subject of this application. I hereby authorize the representative listed on this application, if any, to communicate directly with City officials and to submit documentation and information regarding this application on my behalf.

Owner: [Signature] Date: 5/16/24

For Office Use Only

Received Date: _____

If the application is not complete, state reasons why it is incomplete:

Deemed Complete Date: _____

Fees Submitted: _____ Escrow Submitted: _____

Instructions for Submitting the Land Use Application Form

DEFINITIONS

Words in the singular include the plural and words in the plural include the singular.

Application refers to the official submittal to the City of Fort Lupton's Planning Department for review of the proposed land use development identified in the land use application form. The application includes the form, all materials submitted for review of the project, including those documents required under the Land Use Regulations of the Municipal Code, and any additional information provided.

Project refers to the land use development identified on the land use application form and application materials.

Property refers to the land that is being proposed for development as described in the land use application form and application materials.

A. CONTACT INFORMATION

- 1) Provide contact information for all owners of any property that is the subject of the application. If the contact information for all property owners will not fit on the space provided, submit a separate sheet for the additional owners.
- 2) Provide contact information for all persons, firms or businesses that are authorized by the owners identified in Section A(1) to work on the land use application, including, but not limited to, discussing the project, submitting application materials, and attending meeting and hearings. If the contact information for all representatives will not fit on the space provided, submit a separate sheet for the additional representatives.
- 3) Provide contact and mailing information for the person that should receive all invoices for the project. If this person changes at any time, contact the Planning Department immediately to update this information.

B. SITE DESCRIPTION

Provide all information requested. Parcel numbers and address information may be found at the Weld County Property Portal at <https://www.co.weld.co.us/maps1/propertyportal/>. Current zoning can be found at <http://www.fortlupton.org/405/Zoning>.

C. APPLICATION TYPE

Select the land use application that is applicable to the project. If there are multiple land use application types being submitted to run concurrently, select all that apply. The land use application types will be identified during the required pre-application meeting. If you have any questions about this, please contact the Planning Department at 303.857.6694 or planningdept@fortlupton.org.

D. PROJECT DESCRIPTION

Please select a project name that will be referenced throughout the project and a description of what the project entails. If you need more space for the project description, please attach a separate sheet.

E. REQUIRED DOCUMENTS

Required documents will be discussed during the pre-application meeting with the Planning Department. If any documents are missing, the acceptance of the application may be delayed until the submittal is complete.

F. CERTIFICATIONS

Representative Certification. Provide the signature of all authorized representatives in this section.

Owner Certification. Provide the signature of all owners of properties included in the application in this section.

For any other questions, please contact the Planning Department at 303.857.6694 or planningdept@fortlupton.org.

Murata Farms - Filing 3 Duplexes

Preliminary Plat - Preliminary PUD Narrative

August 10, 2023

1. Team

Builder/Applicant

Tim Buschar
COLA , LLC
555 Middle Creek Pkwy #500
Colorado Springs, CO 80921
719-306-2976
tbuschar@aspensviewhomes.net

Civil Engineer

Travis Frazier, PE
Redland
1500 West Canal Court
Littleton, CO 80120
720-283-6783 Ext. 126
tfrazier@redland.com

Landscape Architect

Karen Henry, PLA
Henry Design Group, Inc.
1501 Wazee Street, #1-C
Denver, CO
303-446-2368
khenry@henrydesigngroup.com

2. Location and Property Description

Murata Farms is a 72.71-acre property located at the southwest corner of Hwy. 52 and WCR 29-1/2. More particularly described as being in a portion of the North One-Half of the Southwest One-Quarter of Section 4, Township 1 North, Range 66 West of the 6th Principal Meridian, Weld County, Colorado. Filing No. 1, the traditional single-family detached lots, was approved in November of 2021. Lot 3 of Block 14 was platted within Filing No. 1.

Filing No. 3 is the Murata Farms Duplex Plat that will replat Lot ,3 Block 14 into the proposed 50 fee-simple lots on the 6.845 acre site.

3. Adjacent Land Uses

North: Highway 52 & the Coyote Creek residential subdivision & Golf Course
South: Murata Farm Filing No. 1 -Single Family Lots
East: Tract N- Oil and Gas facility and the Murata Farms Filing No. 2 Townhomes
West: S. Gerry Street and two existing residences

4. Site Features

The site was formally gently rolling farm field which has been overlotted graded. A segment of the Fulton Ditch parallels Hwy. 52 in the eastern half of the site. Tract N is an active well with ancillary equipment is located east of the Duplex site.

Soil Type. The NRCS soil survey indicates that the soil on site is primarily sandy loams. The northern region of the property includes Olney Loams with Grades ranging from 1 to 5% with the majority of the site being under 3% for slope. The southeastern corner of the site includes an Otero Sandy loam with typical

grades below 3%. The southwest corner of the site includes Vona Sandy Loams with grades typically below 3%. These soil types are generally rated in Wind Erodibility Group 3 which has a higher susceptibility for wind erosion. Geologic Characteristics. Refer to attached Geotechnical Supplemental report "Preliminary Geotechnical Investigation Murata Southwest of Highway 52 and County Road 29 ½" By CTL Thompson dated September 3, 2021

5. Zoning

The property is zoned Planned Unit Development (PUD) for a mix of neighborhood commercial, office, and residential uses concurrent with the Annexation of the property. The approved Preliminary Plat/PUD indicates the proposed uses satisfying the requirement of the Annexation Agreement thereby allowing for the development of Murata Farms for a mixture of uses including single family detached residential, paired homes, townhomes, parks, trails, open space and commercial and office uses.

6. Proposed Land Uses

Filing No. 3 is proposed for 50 Duplexes with an individual lot for each home. The duplex lots are generally 30-feet wide by 95-feet deep. The duplexes are rear loading from the private drive to a two-car attached garage and each home has a full depth driveway for a total of four (4) parking spaces per home. The duplexes have three bedrooms with main-floor living. The homes range in size from 1,600 square feet to 2,100 square feet. Some of the units also include loft space on the second floor. The homes front on a Green Court, common open space or a public street. Outdoor living will be provided in the private front yards and in the adjacent Green Courts and open space.

The homes are accessed from a 34-foot-wide private drive with sidewalks on both sides. The private drive loops through the site with access points to Meadowlark Parkway in alignment with Wood Thrush Avenue and Sage Grouse Avenue.

7. Compliance with the Ft. Lupton Comprehensive Plan and Plans and Design Standards

The Murata Farms neighborhood as proposed integrates the goals set out in the Town Comprehensive Plan in the following ways:

Growth and Development. The proposed development is designed to provide connections at pre-determined locations to the existing and proposed adjacent neighborhoods. In addition, the layout provides continuous, direct,

convenient, and safe pedestrian trails in open space corridors between the proposed parks, residences, and the neighborhood commercial area.

The site is well situated for both housing and a commercial corner per the Comprehensive Plan. The plan also provides for diversity in housing types for the community. The commercial site is positioned to take advantage of the WCR 29-1/2 frontage and proximity to Aims Community College.

Transportation and Mobility. The Murata Farms neighborhood provides a safe and efficient transportation network that accommodates pedestrians, vehicles, and bicycles. The main entrance is located along Highway 52 at S. Gerry Avenue. This collector street continues south providing future access to the Mountain Sky neighborhood. Local street access is also provided from this collector to Silverado Lane to the West. Secondary access is from WCR 29-1/2 onto Meadowlark Parkway, which meanders through the community in an east/west direction providing a connection to S. Gerry Avenue.

The proposed Murata Farms neighborhood is planned as a pedestrian oriented and walkable community with on-street sidewalks and off-street trail connections throughout the community providing connections to future adjacent neighborhoods and the planned Regional Trail along the Fulton Ditch and connector trail on the south side of Highway 52.

Access to the duplexes will be from a 34-foot-wide private drive with sidewalks on both sides. The private drive loops through the site with access points to Meadowlark Parkway in alignment with Wood Thrush Avenue and Sage Grouse Avenue. No access is proposed from the duplex area to S. Gerry Avenue.

Parks, Open Space and Environmental Features. The proposed parks, open space and trails within the development will provide high quality recreational opportunities for neighborhood residents and create connections to future neighborhoods and uses beyond the project boundaries. The parks proposed within the Murata Farms neighborhood are available to all residents for both passive and active recreational opportunities.

The proposed overall Murata Farms neighborhood, which includes the duplex area, complies with the Parks and Trails Master Plan, as follows:

- a. A portion of the Fulton Ditch Trail will be constructed providing for a connection to the proposed Trailhead at the corner of County Road 29-1/2 and HWY 52.
- b. Connector Trails will be provided along Hwy. 52 and County Road 29-1/2 providing for connections to the Trailhead, the

- Fulton Ditch Trail, and the Fort Lupton Trail west of the neighborhood.
- c. Neighborhood Trails will provide connectivity to the Connector Trails.
- d. Sidewalks will be provided where off-street trails are not available to ensure connectivity to adjacent neighborhood.

The neighborhood feature is provided by a park in Filing No. 1 at the southeast corner of the intersection of Gerry Street and Meadowlark Parkway providing good visibility and access. Common landscaped open space including Green Courts, provide additional passive recreational opportunities including loop walks, open play area, benches, pet waste stations, and bike racks.

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

8. Public Land Dedication

Public land dedication for parks and open space is provided in accordance with the Fort Lupton's Subdivision regulations as follows:

REQUIRED OPEN SPACE

FILING	NUMBER OF DWELLING UNITS	REQUIRED
FILING 1- SINGLE FAMILY DETACHED	180	180 X 3.0/1000 X 10 = 5.4 Acres
FILING 2 - TOWNHOMES	45	45 X 3.0/1000 X 10 = 1.35 Acres
FUTURE FILING 3 - PAIRED HOMES	50	50 x 3.0/1000 x 10 = 1.50 Acres
TOTAL REQUIRED		8.25 ACRES

PROVIDED OPEN SPACE

FILING	PARKS AND OPEN SPACE PROVIDED
Filing 1 - SFD	11.354
Filing 2 - Townhomes	1.110
Filing 3 - Duplexes	.349 - Green Courts

9. Utility Service

Stormwater Drainage. A Phase II Drainage Report has been prepared in compliance with the City of Fort Lupton Criteria and is included with the application. The proposed drainage design utilized the regional detention and water quality pond to the south for peak flow attenuation for minor and major event flows. The plan also anticipates that the existing Fulton Ditch will not be impacted by additional stormwater runoff from the proposed development.

Evidence of Adequate Water Supply. The City of Fort Lupton will provide domestic water in conjunction with the development agreement that will be negotiated with the Final Plat.

Looped connectivity will be provided at a stub connection in Meadowlark Parkway to the south.

Hydrant testing in the area indicates that residual pressures under 1300 gpm flow conditions generally maintain 68 psi. Development of this site will include similar fire flow demands which indicates that the area water system can support demands on the system.

Evidence of Adequate Sewer Service. The City of Fort Lupton will provide sanitary sewer service in conjunction with the development agreement that will be negotiated with the Final Plat.

Sanitary Sewer service is available at stubs in Meadowlark Parkway.

10. Public Services

- a. Life Safety. Fire and Police Protection and Law enforcement for the property would be provided by the Fort Lupton Police Department. It is not anticipated that there would be special security needs or a specific need for additional officers. Fire protection for the property would be provided by Fort Lupton Fire Department. It is not anticipated that the project would pose special fire hazards. Fire prevention requirements, fire detection, fire lanes, emergency access, etc. will be provided as required by code.
- b. Schools. The project is within the Weld RE-8 School District. The applicant will work with the District to identify and address any impacts of this project.

- c. Recreation and Open Space. The project will include park amenities, including open spaces and trails, and active and passive recreation.

11. Traffic Statement

Site development is proposed in compliance with the Fort Lupton Transportation Plan from June 2018. The site is currently served by Highway 52 and Weld County Road 29 ½. A public road will be extended on the eastern boundary to serve the proposed site and the future commercial site. Two additional access via private roads will connect to Meadowlark Parkway. A traffic conformance letter indicating no negative impacts based upon the Traffic Impact Study for Murata Farms is included with this submittal.

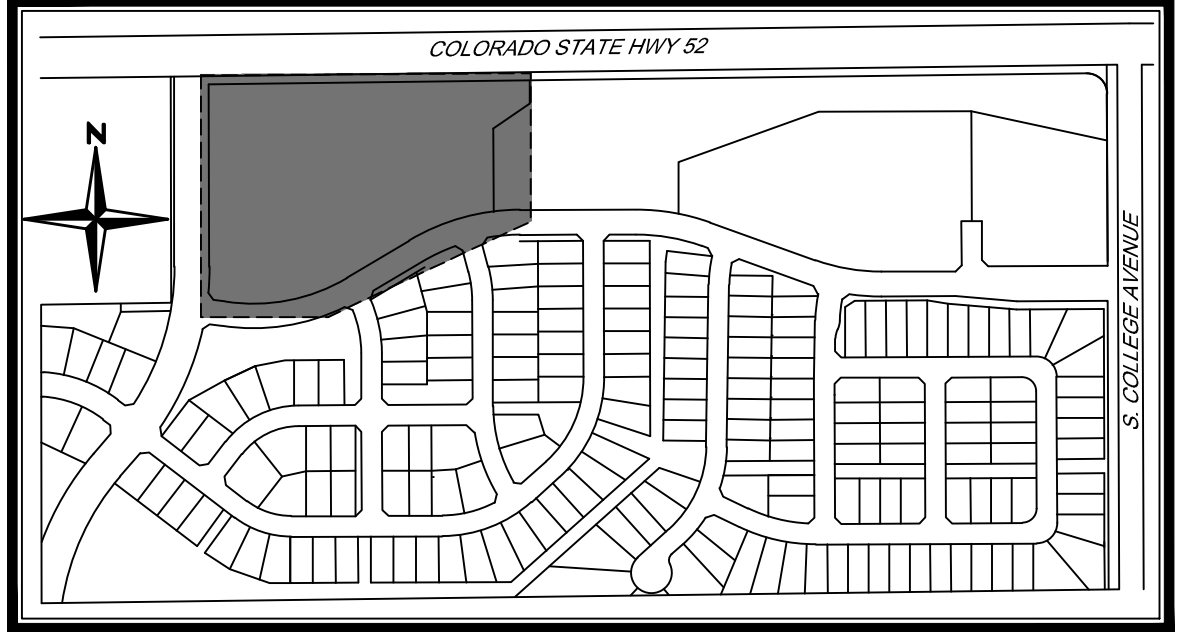
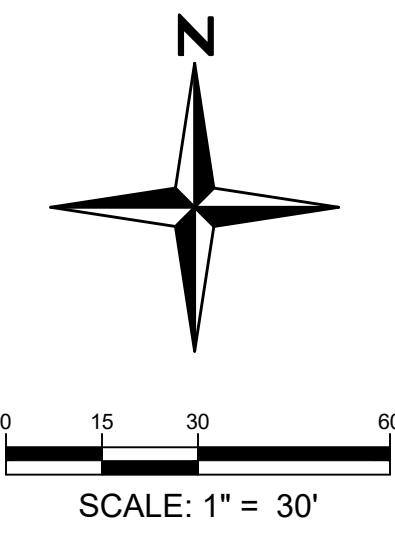
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NOTE:
* WESTERN MIDSTREAM PIPELINE DOES NOT ENTER SITE

- EXISTING LEGEND**
- PROPERTY LINE
 - R.O.W.
 - LOT LINE
 - EASEMENT LINE
 - SECTION LINE
 - ROAD CENTERLINE
 - EDGE OF PAVEMENT
 - CURB AND GUTTER
 - CONCRETE

- PROPOSED LEGEND**
- PROPERTY LINE
 - R.O.W.
 - LOT LINE
 - SETBACK
 - EASEMENT
 - ROAD CENTERLINE
 - ACCESS & UTILITY TRACT
 - LANDSCAPE TRACT
 - CURB AND GUTTER (CATCH)
 - CURB AND GUTTER (SPILL)
 - SIDEWALK



MURATA FARMS FILING NO. 3
PRELIMINARY PLAT/PUD
SITE PLAN

SHEET

4

PROJECT NO.	19032.003	NOTES
DATE	NO.	
2023-08-17	1	1ST SUBMITTAL TO FORT LUITON
2024-01-19	2	2ND SUBMITTAL TO FORT LUITON
2024-03-25	3	3RD SUBMITTAL TO FORT LUITON

APPLICANT:
COLA
Colorado Land Acquisition
555 Middle Creek Parkway,
Colorado Springs, CO 80921

ENGINEER:
Redland
WHERE GREAT PLACES BEGIN
7232 ARIZONA DRIVE
LITTLETON, COLORADO 80120
REDLAND.COM

LANDSCAPE ARCHITECT / PLANNER:
henry design group
Landscape Architecture • Planning • Entitlements
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
303.446.2366 • henydesigngroup.com

I:\2019\19032 - Murata Farms\CADD\Sheet Sets\Preliminary Plat\Duplexes\19032.003 - COVER SHEET.dwg tab: 1 - COVER SHEET Mar 21, 2024 - 11:59am charland

MURATA FARMS FILING NO. 3 - DUPLEXES

PRELIMINARY PLAT / PUD

A PLAT OF A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO
LOCATED IN THE NORTH ½ OF THE SOUTHWEST ¼, SECTION 4, T1 N, R66 W OF THE 6TH P.M.

COVER SHEET

PROJECT NO. PPL2023-006

LEGAL DESCRIPTION

LOT 3 BLOCK 14, MURATA FARMS FILING NO. 1 SUBDIVISION
CONTAINING AN AREA OF 6.845 ACRES, (298,150 SQUARE FEET), MORE OR LESS.

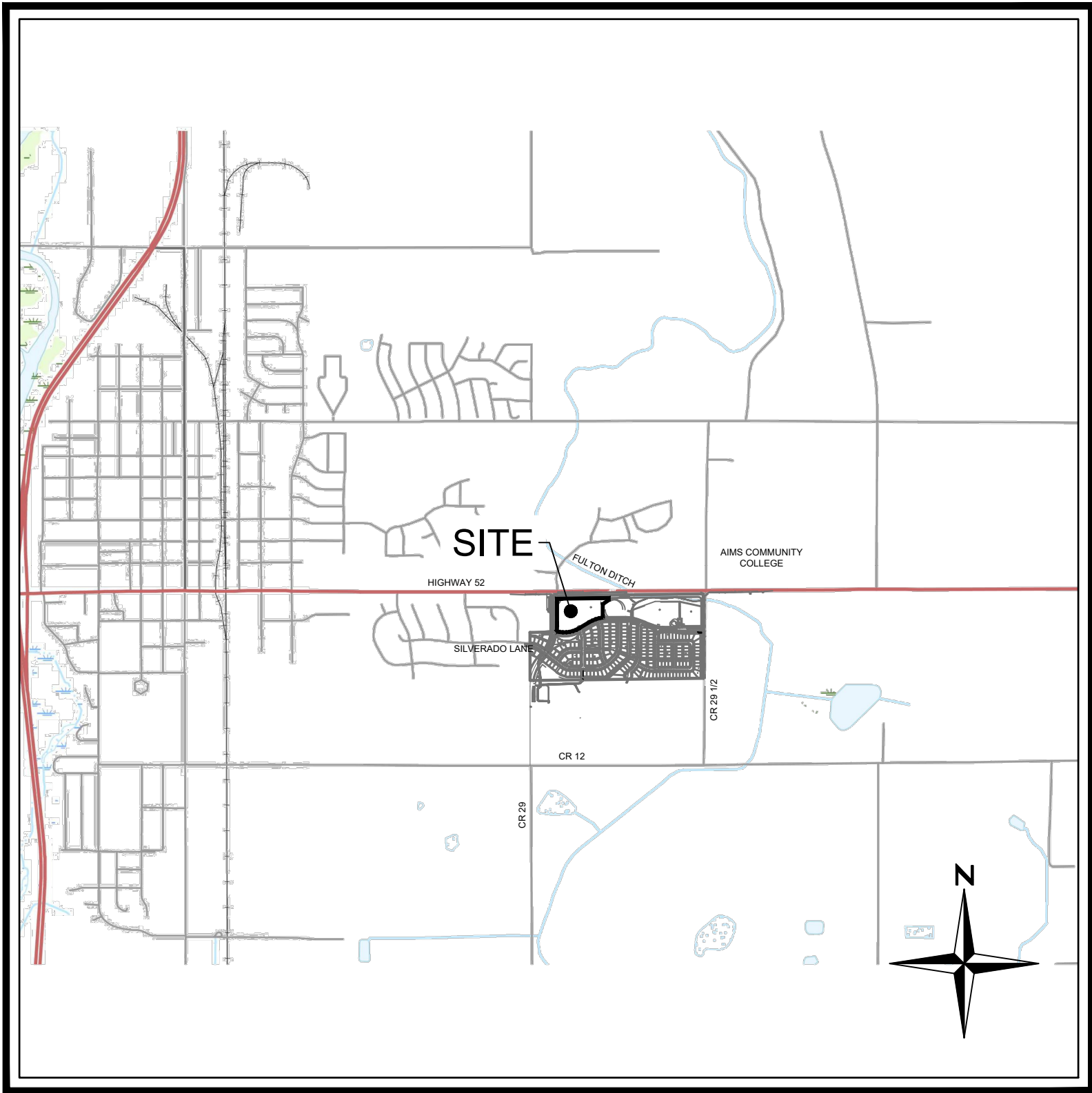
BASIS OF BEARINGS

BASIS OF BEARINGS BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE (NAD 83, 2011) REFERENCED TO THE NORTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON, TAKEN TO BEAR NORTH 89°17'03" EAST, A DISTANCE OF 2647.89 FEET.

FLOOD ZONE

FLOOD ZONE THE SUBJECT PROPERTY SHOWN HEREIN LIES WITHIN OTHER AREAS - ZONE X, AREAS OF MINIMAL FLOOD HAZARD, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 08123C2110E, MAP REVISED JANUARY 20, 2016 (PANEL NOT PRINTED).

LAND USE SUMMARY CHART		
GROSS AREA	298,140	SF
	6.84	AC
RESIDENTIAL LOTS	152,083	SF
	3.49	AC
TRACTS	146,057	SF
	3.35	AC
TOTAL LOTS	50	
DUPLEXES	50	



VICINITY MAP
SCALE: 1" = 2000'

PROJECT TEAM

CIVIL ENGINEER

REDLAND
1500 W. CANAL CT.
LITTLETON, CO 80120
720.283.6783 voice
CONTACT: TRAVIS FRAZIER, P.E.

OWNER / DEVELOPER

COLORADO LAND ACQUISITION (COLA LLC)
555 MIDDLE CREEK PARKWAY, SUITE 500
COLORADO SPRINGS, CO 80921
CONTACT: TIM BUSCHAR

LANDSCAPE ARCHITECT/PLANNER

HENRY DESIGN GROUP
1501 WAZEE ST SUITE 1-C
DENVER, CO 80202
303.446.2368 voice
CONTACT: KAREN HENRY, PLA

TRAFFIC ENGINEER

FOX TUTTLE HERNANDEZ
TRANSPORTATION GROUP
P.O. BOX 19768
BOULDER, CO 80308
303.652.3571 voice
CONTACT: EMILY GROSS, PE

SURVEYOR

AZTEC COSNULTANTS, INC
300 E MINERAL AVE #1
LITTLETON, CO 80122
303. 713-18981 VOICE
CONTACT: MIKE NOFFSINGER, PLS

BENCHMARK

NGS BENCHMARK 4907 (AZTEC #4907A). DISK ON PIPE LOCATED ON THE SOUTH SIDE 9TH STREET 175' MORE OR LESS EAST OF MAIN ST.
ELEVATION = 4908.22 (NAVD88)

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	DEVELOPMENT STANDARDS
3	EXISTING CONDITIONS
4	SITE PLAN
5	GRADING PLAN
6	UTILITY PLAN
7	LANDSCAPE PLAN
8	LANDSCAPE PLAN
9	LANDSCAPE PLAN
10	LANDSCAPE NOTES & PLANT SCHEDULE
11	LANDSCAPE LOT TYPICAL
12	LANDSCAPE DETAILS
13	ARCHITECTURAL ELEVATIONS
14	ARCHITECTURAL ELEVATIONS
15	ARCHITECTURAL ELEVATIONS
16	ARCHITECTURAL ELEVATIONS
17	ARCHITECTURAL ELEVATIONS
18	ARCHITECTURAL ELEVATIONS
19	ARCHITECTURAL ELEVATIONS
20	ARCHITECTURAL ELEVATIONS

AREA SUMMARY					
DESCRIPTION	AREA (SF)	AREA (AC)	OWNERSHIP	MAINTENANCE RESPONSIBILITY	USE
RESIDENTIAL LOTS	152,083	3.49	PRIVATE	PRIVATE	
TOTAL	152,083	3.49			
TRACT A	74,229	1.70	METRO DISTRICT	METRO DISTRICT	ACCESS, UTILITY, MAINTENANCE, & SNOW REMOVAL
TRACT B	48,732	1.12	METRO DISTRICT	METRO DISTRICT	LANDSCAPING
TRACT C	12,445	0.29	METRO DISTRICT	METRO DISTRICT	LANDSCAPING
TRACT D	2,433	0.06	METRO DISTRICT	METRO DISTRICT	LANDSCAPING
TRACT E	1,760	0.04	METRO DISTRICT	METRO DISTRICT	LANDSCAPING
TRACT F	1,958	0.04	METRO DISTRICT	METRO DISTRICT	LANDSCAPING
TRACT G	1,222	0.03	METRO DISTRICT	METRO DISTRICT	LANDSCAPING
TRACT H	3,249	0.07	METRO DISTRICT	METRO DISTRICT	LANDSCAPING
TOTAL	146,029	3.35			
TOTAL	298,112	6.84			

MURATA FARMS FILING NO. 3
PRELIMINARY PLAT/PUD
COVER SHEET

SHEET

1

LANDSCAPE ARCHITECT / PLANNER:
henry design group
Landscape Architecture • Planning • Entitlements
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ENGINEER:
Redland
WHERE GREAT PLACES BEGIN
720.283.6783
Littleton, Colorado 80120
REDLAND.COM

APPLICANT:
COLA
Colorado Land Acquisition
555 Middle Creek Parkway,
Suite 500
Colorado Springs, CO 80921

PROJECT NO.	19032-003	DATE	NO.	NOTES
DATE	NO.	NOTES		
2023-08-17	1	1ST SUBMITTAL TO FORT LUPTON		
2024-01-19	2	2ND SUBMITTAL TO FORT LUPTON		
2024-03-25	3	3RD SUBMITTAL TO FORT LUPTON		

MURATA FARMS FILING NO. 3 - DUPLEXES
PRELIMINARY PLAT / PUD

MURATA FARMS PUD ZONE DISTRICT NOTES

1. Intent. The Murata Farms Planned Unit Development (PUD) is a 72.71- acre mixed-use neighborhood. The PUD will provide an attractive living and working environment using innovative site planning and design techniques that respond to the existing site conditions and existing adjacent land uses. The PUD is intended to meet the goals of the City of Fort Lupton PUD district as stated in the City's Municipal Code and Comprehensive Plan.

The PUD will allow for a variety of residential housing types attractive to a variety of households. Housing may include single family detached homes, paired homes and single family attached or townhomes.

The PUD also provides a mixture of retail and service commercial, and businesses located along the frontage of Highway-52.

Features of the PUD include.

An interconnected public street system that is bicycle and pedestrian friendly. Trails are provided in all green court/open space areas. Homes facing the public streets and green courts will have interesting elevations, thereby enhancing the pedestrian experience.

- Common open space and a pocket park provide areas for passive and active recreational opportunities.
- Conditions, covenants, and restrictions will be provided to ensure cohesive architecture and landscaping throughout the neighborhood.

2. Definitions. Refer to Article XI, Sec. 16.11.01 of the Fort Lupton Municipal Code and Article V., Sec. 16 Residential Design Standards.

3. Murata Farms Neighborhood Feature. The Neighborhood Feature is proposed as the developed park located at the southeast corner of the two intersection collector streets. The park shall be maintained by the HOA as a public park and contains a range of improvements including a multiple-use turf area, playground, walking path, plazas, pavilion with picnic tables, benches, and other similar features for various age groups to enjoy. The Neighborhood Feature Park is accessible to the public through connections to planned and existing trails adjacent to the subdivision. The park that satisfies the requirement for a Neighborhood Feature shall be credited against the neighborhood park land dedication requirements and improvements to such park shall be credited against and not to exceed the Park Development fees set forth in Section III.C. of the Residential Design Standards.

4. Public Land Dedication.

A. Public Land Dedication for Parks and Open Space shall be determined at Final Plat/Final PUD Plan and shall be based on the number of dwelling units included in the Final Plat. Land dedication shall be on a community wide basis. Each Final Plat does not need to stand alone in dedication. Land credited for dedication include:

- Internal Trail Corridors
- Pocket Parks
- Neighborhood Feature
- Fulton Ditch Regional Trail corridor

The following is a summary of the parks and open space.

REQUIRED OPEN SPACE

FILING	NUMBER OF DWELLING UNITS	REQUIRED
FILING 1- SINGLE FAMILY DETACHED	180	180 X 3.0/1000 X 10 = 5.40 Acres
FILING 2 - TOWNHOMES	45	45 X 3.0/1000 X 10 = 1.35 Acres
FILING 3 – PAIRED HOMES	50	50 x 3.0/1000 x 10 = 1.50 Acres
TOTAL REQUIRED		8.25 ACRES

PROVIDED OPEN SPACE

FILING	PARKS AND OPEN SPACE PROVIDED
FILING 1-SINGLE FAMILY DETACHED	11.354
FILING 2 - TOWNHOMES	1.11
FILING 3 – PAIRED HOMES	.349 Green Courts

B. School Land Dedication shall be in accordance with the IGA between the City of Fort Lupton and the school district which includes a cash-in-lieu fee per each new residence.

VARIATIONS TO THE RESIDENTIAL DESIGN STANDARDS

1. Landscape Buffer. A landscape buffer 30-feet in width shall be provided along Highway-52 in the Paired Home and Single Family Attached area as measured from the edge of right-of-way.
2. Perimeter Fences.
- An open rail fence is provided along Highway-52.
 - A solid perimeter fence a maximum of six (6) feet in height is optional, to be determined by the homeowner, along rear and side lot lines of each lot.
3. Single Family Paired Home Residential

Each homebuilder shall provide at least two (2) different floorplans for pairing. A mirrored floorplan shall not be counted as a separate plan.

- Mix of roof colors: Where asphalt shingles are used at least three (3) distinct roof colors are required to be dispersed throughout the neighborhood.
- All homes shall contain one front porch which is at least six (6) feet in depth and eight (8) feet in width.
- A horizontal or vertical offset of two (2) feet minimum on the rear elevation of an alley loaded paired home shall be provided. Other acceptable variations shall be provided by a change in color, roof form, belly bands, or cladding.

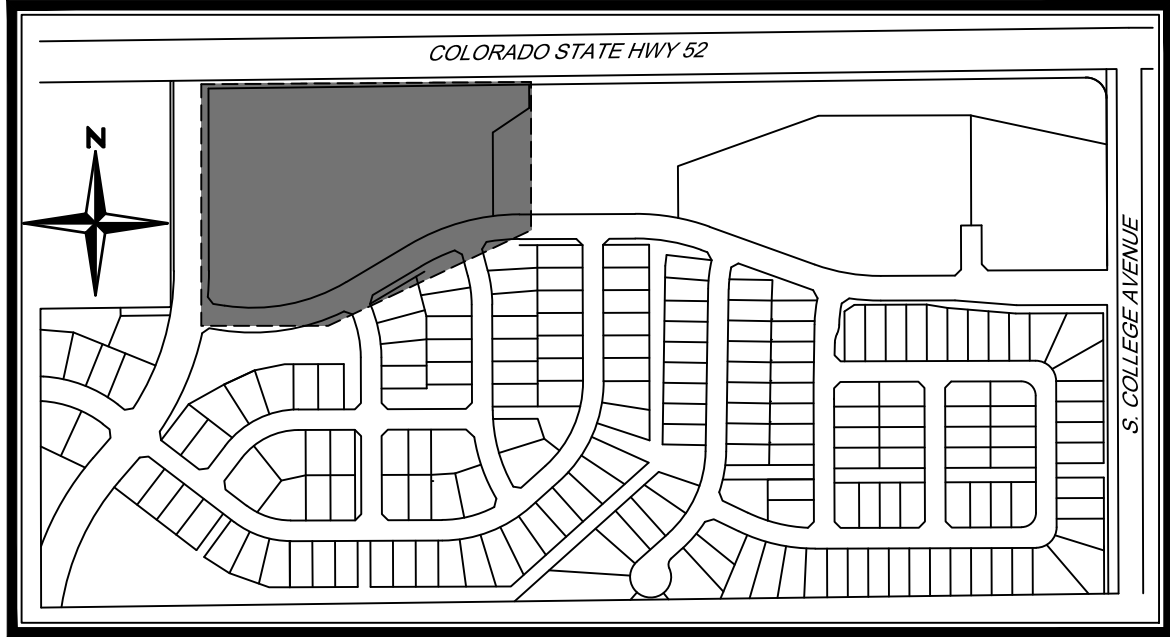
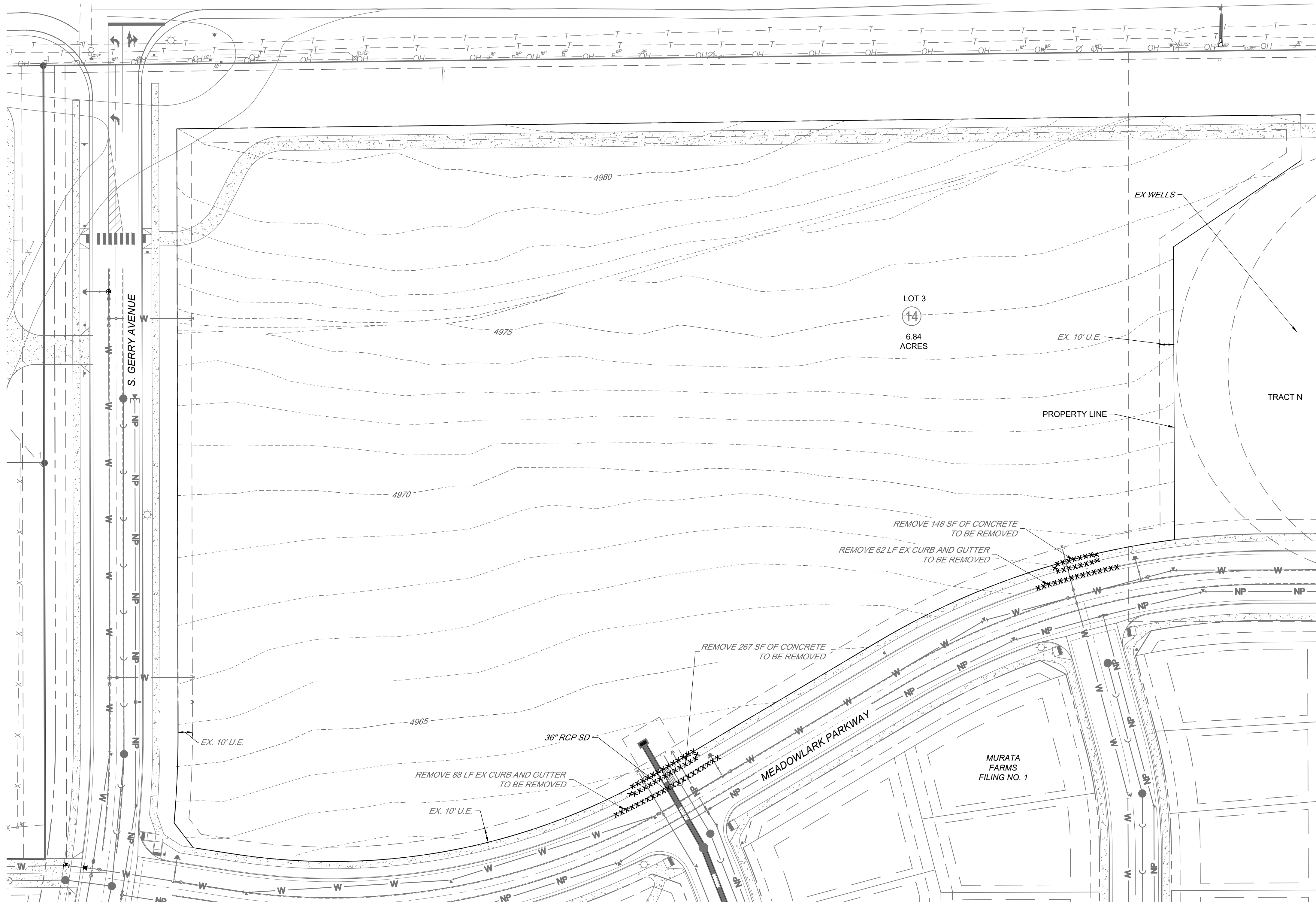
DIMENSIONAL STANDARDS

USE/STANDARD	MURATA FARMS-FILING 3
Permitted Land Uses	Paired Homes
Maximum Number of Dwelling Units	50
Minimum Lot Size – Paired Rear Loading Garage	2,100 SF per dwelling unit lot
Minimum Lot Frontage at Front Property Line with a Rear loading garage	21-feet
Minimum Lot Frontage at Rear Property Line	
Rear loading garage	30-feet
Maximum Building Height (1)	35-feet
Setbacks	
Front (with rear loading garage)	10- feet
Facing a Green Court	10- feet
Facing a Public Street	10- feet
Side	5-feet
Corner Side	10-feet
Rear	
Rear loading garage on a public street (2)	20-feet
Rear loading garage on a private drive/alley	20-feet
Minimum Floor Area	900 SF

NOTES

1. Measurement per Fort Lupton Municipal Code
2. As measured from street right-of-way on a public street or edge of pavement on a private drive/alley.
3. Accessory uses/structures shall meet the requirements of the Fort Lupton Municipal Code.
4. Permitted encroachments into building setbacks:
- a. Structural projections such as bay windows, balconies, canopies, chimneys, eaves, cornices, awnings, open fire escapes, egress/window wells, bay windows, entertainment centers, brick ledges, cantilevers, counterforts, cornices, canopies, wing walls and like architectural features or other non-foundational overhangs or projections may extend up to four (4) feet from the foundation and encroach into the setback, but no closer than two (2) feet from any lot line.
- b. Unenclosed or uncovered patios less than 30 inches above grade may encroach into building setbacks to within three (3) feet of a lot line.
- c. Encroachments may not extend into easements without written approval from the easement holder.
5. All setbacks are measured to the building foundation.

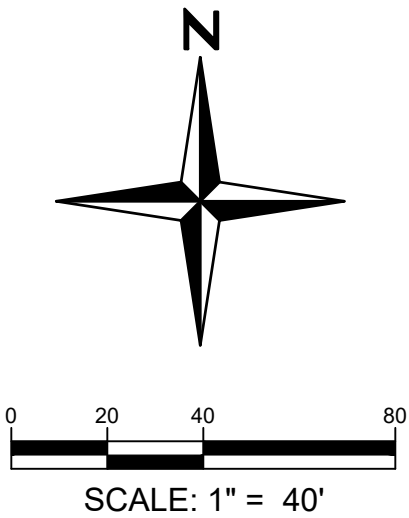
PROJECT NO.	DATE	NO.	NOTES
DATE	1	1ST SUBMITTAL	
2023-08-17	2	2ND SUBMITTAL	
2024-01-19	3	3RD SUBMITTAL	
2024-03-07			



KEYMAP
N.T.S.

EXISTING LEGEND

- | | |
|--|------------------------|
| | PROPERTY LINE |
| | R.O.W. |
| | LOT LINE |
| | EASEMENT LINE |
| | SECTION LINE |
| | ROAD CENTERLINE |
| | EDGE OF PAVEMENT |
| | CURB AND GUTTER |
| | CONCRETE |
| | FENCE |
| | RETAINING WALL |
| | WATER LINE |
| | RAW WATER LINE |
| | NON-POTABLE WATER LINE |
| | IRRIGATION LINE |
| | SANITARY SEWER |
| | STORM SEWER |
| | ELECTRIC LINE |
| | GAS LINE |
| | TELEPHONE LINE |
| | FIBER LINE |
| | OVERHEAD ELECTRIC LINE |
| | CABLE TELEVISION |
| | CONTOUR MAJOR |
| | CONTOUR MINOR |



MURATA FARMS FILING NO. 3
PRELIMINARY PLAT/ PUD
EXISTING CONDITIONS

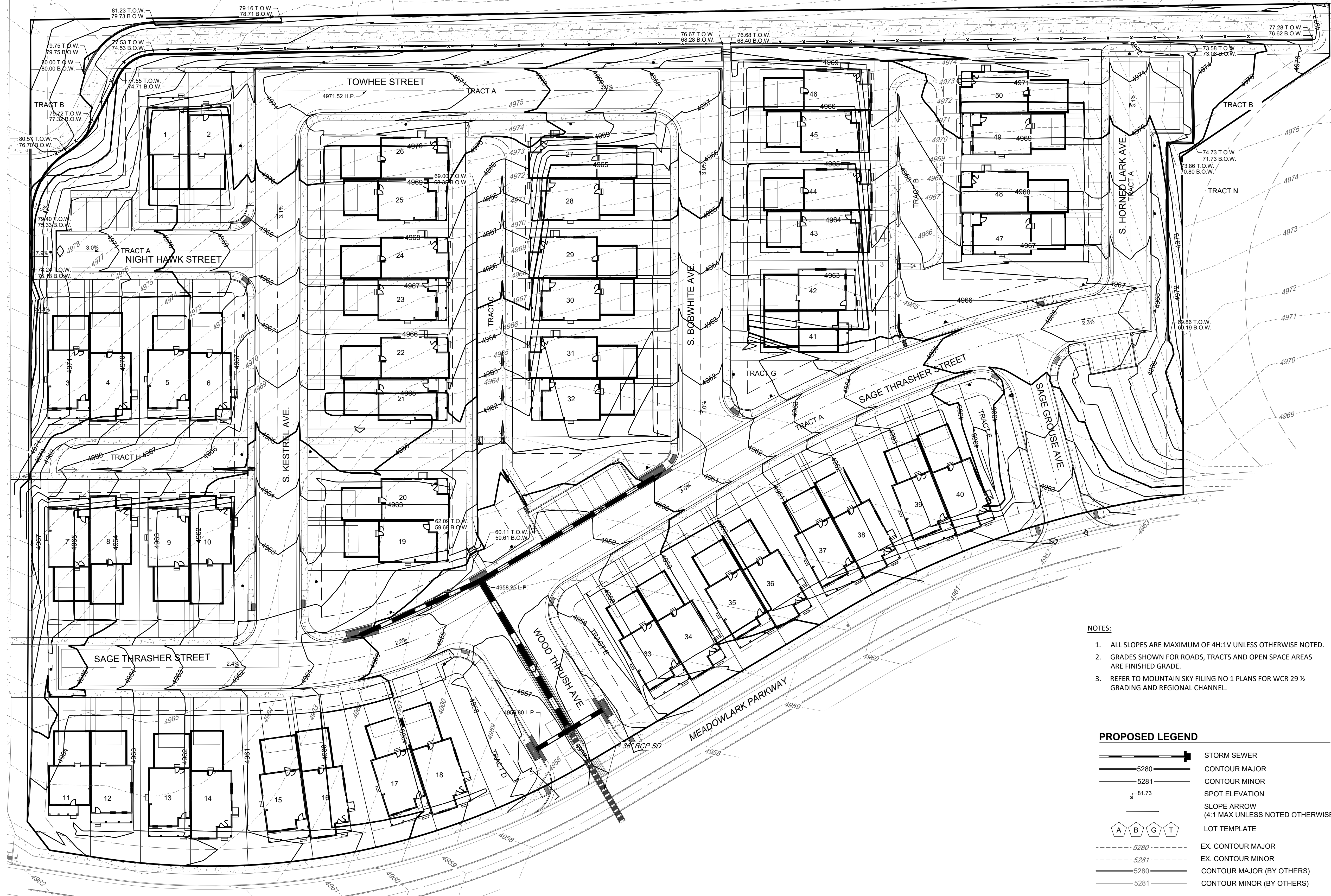
SHEET

3

ENGINEER:
Redland
WHERE GREAT PLACES BEGIN
72030 ARIZ DR
LITTLETON, COLORADO 80120
REDLAND.COM

APPLICANT:
COLA
Colorado Land Acquisition
555 Middle Creek Parkway, Suite 300
Colorado Springs, CO 80921

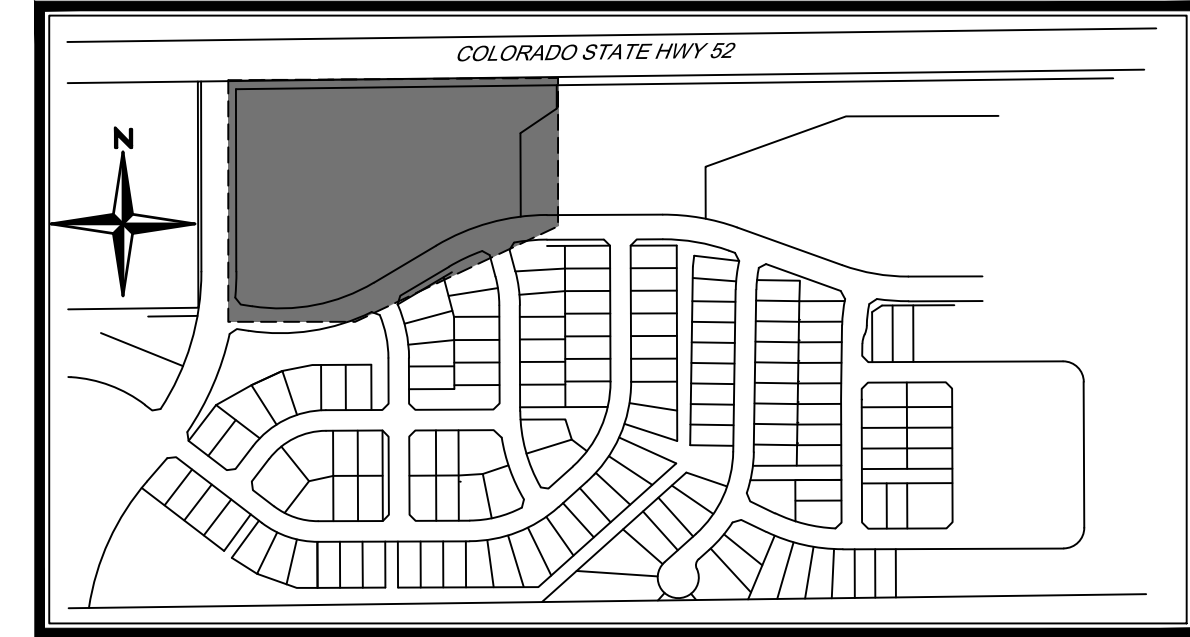
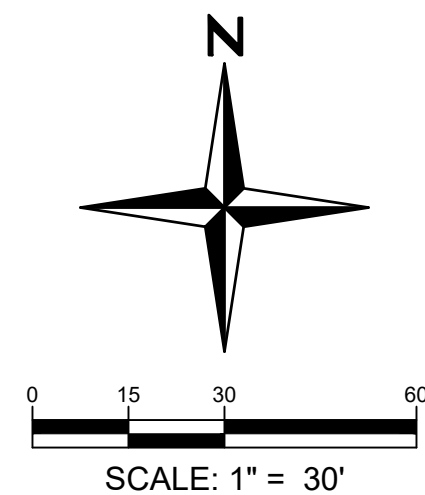
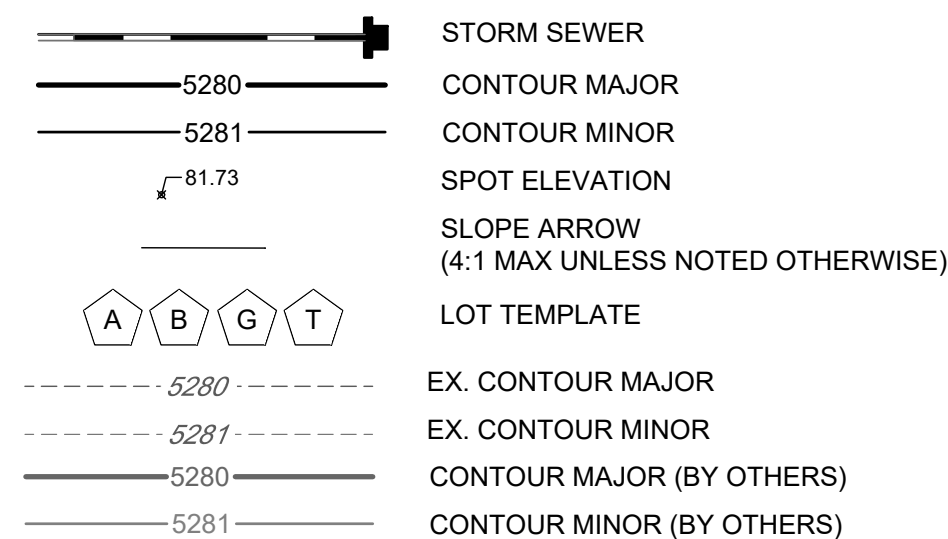
LANDSCAPE ARCHITECT / PLANNER:
henry design group
Landscape Architecture • Planning • Entitlements
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
303.446.2368 • henydesigngroup.com



NOTES:

1. ALL SLOPES ARE MAXIMUM OF 4H:1V UNLESS OTHERWISE NOTED.
2. GRADES SHOWN FOR ROADS, TRACTS AND OPEN SPACE AREAS ARE FINISHED GRADE.
3. REFER TO MOUNTAIN SKY FILING NO 1 PLANS FOR WCR 29 ½ GRADING AND REGIONAL CHANNEL.

PROPOSED LEGEND



KEYMAP
N.T.S

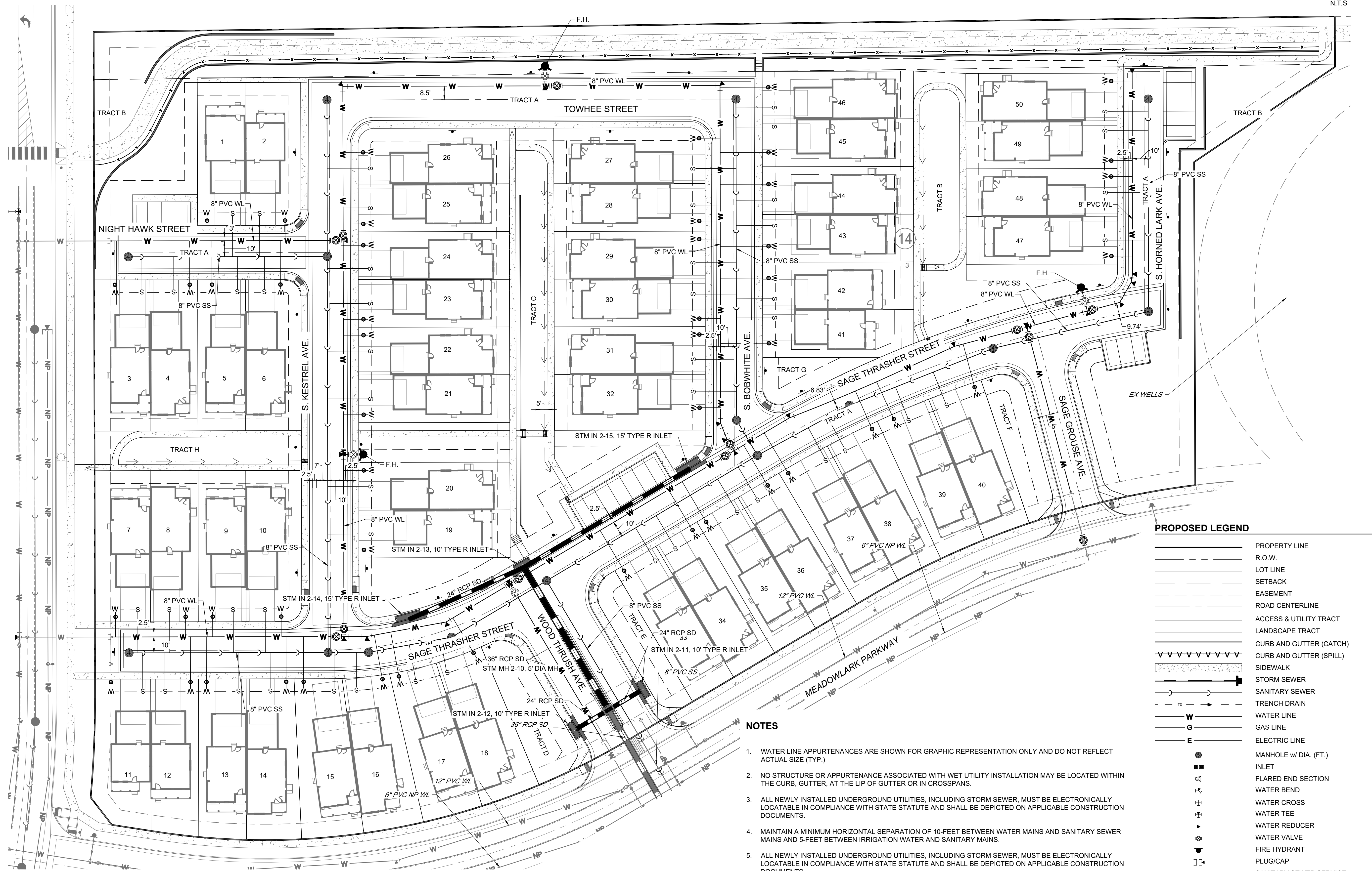
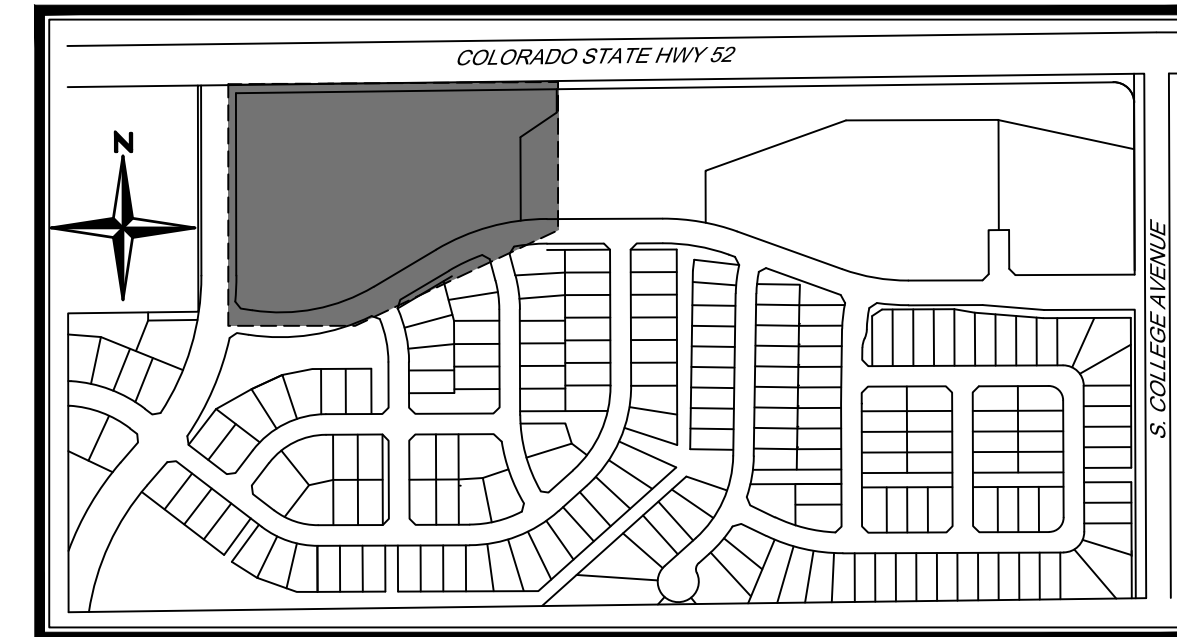
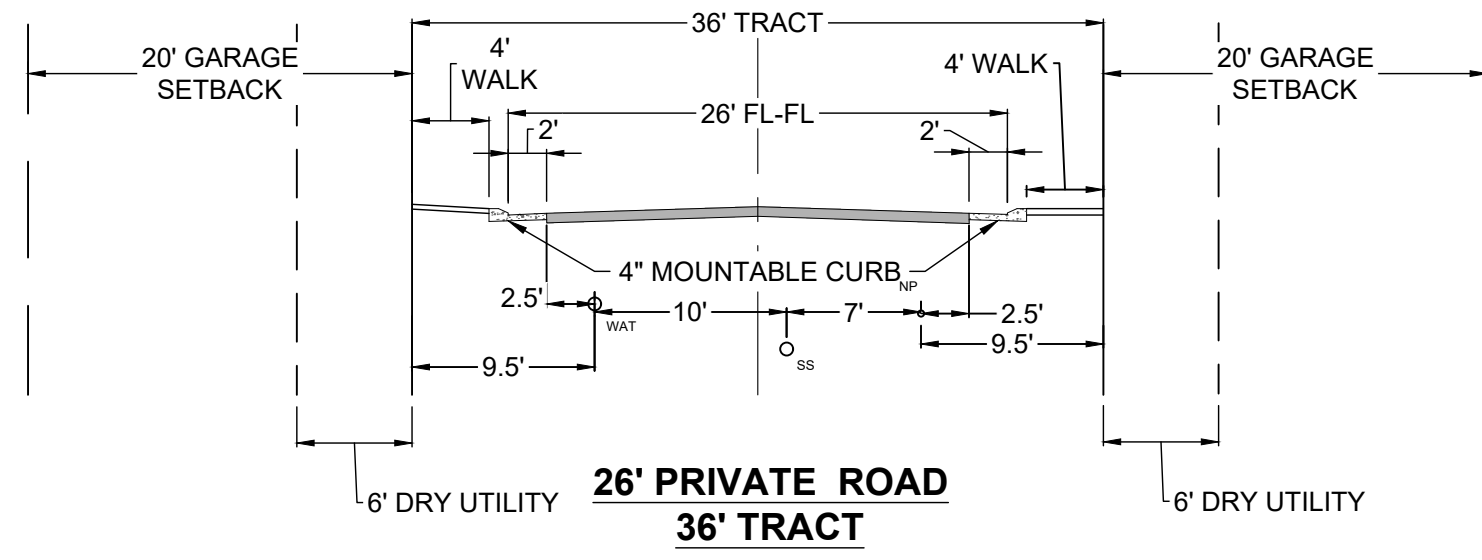
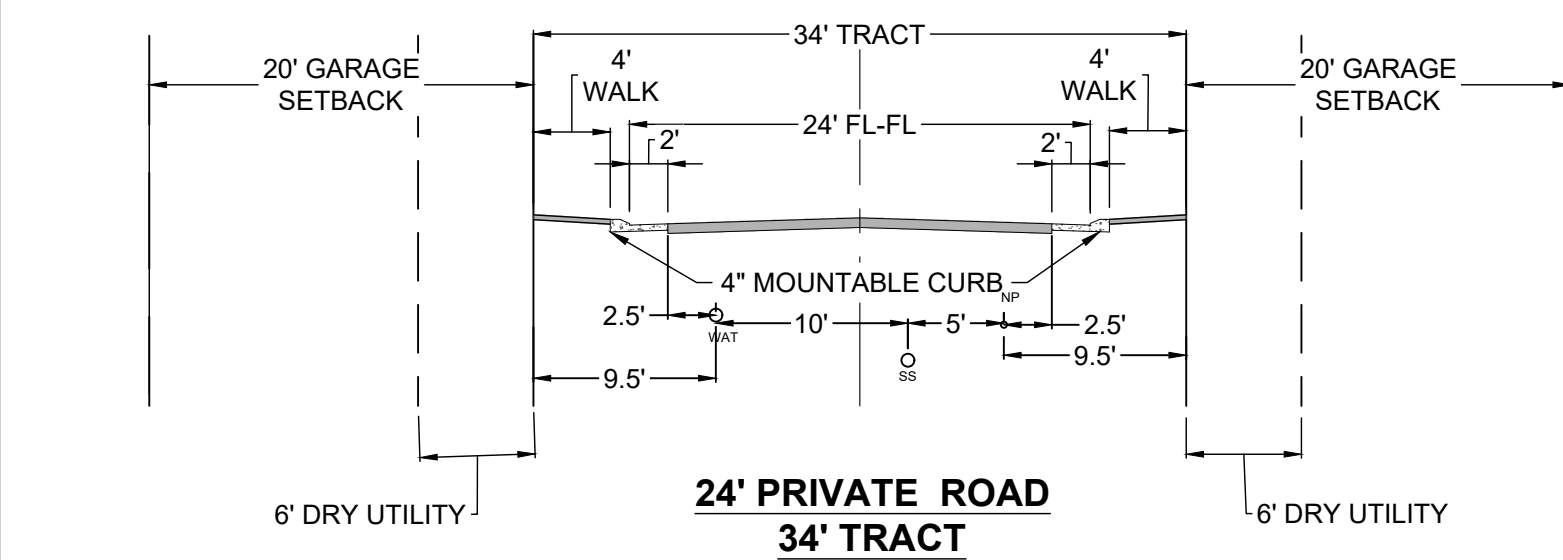
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MURATA FARMS FILING NO. 3
PRELIMINARY PLAT/ PUD
GRADING PLAN

SHEET

5

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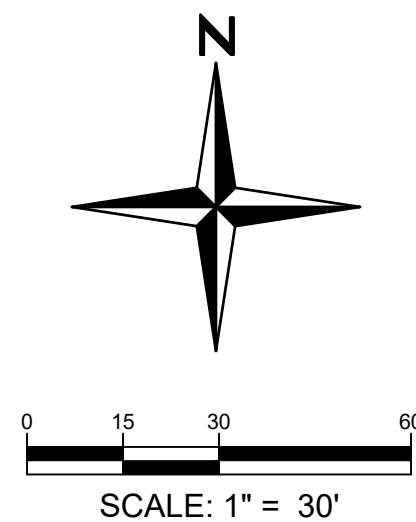


NOTES

1. WATER LINE APPURTENANCES ARE SHOWN FOR GRAPHIC REPRESENTATION ONLY AND DO NOT REFLECT ACTUAL SIZE (TYP.)
2. NO STRUCTURE OR APPURTENANCE ASSOCIATED WITH WET UTILITY INSTALLATION MAY BE LOCATED WITHIN THE CURB, GUTTER, AT THE LIP OF GUTTER OR IN CROSSPANS.
3. ALL NEWLY INSTALLED UNDERGROUND UTILITIES, INCLUDING STORM SEWER, MUST BE ELECTRONICALLY LOCATABLE IN COMPLIANCE WITH STATE STATUTE AND SHALL BE DEPICTED ON APPLICABLE CONSTRUCTION DOCUMENTS.
4. MAINTAIN A MINIMUM HORIZONTAL SEPARATION OF 10-FOET BETWEEN WATER MAINS AND SANITARY SEWER MAINS AND 5-FOET BETWEEN IRRIGATION WATER AND SANITARY MAINS.
5. ALL NEWLY INSTALLED UNDERGROUND UTILITIES, INCLUDING STORM SEWER, MUST BE ELECTRONICALLY LOCATABLE IN COMPLIANCE WITH STATE STATUTE AND SHALL BE DEPICTED ON APPLICABLE CONSTRUCTION DOCUMENTS.

PROPOSED LEGEND

- | | |
|--|-------------------------|
| | PROPERTY LINE |
| | R.O.W. |
| | LOT LINE |
| | SETBACK |
| | EASEMENT |
| | ROAD CENTERLINE |
| | ACCESS & UTILITY TRACT |
| | LANDSCAPE TRACT |
| | CURB AND GUTTER (CATCH) |
| | CURB AND GUTTER (SPILL) |
| | SIDEWALK |
| | STORM SEWER |
| | SANITARY SEWER |
| | TRENCH DRAIN |
| | WATER LINE |
| | GAS LINE |
| | ELECTRIC LINE |
| | MANHOLE w/ DIA. (FT.) |
| | INLET |
| | FLARED END SECTION |
| | WATER BEND |
| | WATER CROSS |
| | WATER TEE |
| | WATER REDUCER |
| | WATER VALVE |
| | FIRE HYDRANT |
| | PLUG/CAP |
| | SANITARY SEWER SERVICE |



MURATA FARMS FILING NO. 3
PRELIMINARY PLAT/PUD
UTILITY PLAN

SHEET

6

LANDSCAPE ARCHITECT / PLANNER:
henry design group
Landscape Architecture • Planning • Entitlements
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
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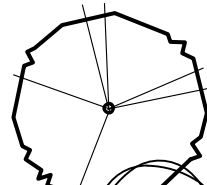
ENGINEER:
Redland
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720.304.0212
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
REDLAND.COM

APPLICANT:
COLA
Colorado Land Acquisition
555 Middle Creek Parkway,
Colorado Springs, CO 80921

PROJECT NO.	19032.003	DATE	NO.	NOTES

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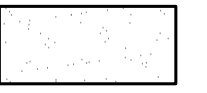
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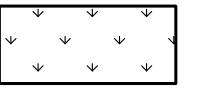
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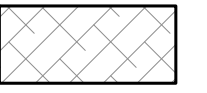
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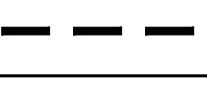
 DECIDUOUS SHRUB

 EVERGREEN SHRUB

 ORNAMENTAL GRASS

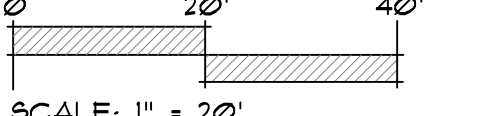
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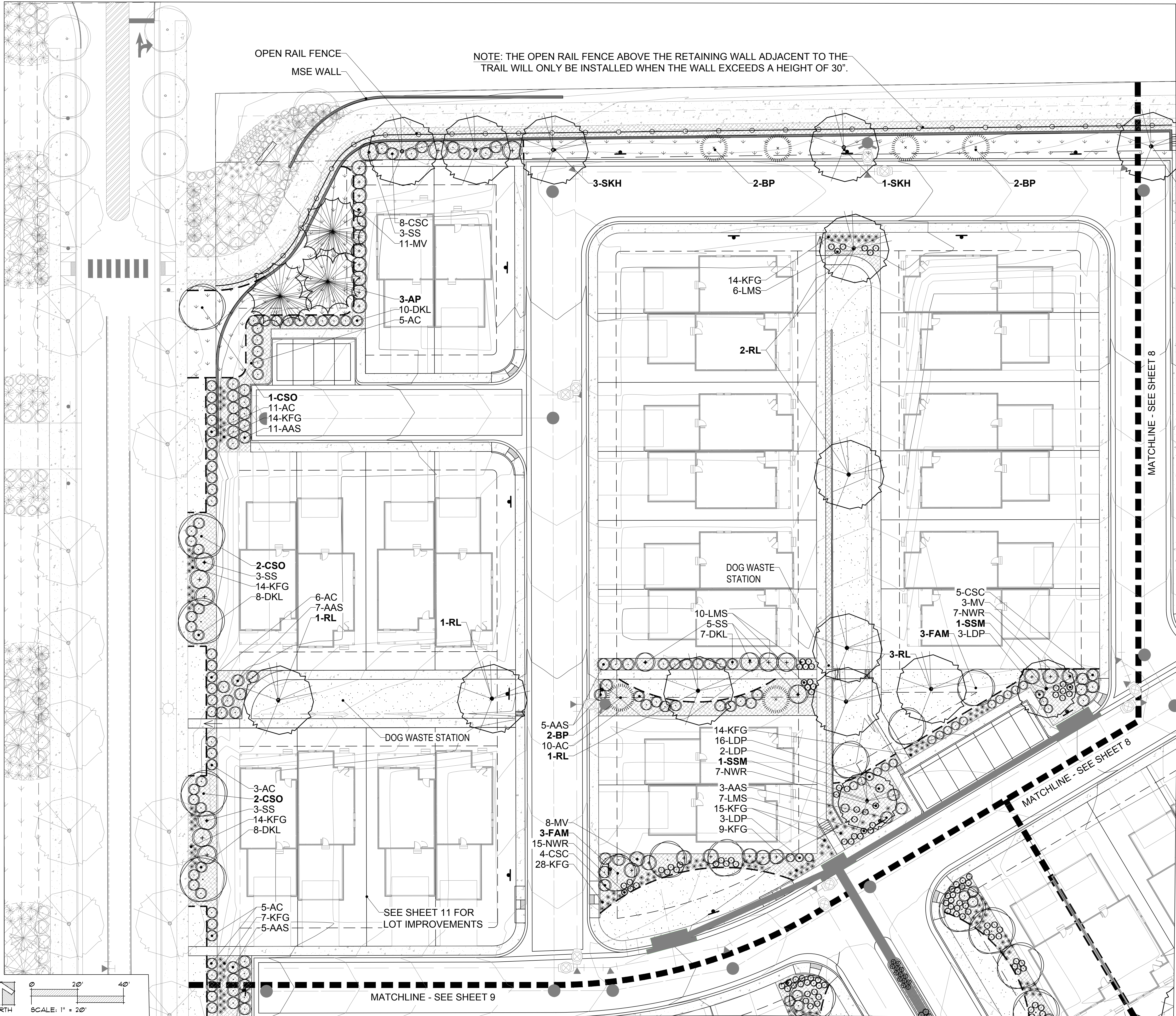
 NATIVE SEED

 1 1/2" ROCK MULCH

 STEEL EDGER

 NORTH

 SCALE: 1" = 20'



MURATA FARMS FILING NO. 3
PRELIMINARY PLAT/ PUD
LANDSCAPE PLAN

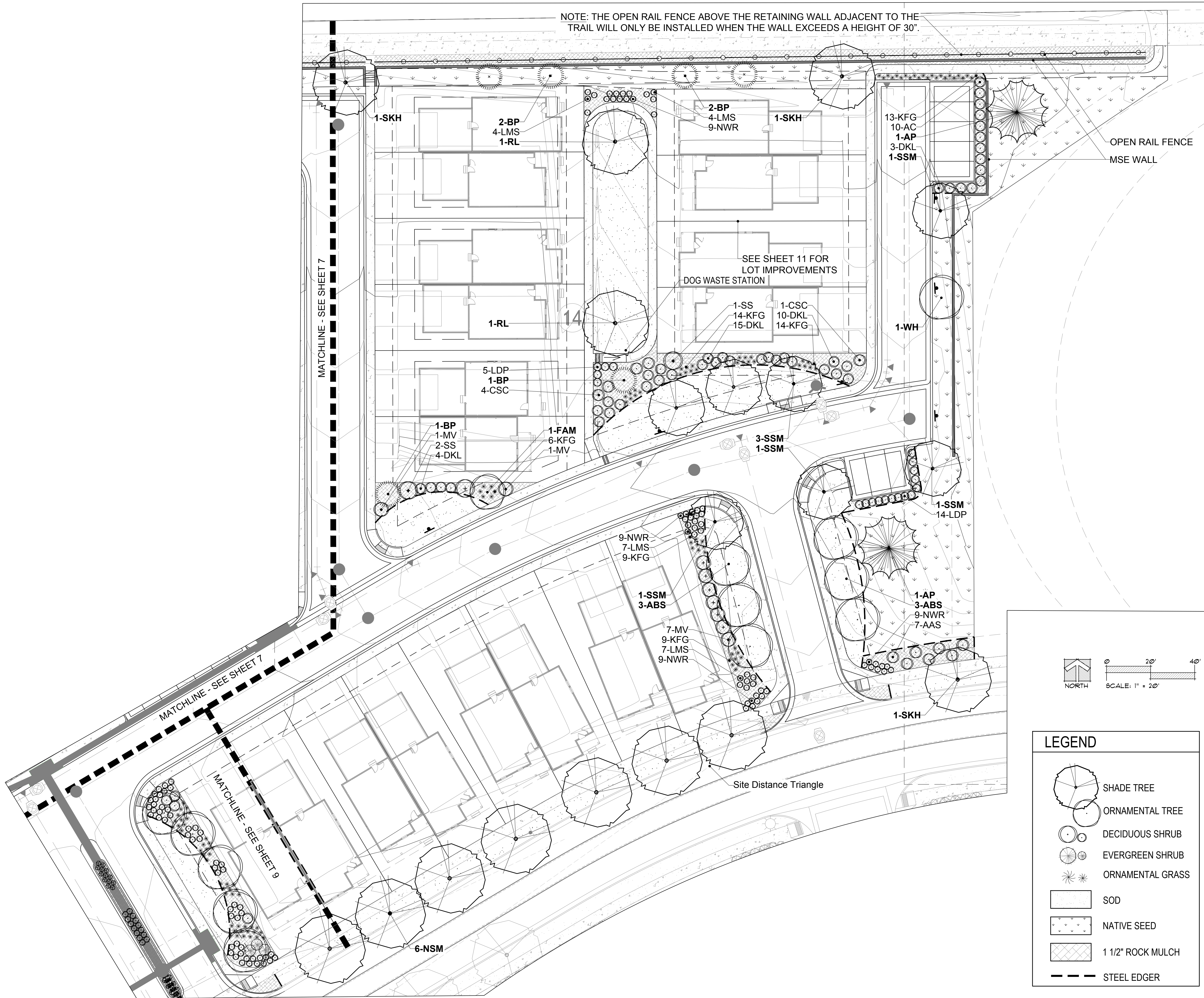
SHEET
7

LANDSCAPE ARCHITECT / PLANNER
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11501 Wazee Street Suite 1-C, Denver, Colorado 80202
REDLAND.COM

APPLICANT:
COLA
Colorado Land Acquisition
6711 Columbia Gateway Drive,
Columbia, MD 21046

PROJECT NO.	DATE	NO.	NOTES
2023-08-17	1	1ST SUBMITTAL	
2024-01-19	2	2ND SUBMITTAL	
2024-03-07	3	3RD SUBMITTAL	



MURATA FARMS FILING NO. 3
PRELIMINARY PLAT/ PUD
LANDSCAPE PLAN

SHEET

08

LANDSCAPE ARCHITECT / PLANNER:

henry design group

ENGINEER:

Redland

WHERE GREAT PLACES BEGIN

723.883.8788 Office
723.883.8788 Cell
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
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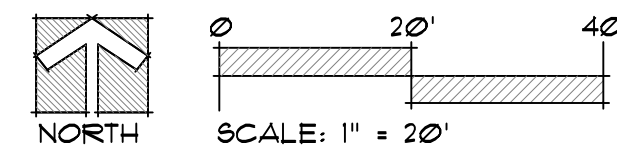
APPLICANT:

COLA

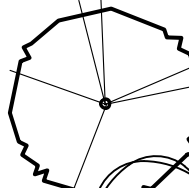
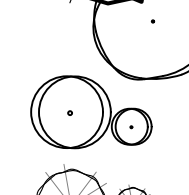
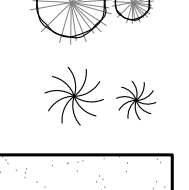
Colorado Land Acquisition

8711 Columbia Gateway Drive
Suite 200
Columbia, MD 21046

PROJECT NO.	DATE	NO.	NOTES
	2023-06-17	1	1ST SUBMITTAL
	2024-01-19	2	2ND SUBMITTAL
	2024-03-07	3	3RD SUBMITTAL



LEGEND

	SHADE TREE
	ORNAMENTAL TREE
	DECIDUOUS SHRUB
	EVERGREEN SHRUB
	ORNAMENTAL GRASS
	SOD
	NATIVE SEED
	1 1/2" ROCK MULCH
	STEEL EDGER

[illegible]

PLANT LIST

QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	MATURE SIZE (HxW)	SIZE	WATER USE
SHADE TREES						
3	CH	COMMON HACKBERRY	CELTIS OCCIDENTALIS	55' x 45'	2.0" CAL.	LOW
7	NSM	NORWEGIAN SUNSET MAPLE	ACER 'KEITHSFORM'	45' x 35'	2.0" CAL.	MODERATE
10	RL	REDMOND LINDEN	TILIA AMERICANA 'REDMOND'	45' x 35'	2.0" CAL.	MODERATE
12	SKH	SKYLINE HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE'	45' x 35'	2.0" CAL.	MODERATE
9	SSM	STATE STREET MAPLE	ACER MIYABEI 'MORTON'	30' x 25'	2.0" CAL.	MODERATE
ORNAMENTAL TREES						
16	ABS	AUTUMN BRILLIANCE SERVICEBERRY	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	15' x 15'	1.5" CAL.	MODERATE
7	CSO	CRIMSON SPIRE OAK	QUERCUS X BIMUNDORUM 'CRIMSCHMIDT'	35' x 15'	1.5" CAL.	MODERATE
7	FAM	FLAME AMUR MAPLE	ACER GINNALA 'FLAME'	18' x 18'	1.5" CAL.	MODERATE
1	WH	WASHINGTON HAWTHORN	CRATAEGUS PHAENPYRUM	25' x 20'	1.5" CAL.	MODERATE
EVERGREEN TREES						
5	AP	AUSTRIAN PINE	PINUS NIGRA	50' x 35'	6'	MODERATE
12	BP	BOSNIAN PINE	PINUS HELDREICHII	20' x 12'	6'	MODERATE
SHRUBS						
42	AAS	AUTUMN AMBER SUMAC	RHUS TRILOBATA 'AUTUMN AMBER'	2' x 5'	5 GALLON	LOW
56	AC	ALPINE CURRANT	RIBES ALPINUM	4.5' x 4.5'	5 GALLON	MODERATE
8	CCJ	CALGARY CARPET JUNIPER	JUNIPERUS SABINA 'CALGARY CARPET'	1.5' x 7'	5 GALLON	LOW
22	CSC	CREEPING WESTERN SAND CHERRY	PRUNUS BESSEYI PAWNEE BUTTES	1.5' x 5'	5 GALLON	LOW
92	DKL	DWARF KOREAN LILAC	SYRINGA MEYERI 'PALIBIN'	5' x 5'	5 GALLON	LOW
43	LP	LODENSE PRIVET	LIGUSTRUM VULGARE 'LODENSE'	2.5' x 3.5'	5 GALLON	MODERATE
104	LMS	LIMEMOUND SPIREA	DIERVILLA RIVULAIRES KODIAK ORANGE	2.0' x 2.5'	5 GALLON	LOW
31	MV	MOHICAN VIBURNUM	VIBURNUM LANTANA 'MOHICAN'	7' x 7'	5 GALLON	MODERATE
137	NWR	NEARLY WILD ROSE	ROSA X 'NEARLY WILD'	2.5' x 3.5'	5 GALLON	MODERATE
20	SS	SASKATOON SERVICEBERRY	AMELANCHIER ALNIFOLIA	7' x 7'	5 GALLON	MODERATE
PERENNIALS						
22	BES	BLACK EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTURM'	2' x 2'	1 GALLON	MODERATE
30	DFG	DWARF FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'HAMELN'	3' x 2'	1 GALLON	MODERATE
304	KFG	FEATHER REED GRASS	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	4' x 2'	1 GALLON	MODERATE

LOW GROW NATIVE SEED MIX

A mixture of perennial, cool season, drought tolerant, grasses suitable for areas where mowing is difficult or not desirable. It grows an average of 8-12 inches a year with normal rain fall in the Intermountain region and the Desert Southwest. This mix is a great soil stabilizer. Our wildflower mixes are very compatible with this mix.



- Characteristics:**
- Grows 8-12 inches tall
 - Requires little to no maintenance
 - Grows well in elevations up to 10,000 ft
- Seeding Rate:**
- New Seeding
- Dryland: 20-25 lbs/acre
- Irrigated: 40 lbs/acre
- Overseeding
- Dryland: 10-15 lbs/acre
- Irrigated: 20 lbs/acre

- Mix contains:**
- 30% ***Ephraim Crested Wheatgrass***
Slightly rhizomatous bunchgrass with germination in 14-21 days. Drought resistant and winter hardy with a deep root system making it an excellent soil binder. Crested wheatgrass is well adapted to stabilization of disturbed soils and does well on a variety of soil types.
- 25% ***Sheep Fescue***
Bunchgrass with germination in 14-21 days. Well adapted to most soil conditions and is great for soil erosion control and low maintenance mixtures.
- 20% ***Perennial Rye***
Bunchgrass with germination in 5-10 days. One of the most widely used grasses and is adaptable to a wide variety of soils and climate conditions. It has a leafy head and fine stem.
- 15% ***Chewings Fescue***
Bunchgrass with germination in 7-21 days. Fine fescue that is shade tolerant and requires little water. Persists in dry soils and infertile soils.
- 10% ***Canada Bluegrass***
Sod-forming grass with germination in 14-21 days. Resistant to drought and some salinity. It is used to reclaim disturbed area such as gravel pits, cut roads, roadsides, and mines.

NOTES

- Other than various grasses and forbes, existing vegetation is non-existent; therefore, preservation of existing vegetation shall not be required.
- The site does not contain any known endangered species, archaeological or historic areas. Also, no floodplains, wetlands or geologic hazards have been mapped on the site.
- It is the responsibility of the Developer and their Contractors to build the project according to approved plans and details, and in accordance with current City of Fort Lupton Landscape Standards and Specifications. Field changes to these plans are to be approved by the City of Fort Lupton prior to any work. Field conditions that conflict with or jeopardize the longevity of the proposed improvements shall be brought to the attention of the Town for resolution. Failure to bring such matters to the Town's attention or to obtain approval of remedial measures will in no way relieve the Developer/Contractor of their obligation to resolve the matter to the satisfaction of the City of Fort Lupton.
- It will be the responsibility of the Developer to replace all dead plant material and/or re-sod or seed turf areas that are not established during the warranty period established by the Development Agreement for this project.
- Proposed park and open space areas will be private and maintained at homeowners expense by a mandatory metro district.
- All plant material shall carry a warranty for a period of not less than 1 year after acceptance of the project by the owner. Warranty shall be a one-time replacement that includes plant material and labor costs.
- All landscape areas and plant material shall be watered by an automatic irrigation system. Drip irrigation is to be provided to shrub areas; turf area heads are to be installed so as to provide head to head coverage. Temporary irrigation shall be provided to native grass areas for establishment in order to assist in complying with the re-vegetation standards.
- All areas disturbed by construction shall be adequately re-vegetated so as not to leave any bare ground.
- No tree or shrub will be planted within 3 feet of a fire hydrant. Trees shall be planted with the top most root in the root ball 3" to 5" higher than the finished landscape grade. This includes trees that are set on slopes. Set root ball on undisturbed soil. Trees where the trunk flare is not visible shall be rejected. Do not cover the root ball with soil.
- Soil preparation under all areas to be seeded, sodded or otherwise planted shall include topsoil and/or organic matter (compost or aged manure) and shall be added at a rate of 3 cubic yards per 1 thousand square feet and tilled into the soil to a depth of 6"
- Organic mulch shall be used within 1 foot of all shrubs and ornamental grasses, as well as around trees in a 6 foot diameter ring. Remaining areas of planting beds shall contain 1-1/2 inch western river rock at a minimum depth of 3 inches, placed over a suitable weed barrier fabric. All planting beds require a pre-emergent treatment before mulching. All shrub bed areas shall be separated from sod areas by steel edging material.
- Sod within parks shall be Turf Master TM EnviroTurf. All other sod, including ROW lawns shall be Turf Master TM Nature's Prairie.
- All fencing shall be as indicated on the landscape plans and details.

LANDSCAPE ARCHITECT / PLANNER:

Landscape Architecture • Planning • Entitlements
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
303.444.2348 • henrydesigngroup.com

ENGINEER:

WHERE GREAT PLACES BEGIN
723.283.6300 Office
10000 E. Hampden Avenue, Suite 100
Littleton, Colorado 80120
REDLAND.COM

APPLICANT:

Colorado Land Acquisition
6711 Columbia Gateway Drive
Suite 200
Columbia, MD 21046

PROJECT NO.	DATE	NO.	NOTES
1	2023-06-17	1	1ST SUBMITTAL
2	2024-01-19	2	2ND SUBMITTAL
3	2024-03-07	3	3RD SUBMITTAL

MURATA FARMS FILING NO. 3
PRELIMINARY PLAT/ PUD
LANDSCAPE NOTES / PLANT SCHEDULE

SHEET
10

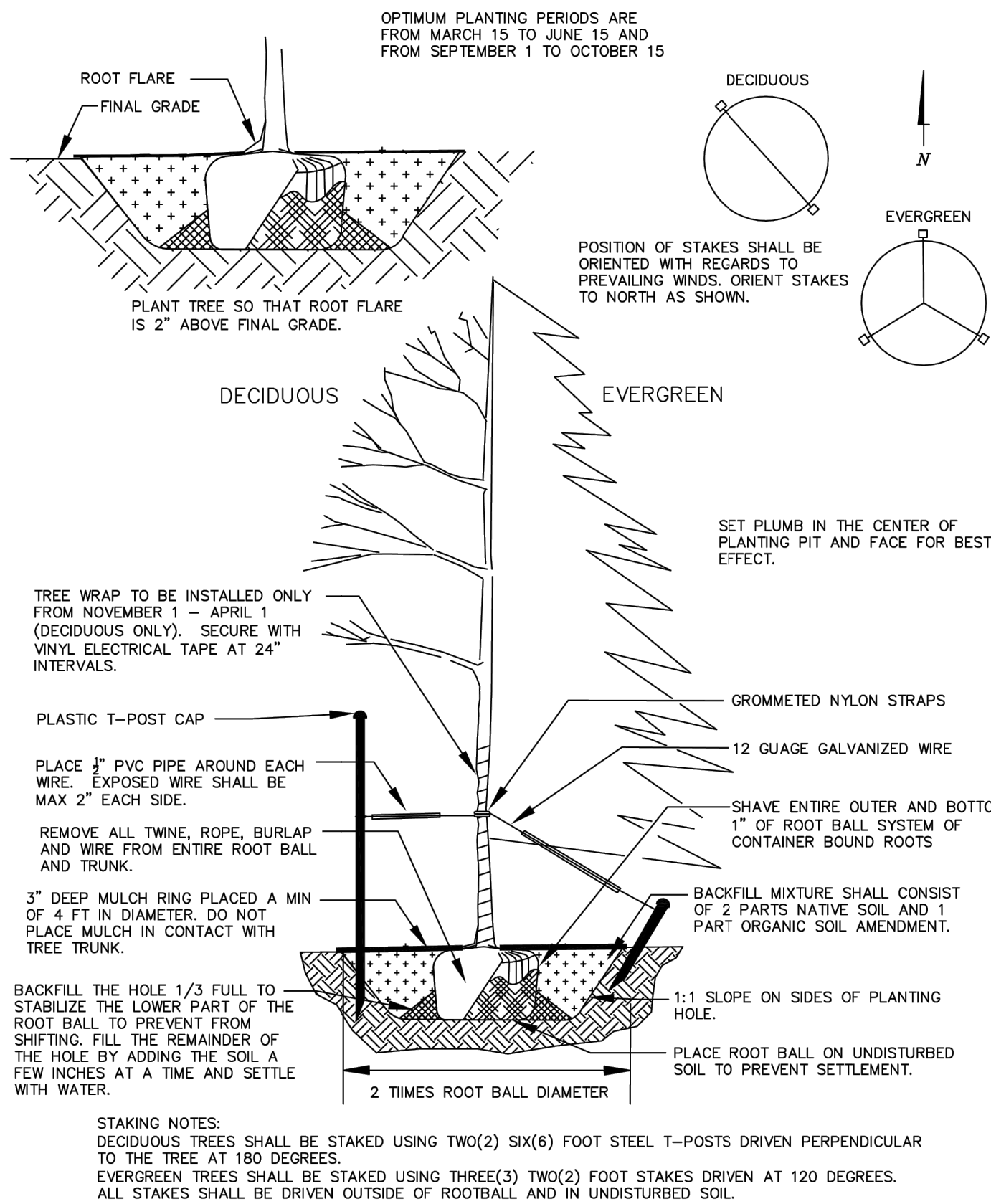
This site plan illustrates a four-unit residential development with the following features and setbacks:

- Units and Layout:** The plan shows four units labeled UNIT 1, UNIT 2, UNIT 3, and UNIT 4. UNIT 1 includes a GARAGE and an OPTIONAL 6' PRIVACY FENCE, TYPICAL. UNIT 2 includes a PORCH. UNIT 3 and UNIT 4 are adjacent to a PRIVATE YARD.
- Setbacks:**
 - UNIT 1: 20' DRIVEWAY DEPTH, 6' UTILITY EASEMENT.
 - UNIT 2: NO IRRIGATION WITHIN 5' OF THE HOME.
 - UNIT 3: 5' SIDE SETBACK, NO IRRIGATION WITHIN 5' OF THE HOME.
 - UNIT 4: 10' CORNER SETBACK, 10' FRONT SETBACK, 20' REAR SETBACK.
- Easements and Walkways:**
 - 6' UTILITY EASEMENT (top left).
 - 8' UTILITY EASEMENT (bottom center).
 - 4' WALK (top center, bottom right).
 - 3' WALK (bottom left).
 - 16' DRIVEWAY WIDTH (top right).
- Landscaping:** The plan includes a LANDSCAPE CORRIDOR at the bottom and various landscaping elements such as trees and shrubs throughout the site.

Note: (3) ornamental grasses are equal to (1) shrub

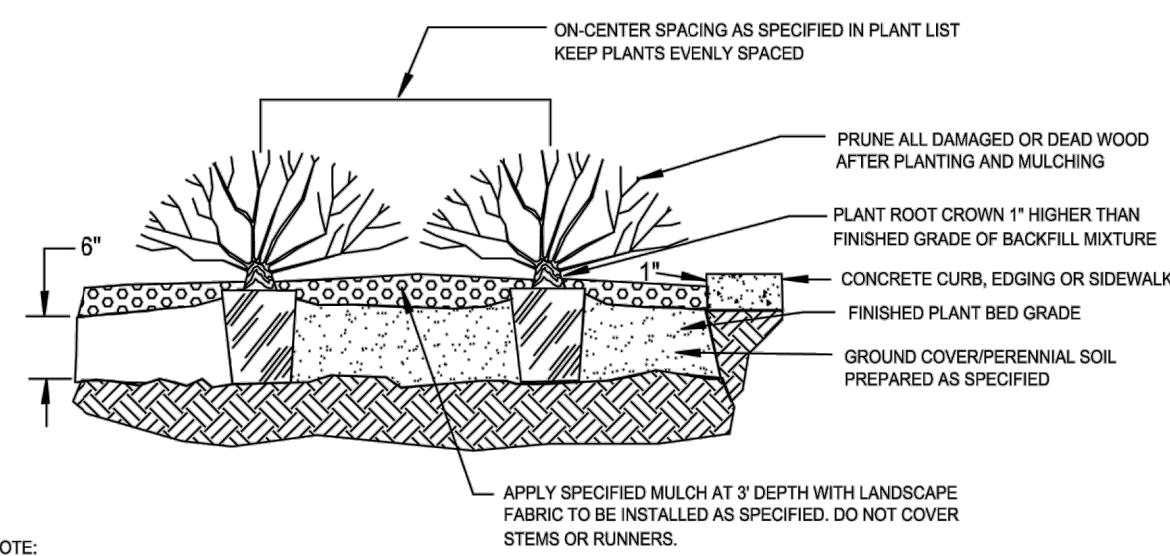
1. Frontyard, green court facing landscaping and automatic irrigation system for each home per the above chart.
2. Backyard, alley facing landscaping and automatic irrigation system on either side of the parking area for each residential lot.
3. A minimum of 50% live material between the front of the house and the walk unless approved by the City.
4. Plant all turf areas with drought tolerant grass varieties, such as turf type tall fescue (dwarf hybrids) mix. Any turf mix containing bluegrass varieties shall contain a maximum of 25% bluegrass, i.e. 75% to 90% fescue, 25% to 10% bluegrass.
5. Turf in the private yard, as shown above, may be substituted with artificial turf upon HOA approval.

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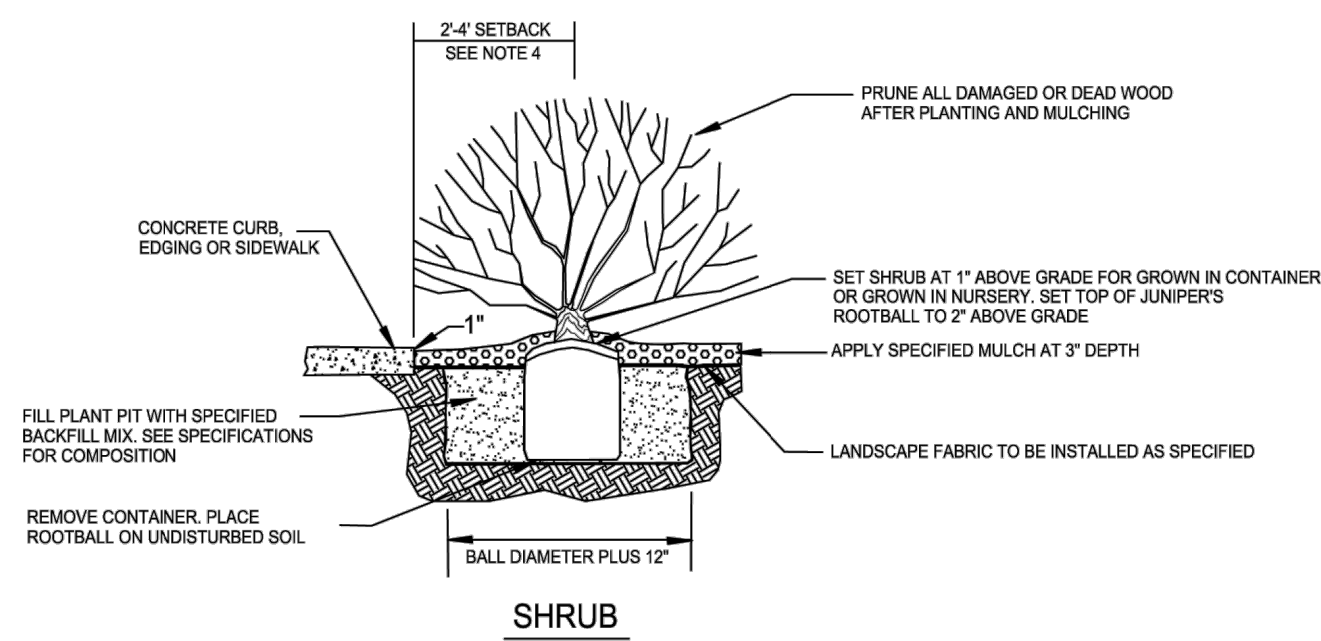


TREE PLANTING

NOT TO SCALE

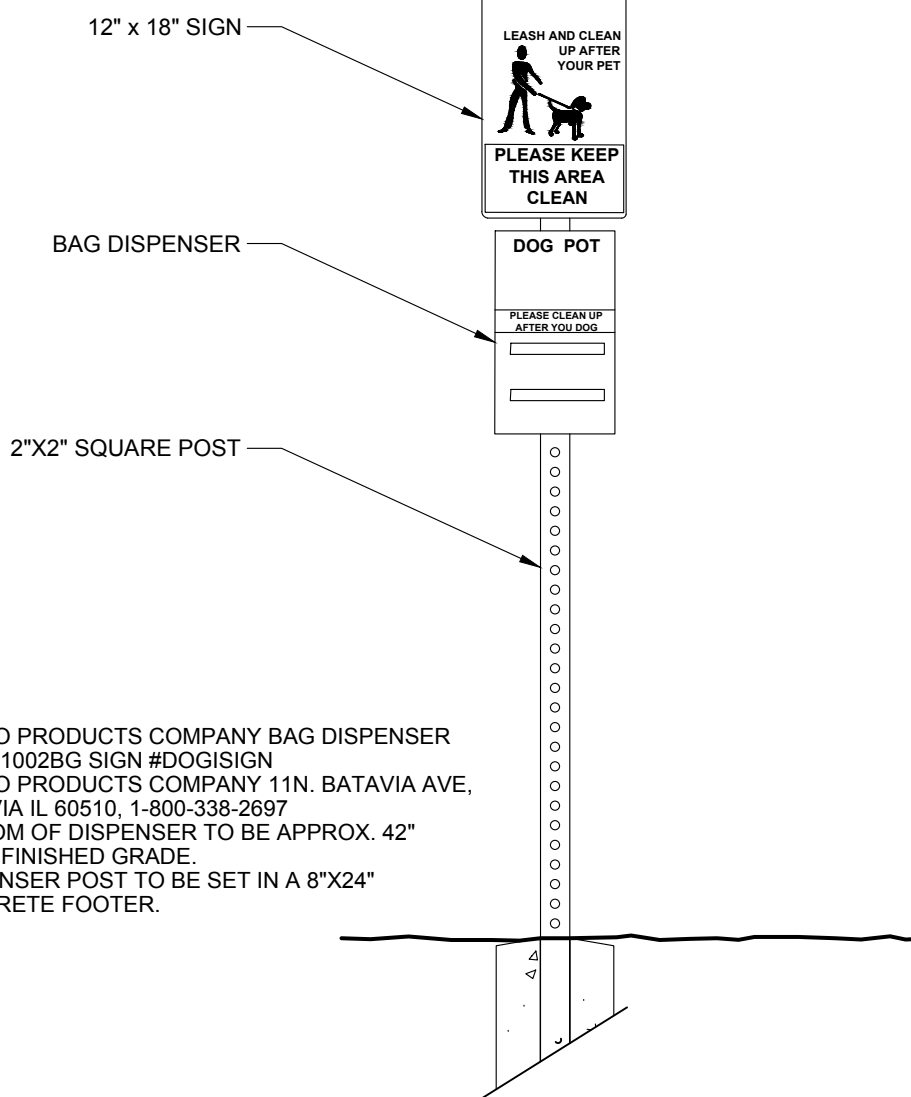


GROUNDCOVER / PERENNIAL



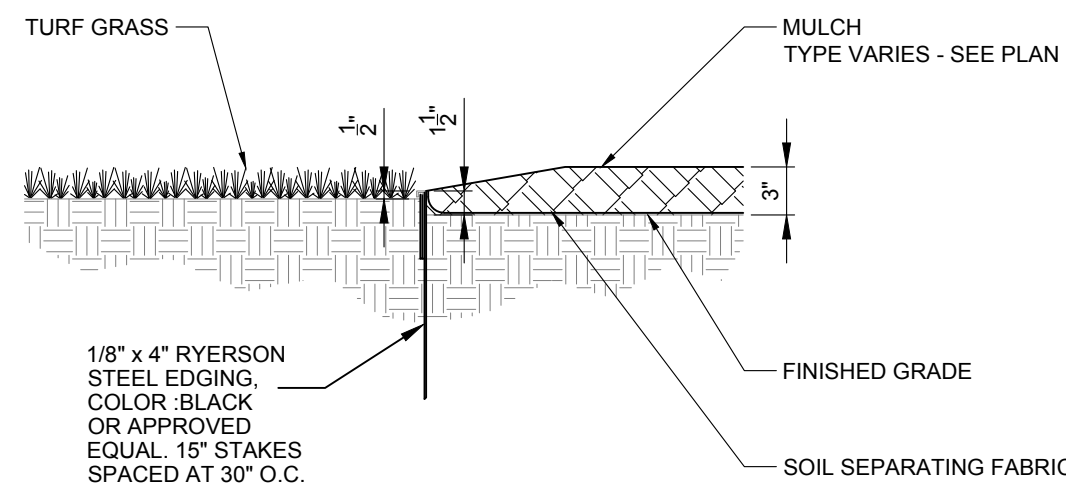
SHRUB PLANTING

NOT TO SCALE



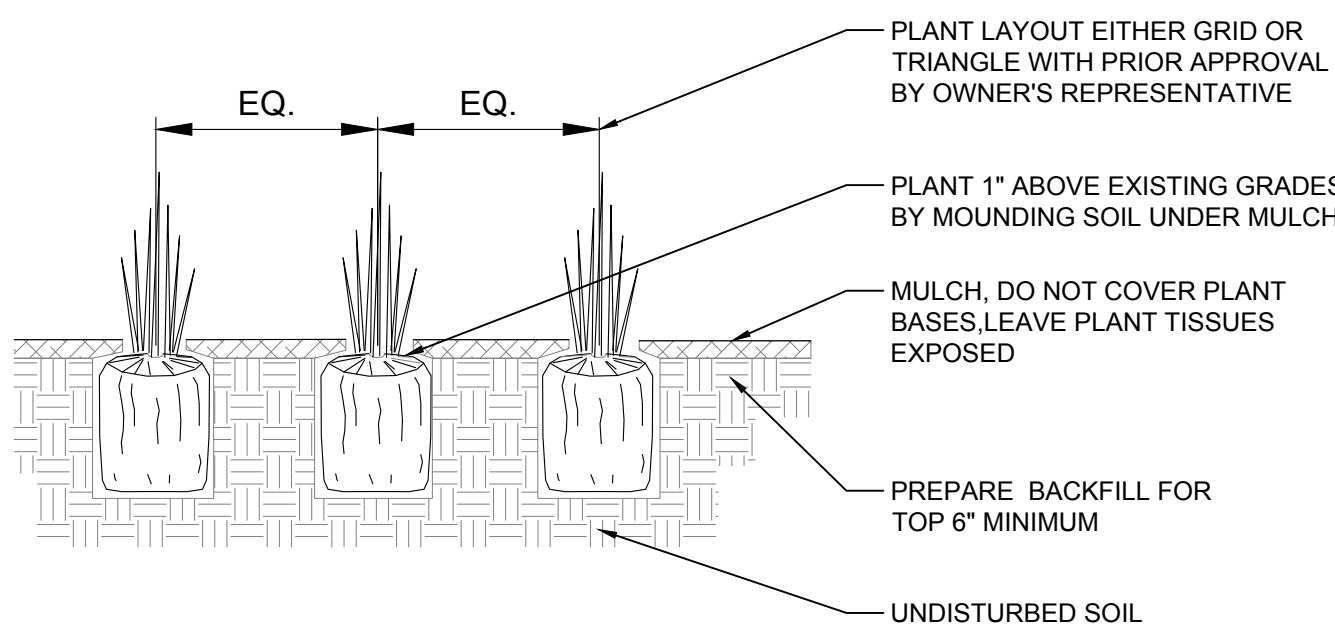
DOG STATION

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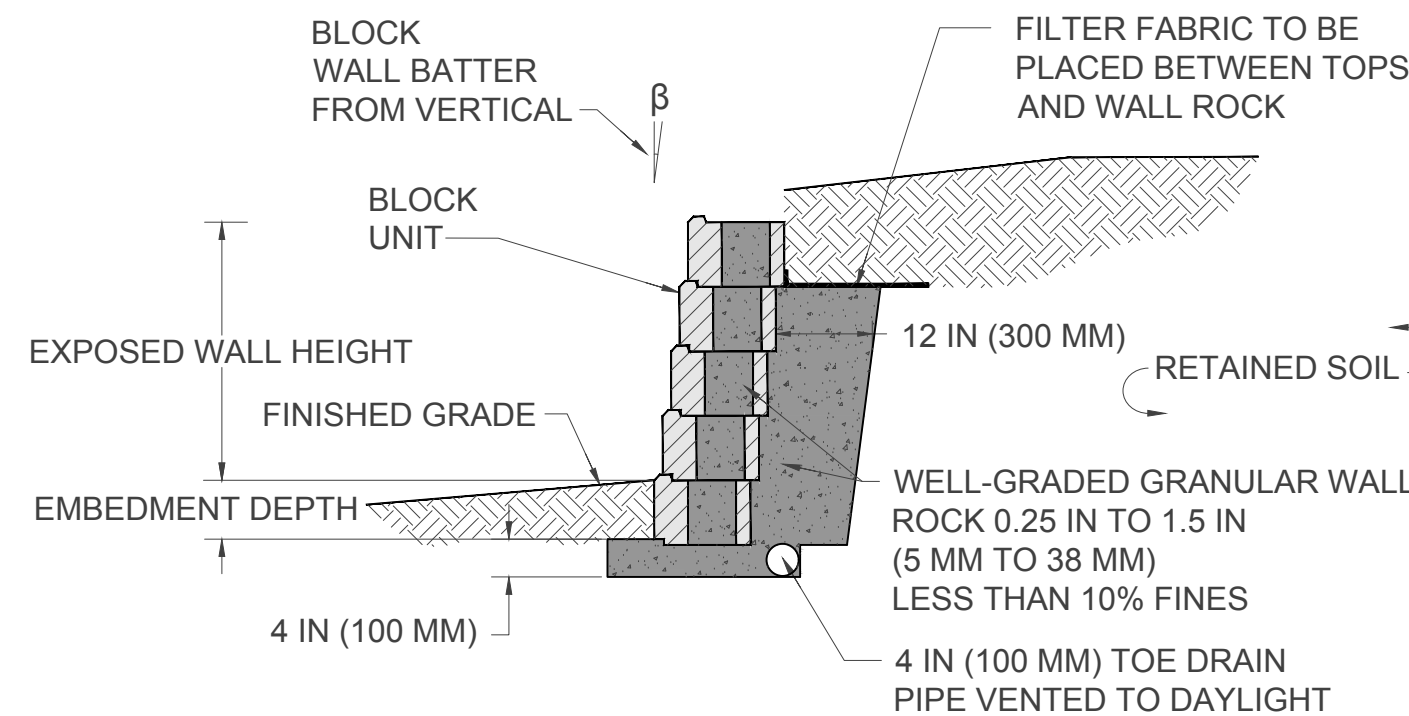
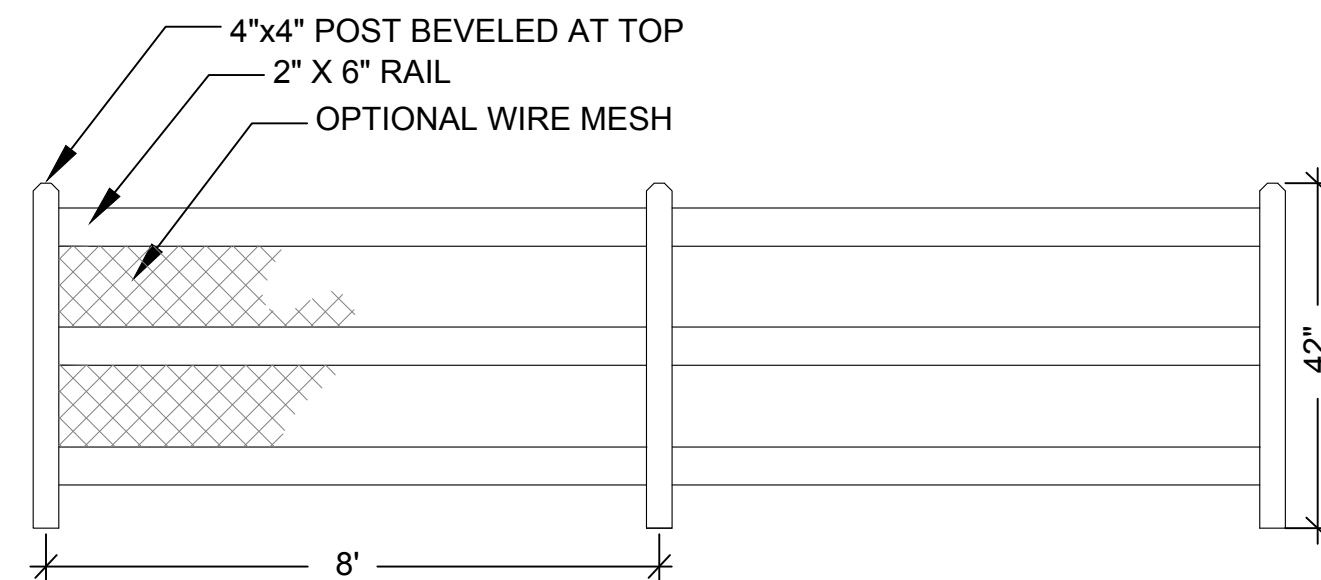
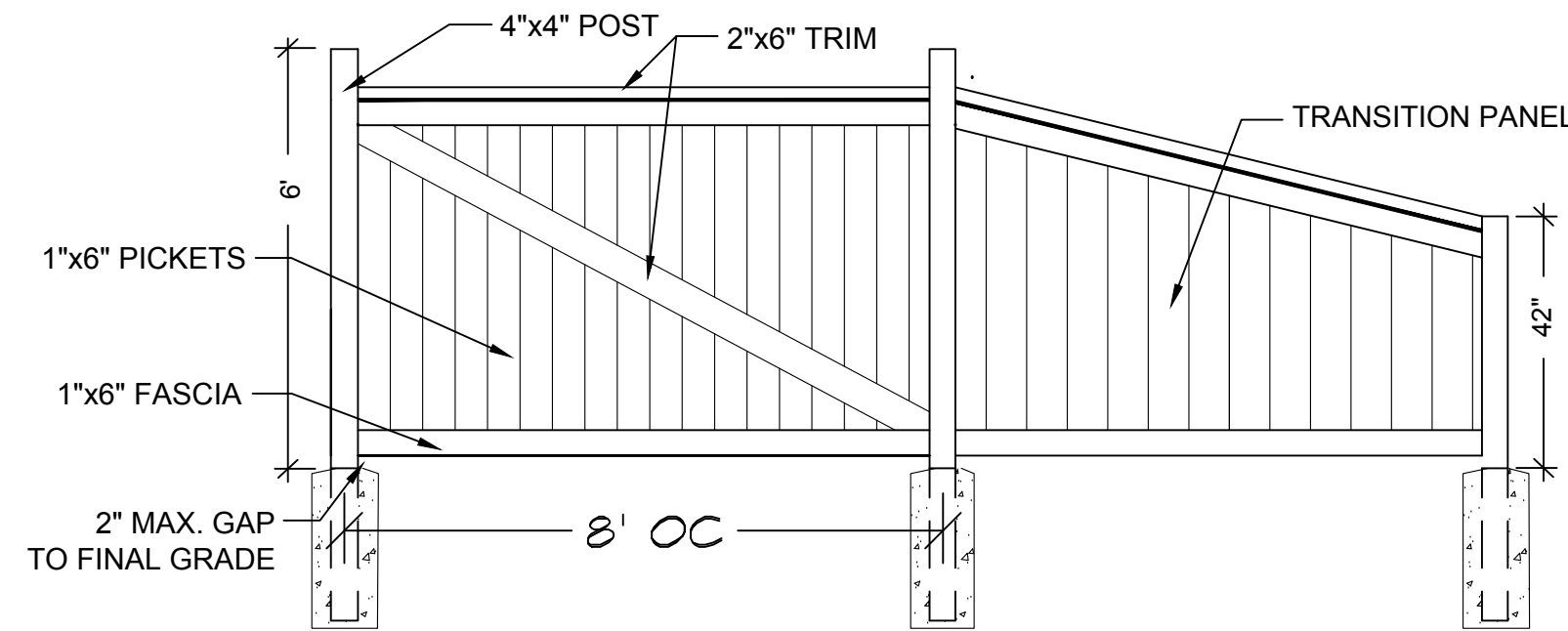
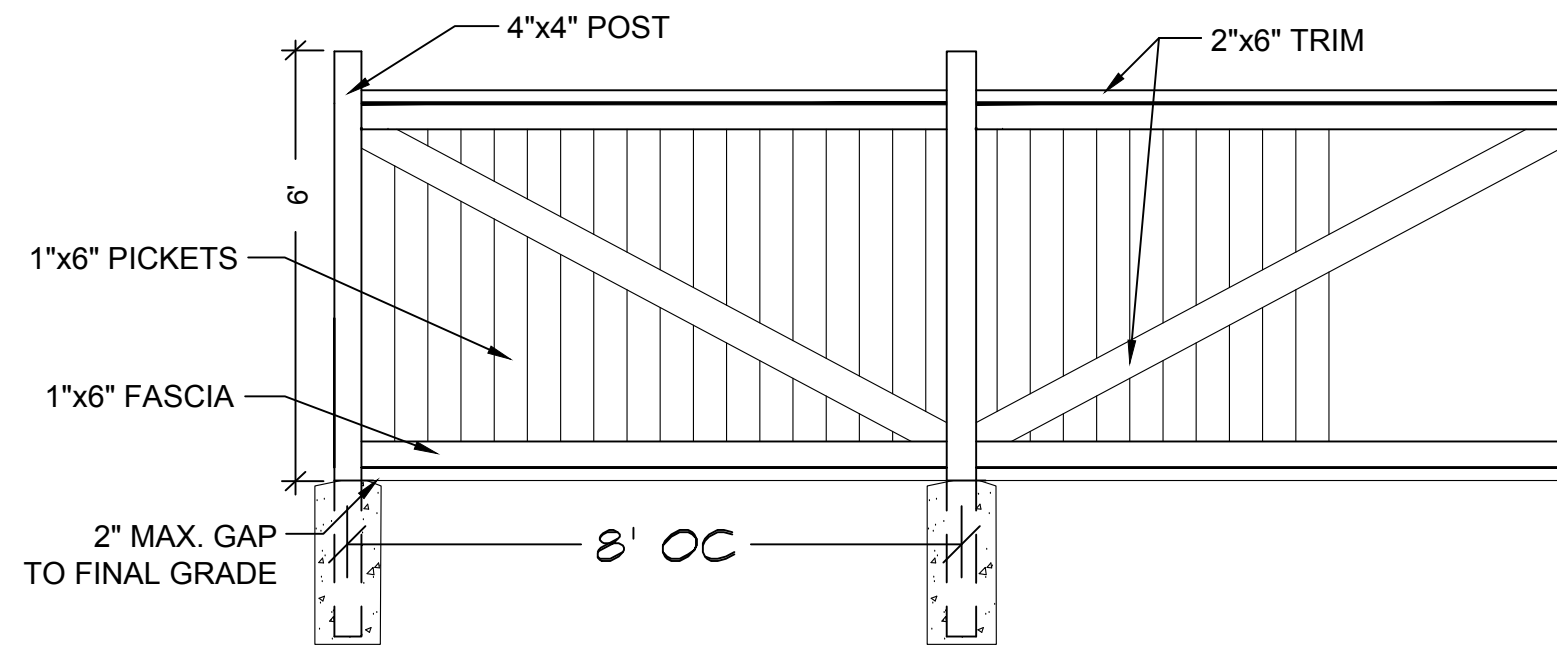
EDGING

SCALE: 1"=1'-0"



PERENNIAL PLANTING

NOT TO SCALE



MURATA FARMS FILING NO. 3 PRELIMINARY PLAT/ PUD LANDSCAPE DETAILS

SHEET

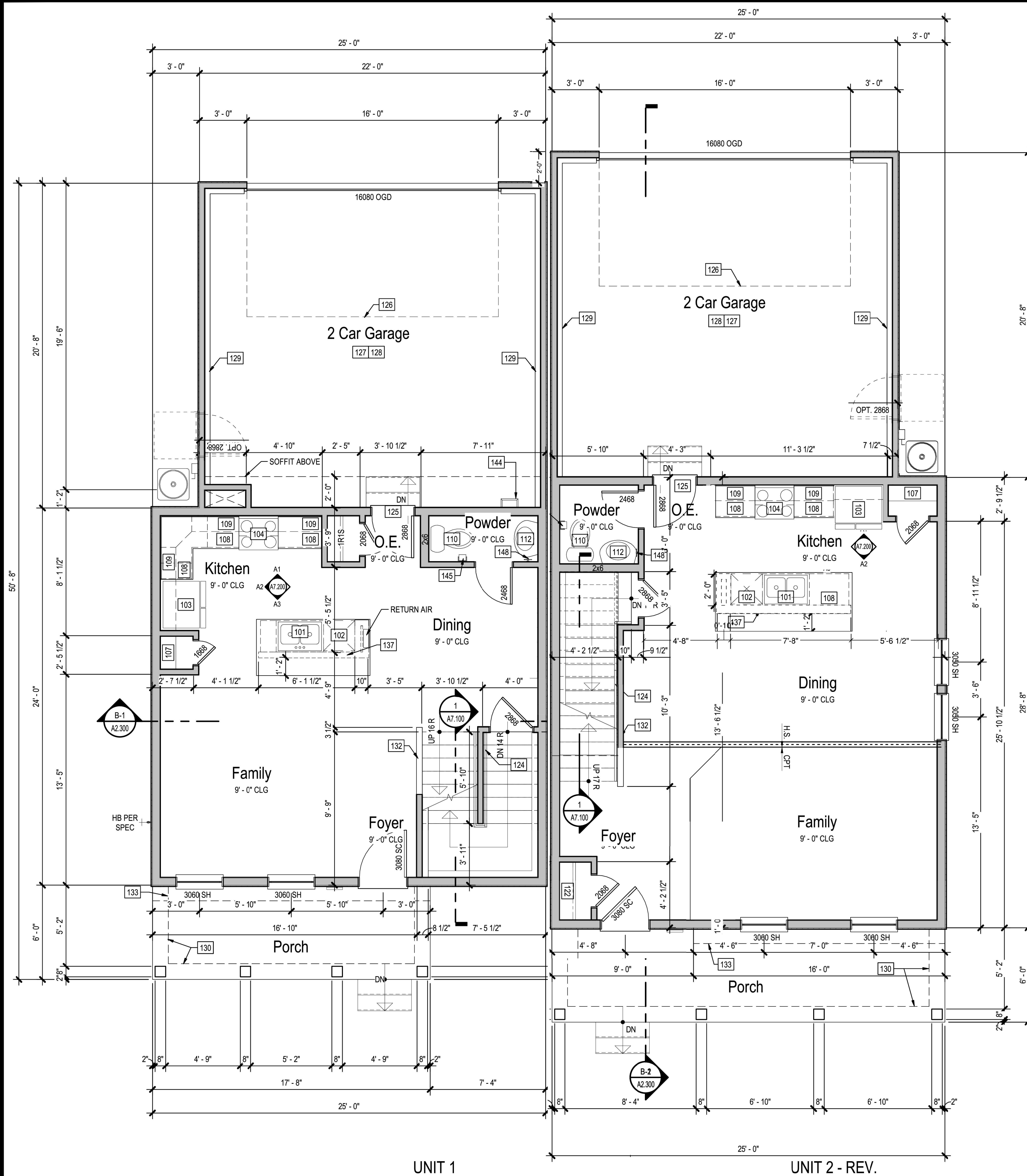
12

LANDSCAPE ARCHITECT / PLANNER
henry design group
Landscape Architecture • Planning • Entitlements
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
303.446.1236 • henydesigngroup.com

ENGINEER:
Redland
WHERE GREAT PLACES BEGIN
7233 ARIZONA OFFICE
11000 E. Harvard Avenue, Suite 100
Littleton, Colorado 80120
REDLAND.COM

APPLICANT:
COLA
Colorado Land Acquisition
6711 Columbia Gateway Drive,
Columbi, MD 21046

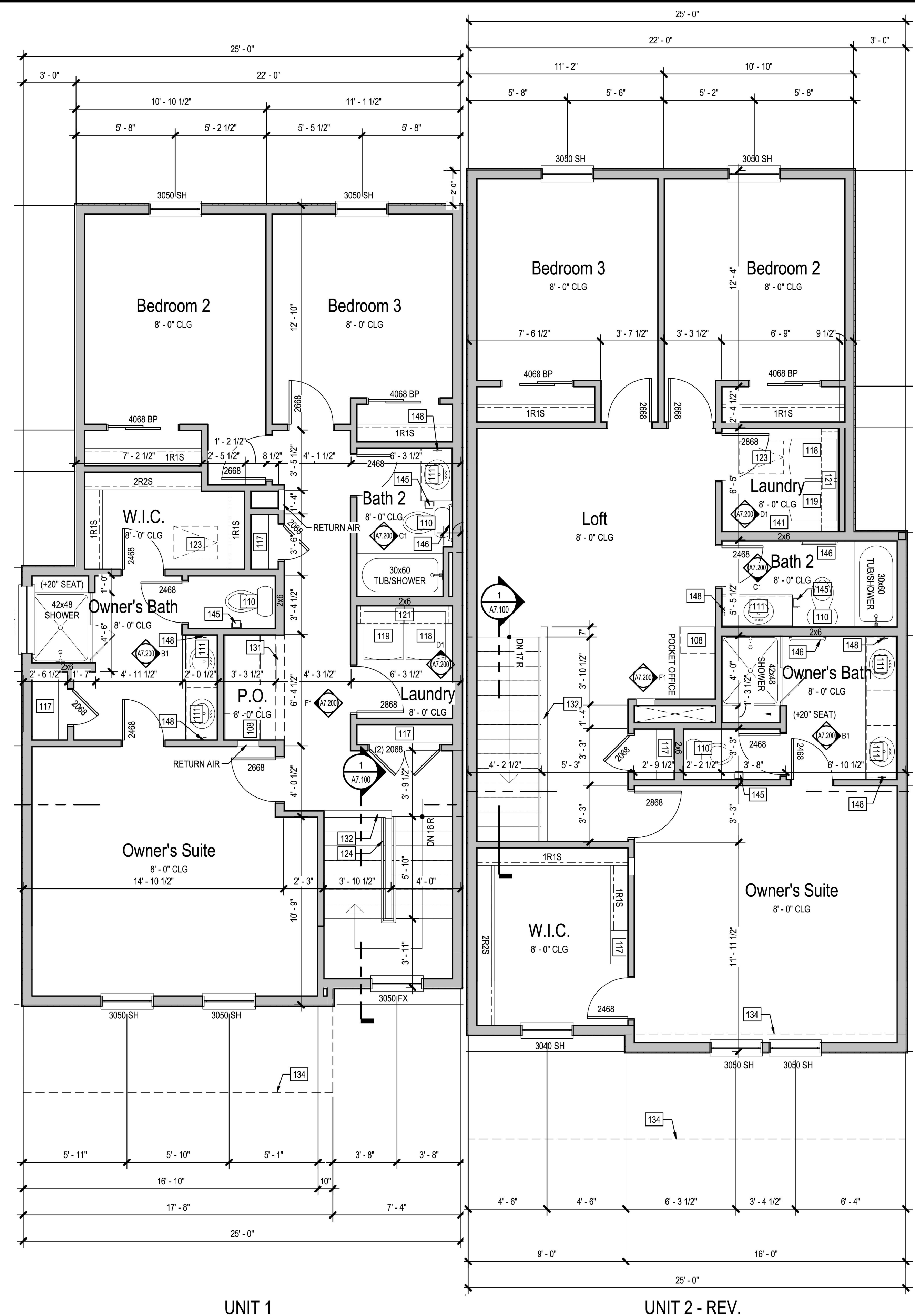
PROJECT NO.	DATE	NO.	NOTES
2023-08-17	1	1ST SUBMITTAL	
2024-01-19	2	2ND SUBMITTAL	
2024-03-07	3	3RD SUBMITTAL	



Main Floor Plan

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

NOTE: "For Informational Purposes Only"



Upper Floor Plan

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

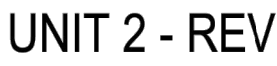
NOTE: "For Informational Purposes Only"



SCALE: 1/8" = 1'-0"



SCALE: 1/8" = 1'-0"



UNIT 1



UNIT 2 - REV.



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



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

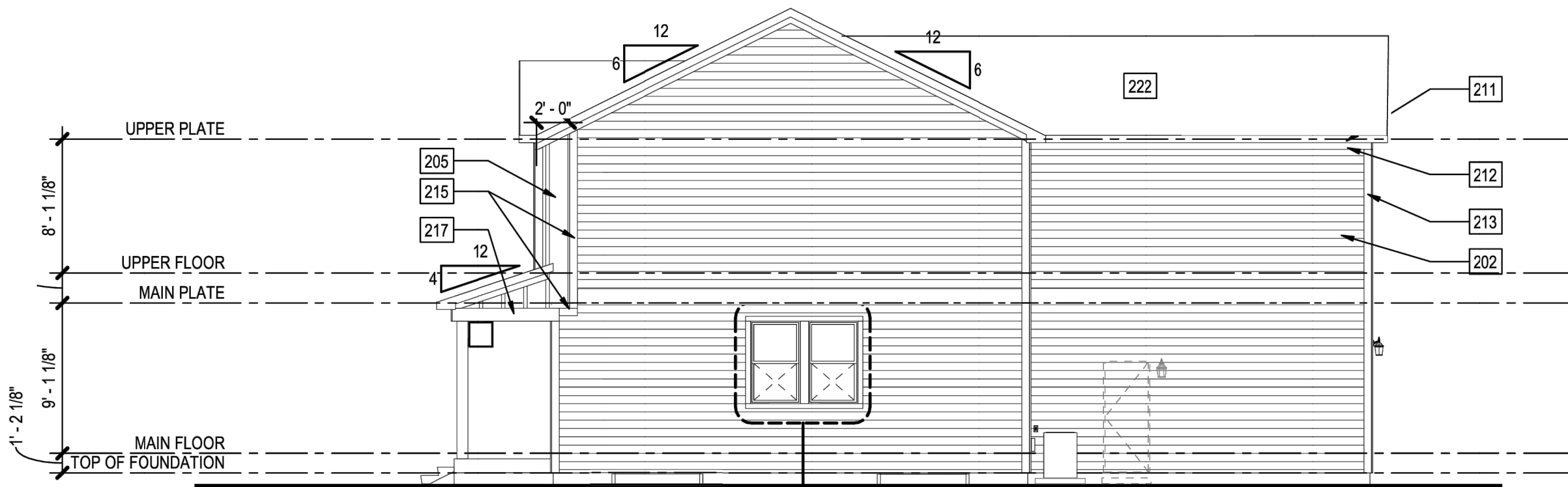
1-2 Duplex

[illegible]



Left Elevation

SCALE: 1/8" = 1'-0"



Right Elevator.

SCALE: 1/8" = 1'-0"

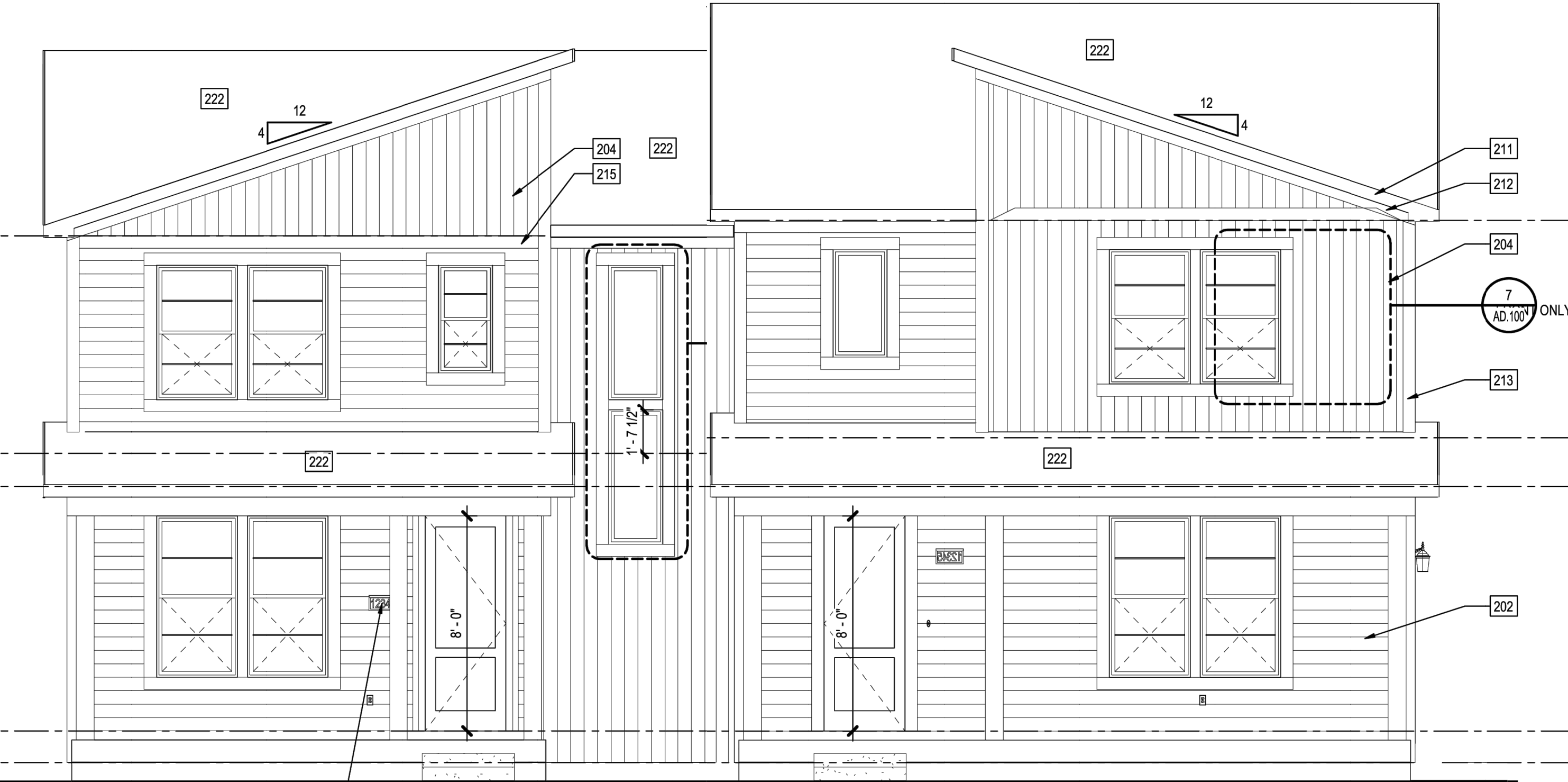


UNIT 2 - REV.

UNIT 1

Rear Elevation

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



UNIT 1

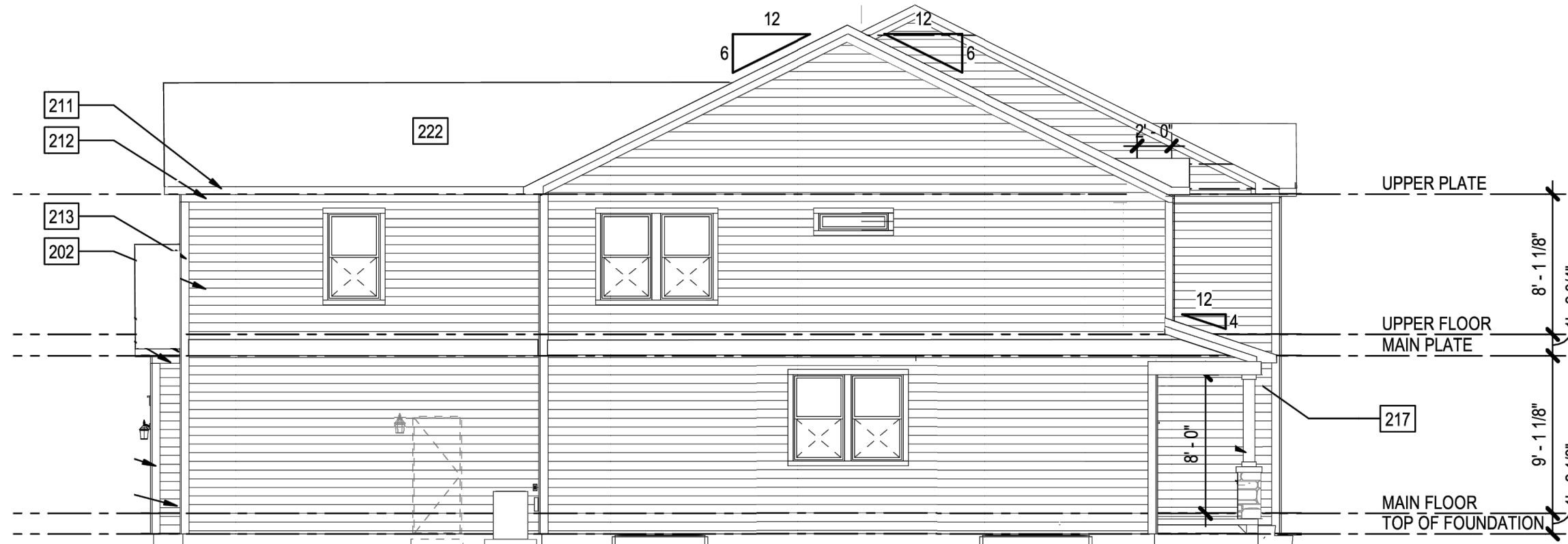
UNIT 2 - REV.

Modern Elevation

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

1-2 Duplex

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Left Elevation

SCALE: 1/8" = 1'-0"



Right Elevation

SCALE: 1/8" = 1'-0"

3
AD.100
SIDES AND REAR ONLY



UNIT 4

UNIT 3

Rear Elevation

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



UNIT 3

UNIT 4

Craftsman Elevation

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

3-4 Duplex

ARCHITECTURAL ELEVATIONS
NOT TO SCALE

LANDSCAPE ARCHITECT / PLANNER:
henry design group
Landscape Architecture • Planning • Entitlements
1101 Wave Street Suite 1-C Denver, Colorado 80202
303.446.2386 • henydesigngroup.com

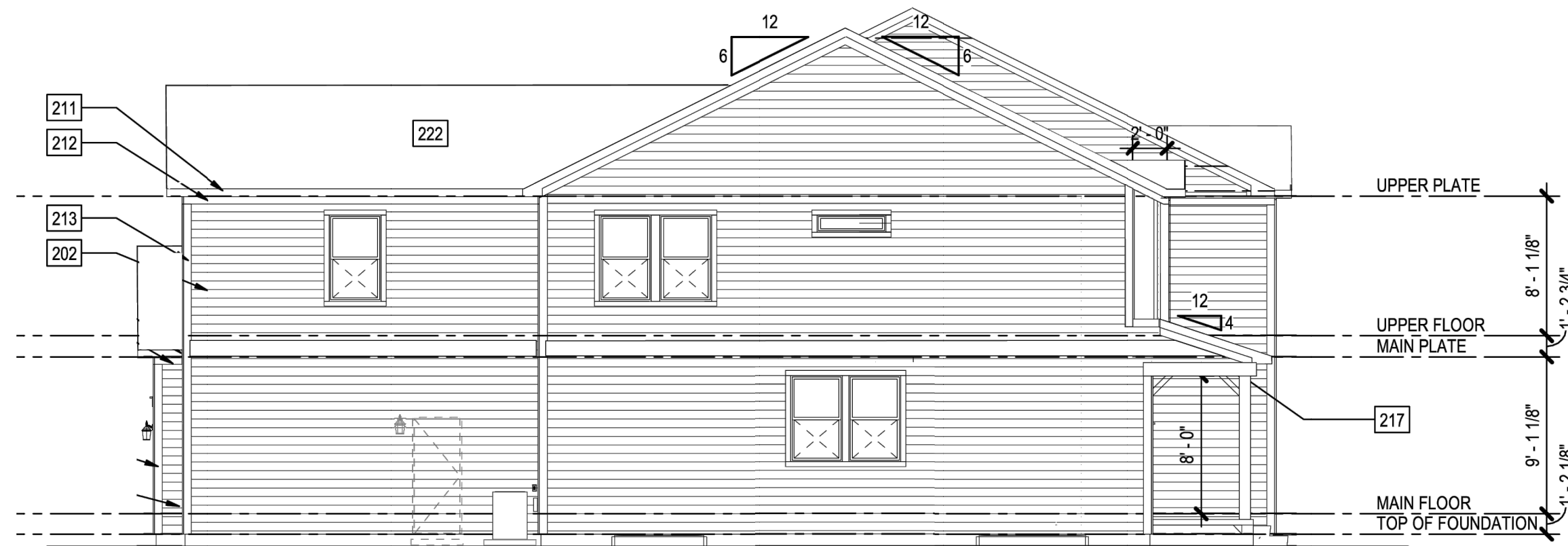
ENGINEER:
Redland
WHERE GREAT PLACES BEGIN
752.932.4782 OFFICE
11 University, Colorado 80120
REDLAND.COM

APPLICANT:
COLA
Colorado Land Acquisition
6711 Columbia Gateway Drive,
Suite 300
Columbia, MD 21046

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2024-03-27	3	3RD SUBMITTAL	

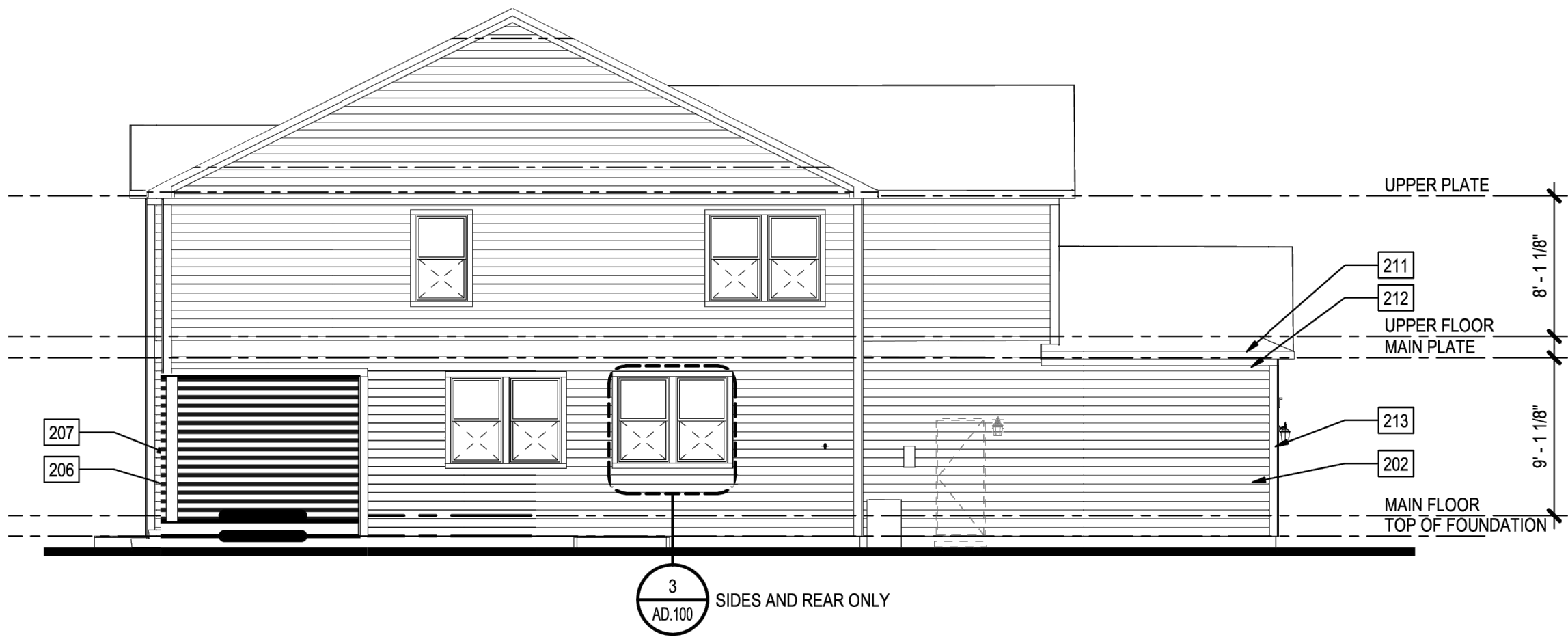
MURATA FARMS FILING NO. 3
PRELIMINARY PLAT/ PUD
ARCHITECTURAL ELEVATIONS

SHEET
18



Left Elevation

SCALE: 1/8" = 1'-0"



Right Elevation

SCALE: 1/8" = 1'-0"



UNIT 4

UNIT 3

Rear Elevation

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



UNIT 3

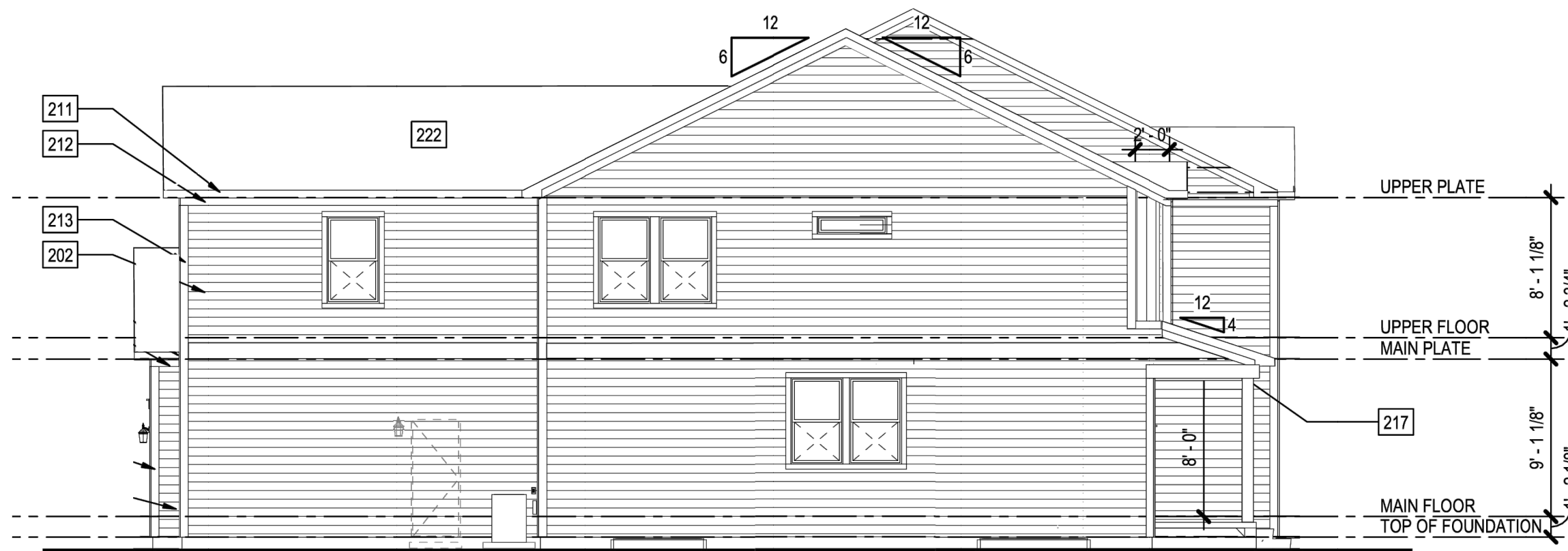
UNIT 4

Farmhouse Elevation

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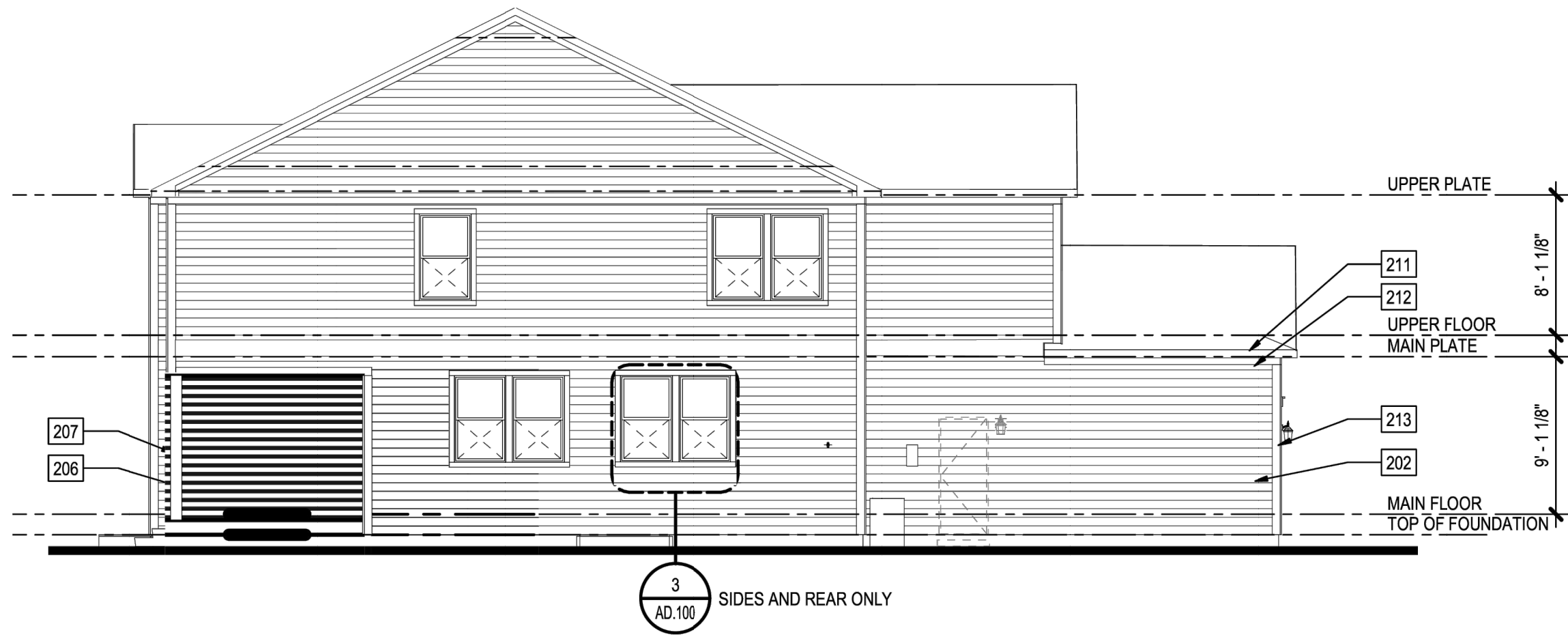
3-4 Duplex

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Left Elevation

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Right Elevation

SCALE: 1/8" = 1'-0"

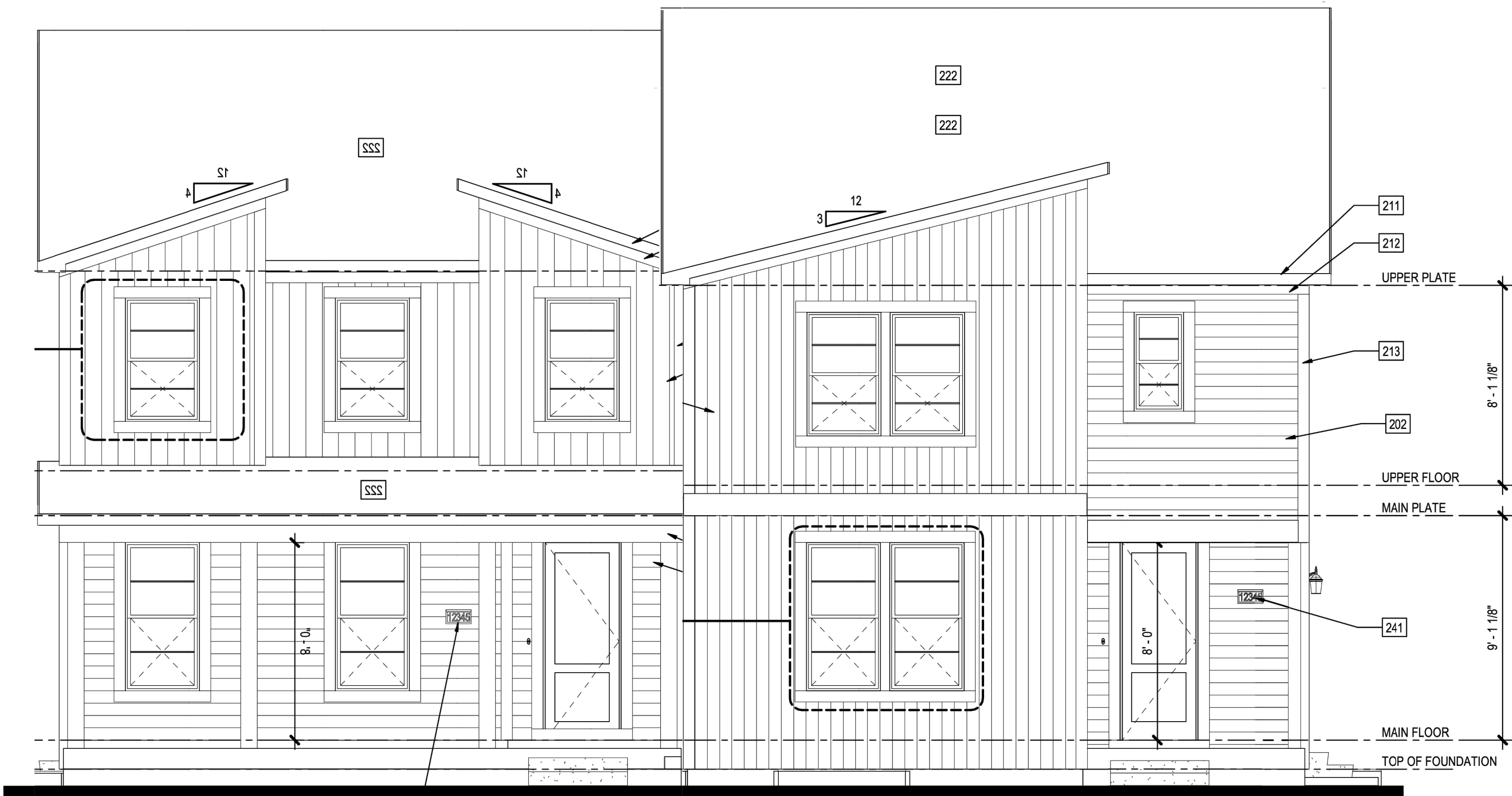


UNIT 4

UNIT 3

Rear Elevation

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



UNIT 3

UNIT 4

Modern Elevation

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

3-4 Duplex

ARCHITECTURAL ELEVATIONS
NOT TO SCALE

LANDSCAPE ARCHITECT / PLANNER:
henry design group
Landscape Architecture • Planning • Enrollments
1101 West Street Suite 1-C Denver, Colorado 80202
303.446.2386 • henydesigngroup.com

ENGINEER:
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PRELIMINARY PLAT/ PUD
ARCHITECTURAL ELEVATIONS

SHEET
20

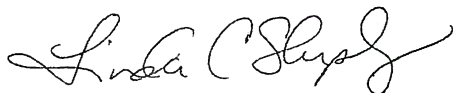
Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

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

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Weld } ss

This Affidavit of Publication for the Fort Lupton Press, a weekly newspaper, printed and published for the County of Weld, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 4/18/2024, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Fort Lupton Press

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 4/18/2024. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20134029363-204558

Jean Schaffer
Notary Public
My commission ends January 16, 2028

JEAN SCHAFFER
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20134029363
MY COMMISSION EXPIRES JAN 16, 2028

Public Notice

CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a **Preliminary Plat and PUD Plan** referred to as the **Murata Farms Preliminary Plat and PUD Plan, Filing No. 3**, located south and adjacent to Highway 52 and approximately 0.27 miles west of CR 29.5 in Fort Lupton, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, May 9, 2024, at 6:00 P.M., and before the City Council on Tuesday, May 21, 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

LOT 3, BLOCK 14, MURATA FARMS FILING NO. 1, COUNTY OF WELD, STATE OF COLORADO.

Legal Notice No. FLP1101
First Publication: April 18, 2024
Last Publication: April 18, 2024
Publisher: Fort Lupton Press



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on **the 23 day of April 2024**, a true and correct copy of the foregoing Notice of Public Hearings for the **Murata Farms Preliminary Plat and PUD Plan, Filing No. 3 (PPL2023-006)** was sent via United States Mail, postage pre-paid, to the following addresses:

TERRY PATRICIA L TRUST 1312 DENVER AVE FORT LUPTON, CO 806212638	ROWLEY DOWNS LAND COMPANY 260 KRAMERIA ST DENVER, CO 802205991
CW-BRIGGS/MURATA LLC 8655 S PRIEST DR TEMPE, AZ 852841913	VIVA LAND VENTURES LP 555 MIDDLE CREEK PARKWAY #500 COLORADO SPRINGS, CO 809213614



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

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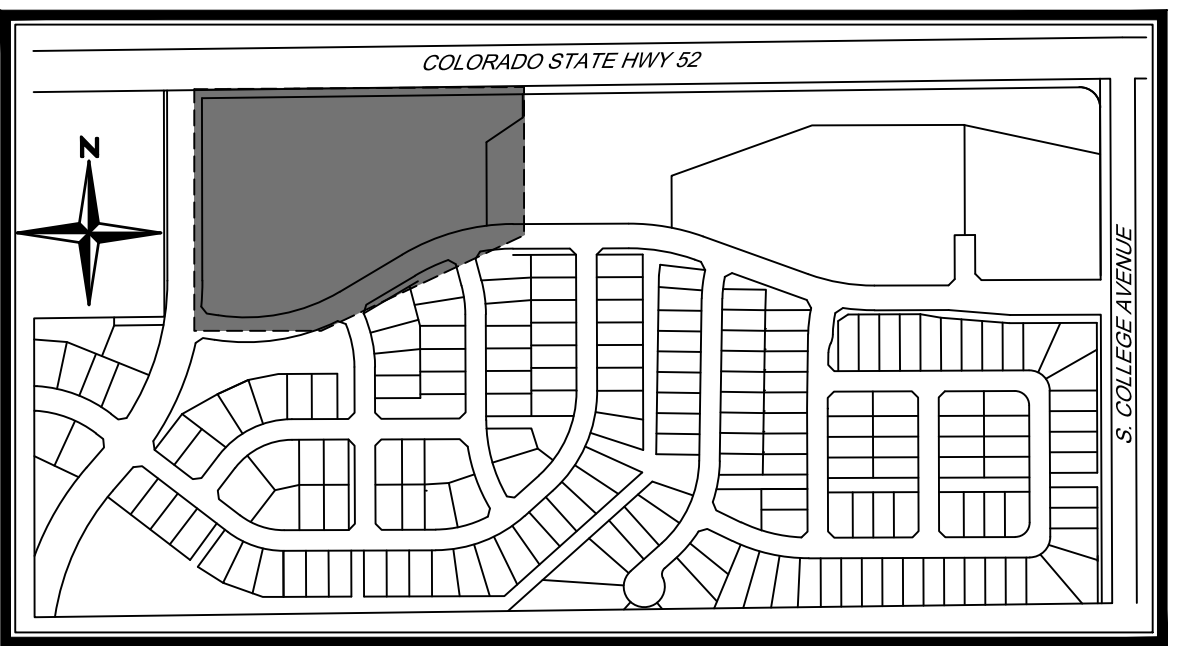
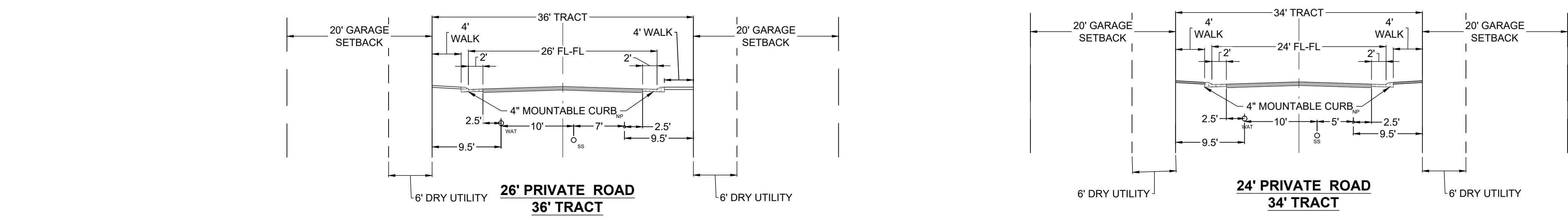
ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT BIT.LY/FLDEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: **Murata Farms Preliminary Plat and PUD Plan, Filing No. 3**

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

LOT 3, BLOCK 14, MURATA FARMS FILING NO. 1, COUNTY OF WELD, STATE OF COLORADO.

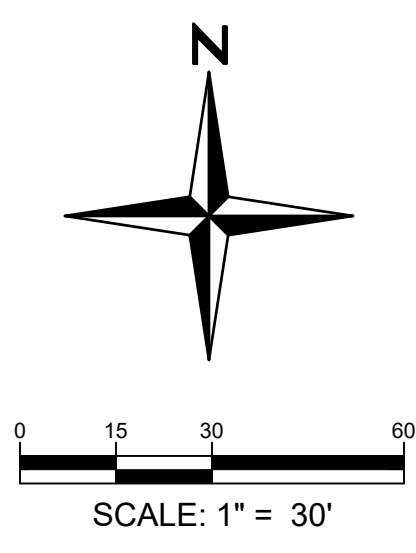
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ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT [BIT.LY/FLDEVELOPMENT](https://bit.ly/fldevelopment) AND SCROLLING DOWN TO THE ROW TITLED: Murata Farms Preliminary Plat and PUD Plan, Filing No. 3



- EXISTING LEGEND**
- PROPERTY LINE
 - R.O.W.
 - LOT LINE
 - EASEMENT LINE
 - SECTION LINE
 - ROAD CENTERLINE
 - EDGE OF PAVEMENT
 - CURB AND GUTTER
 - CONCRETE
- PROPOSED LEGEND**
- PROPERTY LINE
 - R.O.W.
 - LOT LINE
 - SETBACK
 - EASEMENT
 - ROAD CENTERLINE
 - ACCESS & UTILITY TRACT
 - LANDSCAPE TRACT
 - CURB AND GUTTER (CATCH)
 - CURB AND GUTTER (SPILL)
 - SIDEWALK



LANDSCAPE ARCHITECT / PLANNER:
henry
design
group

ENGINEER:
Redland
WHERE GREAT PLACES BEGIN

APPLICANT:
COLA
Colorado Land Acquisition

PROJECT NO: 19032.003
DATE: 2023-08-11
NO: 1
NOTES: 1ST SUBMITTAL

SHEET
4

LANDSCAPE ARCHITECTURE • PLANNING • ENTITLEMENTS
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
303.446.2346 • henrydesigngroup.com

7020 ARIZONA DRIVE
SUITE 300
LITTLETON, COLORADO 80120
REDLAND.COM

555 Middle Creek Parkway,
Colorado Springs, CO 80921

MURATA FARMS FILING NO. 3
PRELIMINARY PLAT/PUD
SITE PLAN



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Sign Posting Affidavit

Murata Farms Preliminary Plat and PUD Plan, Filing No. 3
Project No. PPL2023-006



Facing Corn St. August

Facing Hwy 52

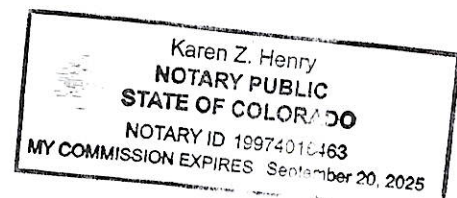
I, Alec Reutzel hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 24 day of April, 2024.

[Signature]
Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by Alec Reutzel, this 1st day of May, 2024. Witness my hand and seal.

My commission expires Sept. 20, 2025

[Signature]
Notary Public





SUBJECT FOR DISCUSSION

Approving an Ordinance to Rezone Property Legally Described in Exhibit A of the Proposed Ordinance Known as the 100-114 McKinley Ave Change of Zone.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Richard Ooi (owner and applicant) has submitted a request for rezoning of a property, legally described in Exhibit A of the proposed ordinance. The entire legal parcel is comprised of four lots, Lots 15-18 of Twombly's Addition, and is currently split zoned with Lots 15-17 zoned 'C-1' Neighborhood Commercial and Lot 18 zoned 'R-1A' Single- and Two-Family Residential. The proposed Change of Zone would rezone Lots 15-17 as 'R-1A' to match the rest of the parcel. The property is located north and adjacent to Highway 52 and east and adjacent to McKinley Ave.

In addition to the rezoning request, the applicant has submitted a Lot Line Adjustment for staff review to consolidate the property from four to two lots that separate the existing church and parsonage building into separate legal parcels. The applicant plans to use both lots as single-family residences. The Future Land Use Map designates this area as Single-Family Detached residential, which is in line with the Change of Zone request.

FINANCIAL CONSIDERATIONS

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

The Change of Zone, Lot Line Adjustment, and change of use from church to residential would create two new legal lots subject to property taxes.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

The City Council has the following options for each request:

- a) Adopt the Ordinance.
- b) Continue the hearing for additional information or further study.
- c) Do not adopt the Ordinance.

STAFF RECOMMENDATIONS

Staff and Planning Commission per Resolution P2024-006 recommends approval of the proposed Ordinance rezoning the land described in Exhibit A of the proposed Ordinance to the 'R-1A' Single- and Two-Family Residential Zone District.

Attachments:

- a. Proposed Ordinance
- b. Planning Commission Resolution P2024-006

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

- c. Planning Commission Minutes
- d. Staff Report
- e. Project Description
- f. Change of Zone Map
- g. Legal Notifications

ORDINANCE NO. 2024-xxx

INTRODUCED BY:

ADOPT AN ORDINANCE REZONING LAND LEGALLY DESCRIBED IN EXHIBIT A, AND KNOWN AS THE 100-114 MCKINLEY AVE CHANGE OF ZONE, TO THE R-1A SINGLE- AND TWO-FAMILY RESIDENTIAL ZONE DISTRICT

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

WHEREAS, under the procedures detailed in Section 16-2.03 of the Fort Lupton Municipal Code, the Applicant, Richard Ooi, submitted a request to rezone 0.257± acres of land more particularly described in Exhibit A.

WHEREAS, the Planning Commission held a public hearing on the change of zone request on May 9, 2024, and has provided City Council with Resolution No. P2024-006 recommending approval of the rezoning of land described in Exhibit A to the R-1A Single- and Two-Family Residential Zone District, with all the allowed uses 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 change of zone on the property described in Exhibit A of this Ordinance to the R-1A Single- and Two-Family Residential Zone District, and that this Ordinance is hereby approved.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 21st day of May 2024.

PUBLISHED in the Fort Lupton Press the 30th day of May 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 18th day of June 2024.

PUBLISHED BY TITLE ONLY the 27th day of June 2024.

EFFECTIVE (after publication) the 27th day of July 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

LOTS 15, 16, AND 17, BLOCK 13, TWOMBLY'S ADDITION TO THE CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

RESOLUTION NO. P2024-006

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF A CHANGE OF ZONE KNOWN AS THE 100-114 MCKINLEY AVE CHANGE OF ZONE ON A PROPERTY LOCATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing May 9, 2024 for the purpose of reviewing a change of zone known as the 100-114 McKinley Ave Change of Zone to the R-1A Single- and Two-Family Residential Zone District on a property legally described in Exhibit A of this Resolution, and

WHEREAS, after review of the application and supporting information, the Planning Commission finds that the 100-114 McKinley Ave Change of Zone application 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 300 feet, and posted notice of the public hearings on the property at least fifteen (15) days before the hearing date;

NOW THEREFORE BE IT RESOLVED, the Planning Commission has taken into consideration all referral comments and citizen testimony in response to this application. Based upon the facts presented on this date, the Planning Commission hereby recommends approval of the 100-114 McKinley Ave Change of Zone to the R-1A Single- and Two-Family Residential Zone District.

DONE THIS 9TH DAY OF MAY 2024, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.

Chairman

ATTEST:

Planning Director

EXHIBIT A

LEGAL DESCRIPTION

LOTS 15, 16, AND 17, BLOCK 13, TWOMBLY'S ADDITION TO THE CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
May 09, 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, May 09, 2024.

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

ROLL CALL

Commissioners Present: Chair Mike Simone, Members Kathy Kvasnicka, Shannon Rhoda, and Paul Witmer.

City Staff Present: Planning Director, Todd Hodges, Planner Sean McDermott, Planner Magaly Morales, and Planning Administrative Assistant Beyza Kirmizi.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Commissioner Rhoda moved to approve the consent agenda, Commissioner Witmer seconded.

PUBLIC COMMENT

There were no public comments.

ACTION ITEMS

P2024-005 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON APPROVING THE MURATA FARMS PRELIMINARY PLAT AND PUD PLAN, FILING NO. 3, FOR RESIDENTIAL SUBDIVISION WITH SINGLE-FAMILY DUPLEX HOMES

Planner Sean McDermott presented the application submitted by Henry Design Group, Inc. The application is being represented by Tim Buschar with Cola ,LLC. The site consists of land located south and adjacent to Highway 52, approximately 1,430 feet west of County Road 29 ½. The property's current use is Vacant/Agriculture land and is zoned PUD. The applicant is proposing a residential subdivision that will provide 50 paired home duplex units and requests approval of a Preliminary Plat and PUD Plan for Filing No. 3 of the Murata Farms PUD. Mr. McDermott stated that this application is reviewed in the same manner as the rest of the Murata Farms PUD, which follows the old code for major subdivisions under Section 17-22(a)(1-4) of the Subdivision Regulations. Mr. McDermott went over the site plan application process and mentioned all notifications were met. Additionally, the section that applies to this application is Section 16-45, PUD Planned Unit Development District. He continued to explain that staff believes this residential development meets the intent of PUD zoning regulations and provides a variety of residential types that offer unique and innovative design standards with the intent to increase livability, green space and usability

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
May 09, 2024

of the subdivision. The Future Land Use map designates the area as single-family attached housing units, therefore, the use aligns with Fort Lupton's Comprehensive Plan. Staff recommends conditional approval of the application. The recommended conditions include a few remaining items to be addresses as the project moves forward.

Representing Henry Design Group and Viva Land Ventures, Tim Buschar with Cola LLC was in attendance to give a presentation. Mr. Buschar went over the overall Site Plan and explained the existing conditions on the Murata Farms Filing No. 1 and Filing No. 2. The proposed Preliminary plat and PUD plan, Filing No. 3 includes 25 buildings resulting in 50 duplex units that are planned to be alley loaded homes. They will provide four parking spaces for each home with two parking spaces in the garage and two parking spaces in their driveway. Additional parking arrangements will also be provided. Mr. Buschar continued to explain that there will be two different building types with a total of four different units. The smaller paired home, consisting of unit 1 and unit 2, will offer a bigger front yard. He stated that there will be a 30' easement between Highway 52 and the property line and mentioned the design improvements to Gerry Avenue in order to allow a full movement turn. He proceeded to present the three different elevation types: Craftsman, Farmhouse and Modern.

Chair Simone opened up for public comments at 6:13pm.

There were no public comments.

Chair Simone closes public comment at 6:13pm.

Chair Simone opened up for commissioner comments at 6:14pm.

Commissioners discussed:

- Parking Spaces
- Layout of the Site Plan.
- Definition of the unique design the duplex homes offer.
- Affordable prices.
- Highway 52 trail.
- Potential traffic lights.

AMENDMENT:

Change of wording in Resolution P2024-005 from "APPROVING THE MURATA FARMS" to "RECOMMENDING TO CITY COUNCIL THE APPROVAL OF THE MURATA FARMS".

After discussion and amendment, commissioner Rhoda moved to approve P2024-005 as amended (A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of the

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
May 09, 2024

Murata Farms Preliminary Plat and PUD Plan, Filing No.3, for a Residential Subdivision with Single Family Duplex Homes), Commissioner Witmer seconded the motion.

Motion passed unanimously on roll call votes.

P2024-006 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF A CHANGE OF ZONE KNOWN AS THE 100-114 MCKINLEY AVE CHANGE OF ZONE

Planner Sean McDermott presented the application submitted by Richard Ooi. The property is located north and adjacent to Highway 52 and east and adjacent to McKinley Ave with a vacant Baptist church and parsonage being its existing use. The property is currently one legal parcel, comprising of four lots and is split-zoned, with Lots 15-17 zoned 'C-1' Neighborhood Commercial Zone District and Lot 18 zoned 'R-1A' Single- and Two-Family Residential Zone District. The Applicant has submitted a Change of Zone request to change Lots 15-17 from 'C-1' to 'R-1A' to match the rest of the parcel. A concurrent application is being reviewed administratively for a lot line adjustment to consolidate the four lots (1 legal parcel) into two separate legal lots/parcels that separate the two buildings on the property into separate lots. The property is approximately 0.336 acres and the Change of Zone area is approximately 0.257 acres. Mr. McDermott continued to explain that the purpose of the Change of Zone is to remodel the old church into a single-family residence and separate the parsonage into a separate parcel as a stand-alone single-family residence. He briefly summarized previous applications regarding this property and stated that a change of zone is processed under Chapter 16 Section 2.03 of the Fort Lupton Municipal Code. All Notification requirements have been met. The Comprehensive Plan designates the property as Single-Family residential and highlights the importance of landscaping, regular maintenance and other improvements to establish a positive atmosphere in Fort Lupton. The proposal and goals of the application align with the Comp Plan.

Richard Ooi, owner of the property, was in attendance but had no additional comments following Mr. McDermott's presentation.

Chair Simone opened up for public comments at 6:29pm.

There were no public comments.

Chair Simone closes public comment at 6:29pm.

Chair Simone opened up for commissioner comments at 6:14pm.

Commissioners discussed:

- Preservation of the building.
- Screening of the property.
- Structure of the buildings.
- Square footage of church.
- Occupancy of the building.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
May 09, 2024**

- Length of the project.

Commissioner Witmer moved to approve P2024-006 (A Resolution of the Planning Commission of Fort Lupton Recommending to City Council the Approval of a Change of Zone Known as the 100-114 McKinley Ave Change of Zone), commissioner Kvasnicka seconded it.

Motion passed unanimously on a roll call vote.

FUTURE BUSINESS

The next Planning Commission meeting is scheduled for May 23, 2024.

ADJOURNMENT

Chair Simone moved to adjourn the meeting at 6:36 PM.

Submitted by

Beyza Kirmizi
Planning Administrative Assistant

Approved by Planning Commission

Mike Simone
Chair



100-114 MCKINLEY AVE CHANGE OF ZONE STAFF REPORT
PROJECT NO. COZ24-001

PROJECT DESCRIPTION

Project No.: COZ24-001

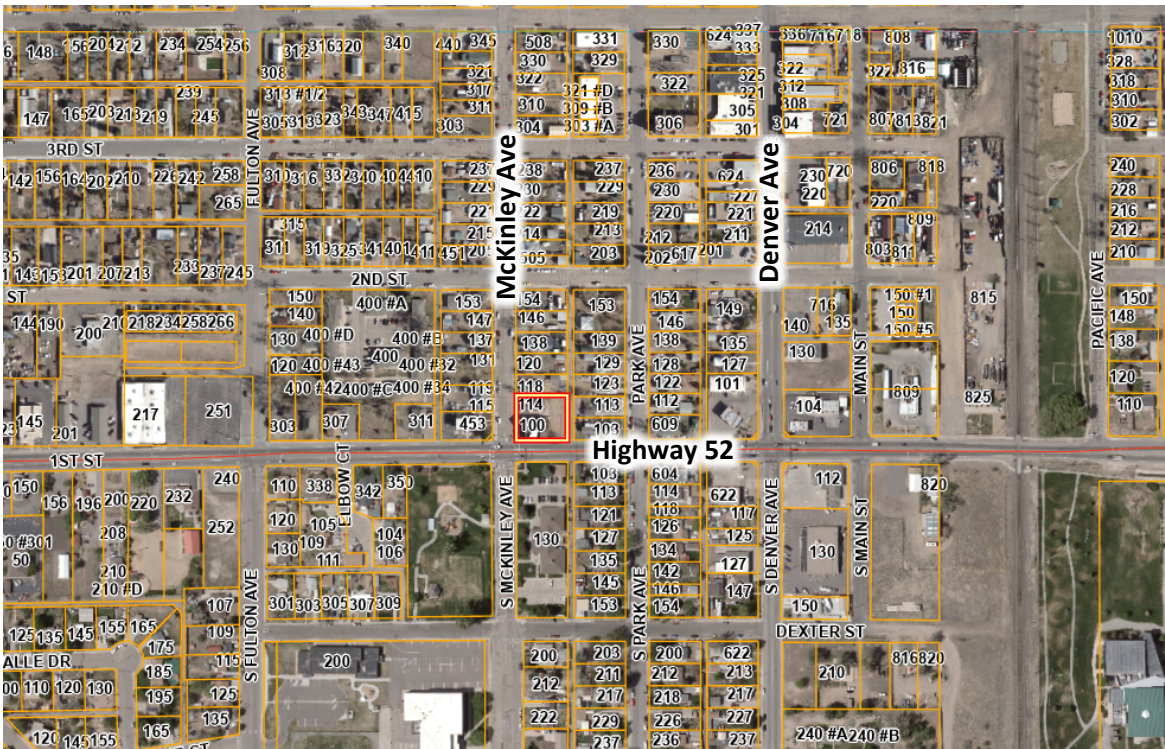
Project name: 100-114 McKinley Ave Change of Zone

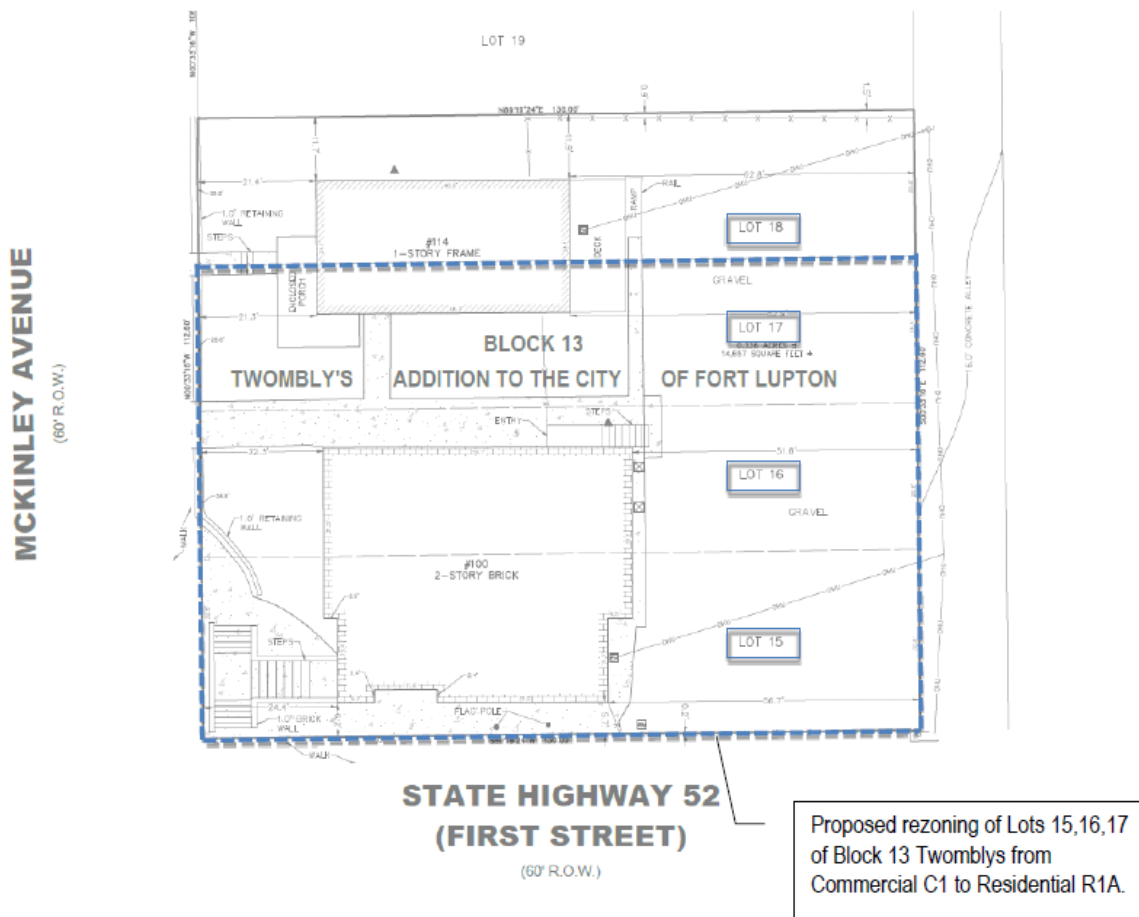
Owner's Name: Richard Ooi ("Applicant")

Representative: N/A

Location of Request:

The site is located north and adjacent to Highway 52 and east and adjacent to McKinley Ave (the Property). The Property is located in the Northeast Quarter of Section 6, Township 1 North, Range 66 West of the 6th P.M., City of Fort Lupton, County of Weld, State of Colorado.





Nature of Request:

The Property described above is currently one legal parcel, comprised of four lots- Lots 15-18 of Block 13 of Twombly's Addition. The Property is currently split-zoned, with Lots 15-17 zoned 'C-1' Neighborhood Commercial Zone District and Lot 18 zoned 'R-1A' Single- and Two-Family Residential Zone District.

The Applicant has submitted a Change of Zone request to change Lots 15-17 from 'C-1' to 'R-1A' to match the rest of the parcel. A concurrent application is being reviewed administratively for a lot line adjustment to consolidate the four lots (1 legal parcel) into two separate legal lots/parcels that separate the two buildings on the property into separate lots.

Site Size: The Property is 0.336 acres, more or less. The Change of Zone area is 0.257 acres, more or less.

Current Zone District: Split-zoned:

- Lots 15, 16, 17: 'C-1' Neighborhood Commercial.
- Lot 18: 'R-1A' Single- and Two-Family Residential.

Proposed Zone District: 'R-1A' Single- and Two-Family Residential.

Proposed Use: Remodel the old church into a single-family residence. Separate the parsonage into a separate parcel as a stand-alone single-family residence.

Existing Use: Vacant church and parsonage.

Hearing Dates: Planning Commission – May 9, 2024 at 6:00 PM; and
City Council – May 21, 2024 at 6:00 PM.

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

Staff Recommendation: Approval.

SUMMARY OF PREVIOUS APPLICATIONS

On January 15, 1903, the Twombly's Addition to the City of Fort Lupton was recorded.

After review of previous zoning maps, the entire parcel was zoned residential in 1970. In 1978, the property appears to have been split zoned residential and commercial, with Lot 15 appearing to be the only commercial piece until 2008. In 2008, it appears that the existing zoning was established with Lots 15-17 zoned commercial and Lot 18 zoned residential.

An Administrative Plat-Lot Line Adjustment application is being reviewed concurrently with this application. This is a staff review.

APPLICATION PROCESS

The Applicant is requesting approval of a change of zone to the 'R-1A' Single and Two-Family Residential Zone District.

A change of zone is processed under [Chapter 16 Section 2.03](#) of the Fort Lupton Municipal Code ("Code"). After required public notice of the Change of Zone, the Planning Commission shall consider the application, referral comments, and any public testimony at a public hearing and make a recommendation to City Council to approve, approve with conditions, or deny the Change of Zone. The Planning Commission's comments shall be based on the evidence presented, conformance with the Comprehensive Plan and compliance with the City's standards, regulations, and policies.

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

NOTIFICATION REQUIREMENTS

The Fort Lupton Development Code requires published notice of the hearings at least fifteen (15) days prior to the hearings. The Planning Commission and City Council hearings were published in the Fort Lupton Press on April 18, 2024.

Notice of the public hearings were posted on the Property pursuant to the Zoning Regulations at least fifteen (15) days prior to the hearings.

Notice was mailed to neighbors within three-hundred (300) feet of the Property on April 23, 2024.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

The Property is located within the 'C-1' Neighborhood Commercial Zone District and 'R-1A' Single- and Two-Family Zone District, governed by Section 16-4.01 of the Fort Lupton Municipal Code.

The Applicant wishes to change the zone of the Property to be entirely 'R-1A' Single- and Two-Family Residential Zone District, governed by Section 16-4.01 of the Fort Lupton Municipal Code. The intent of the R-1A Zone District is to provide residential living (detached houses) in low-density suburban or walkable neighborhood settings, with access to supporting uses such as schools, churches, parks and other public facilities.

Section 2.03 outlines applicable review criteria for a Change of Zone that are as follows:

- (1) The proposal is in accordance with the goals and objectives of the Comprehensive Plan and any other plan, policy or guidance adopted pursuant to that plan.

The Comprehensive Plan designates the property as Single-Family Detached residential and calls for the area to "demonstrate the quality of Fort Lupton neighborhoods." It also says that "[l]andscaping, regular maintenance, and other improvements should be emphasized to establish a positive first impression of Fort Lupton." With the church being vacant for years and the applicant's plans to improve landscaping and appearance on the site, the Change of Zone better directly meets the goals of the Comp Plan.

- (2) The proposal will enable development in character with existing or anticipated development in the area considering the design of streets, civic spaces and other open space; the pattern, scale and format of buildings and sites; and the compatibility and transition with other complementary uses and development.

The rezoning and associated residential improvements would improve the character and design of the historic church building and its perception from Highway 52, with nearby parks and civic uses.

- (3) Whether the area has changed since the existing zoning has been in place, or is it changing to a degree that it is in the public interest to rezone the property.

The church has been underutilized and vacant/for sale in recent years. Rezoning the property serves the public interest by improving the site through a residential use that will improve the appearance of the historic property.

- (4) The City or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district.

Services are already in place for the property.

- (5) The change will serve a community need, provide an amenity or accommodate development that is not possible under the current zoning or that was not anticipated at the time of the initial zoning of the property, making the proposed zoning more appropriate than the current zoning.

The Change of Zone is required to accommodate redevelopment of the church building for residential use. The change to a residential use fits the owner's desires, improves the streetscape

appearance with the owner's plans, and meets the Comprehensive Plan, thus making it more appropriate than current zoning. Neighborhood assembly uses are also an allowed use in R1-A, meaning the property could transition back to a church in the future if the owner so chooses.

- (6) Any reasonably anticipated negative impacts on the area or adjacent property either are mitigated by sound planning, design and engineering practices or are outweighed by broader public benefits to the surrounding community.

The residential use should have less impact than neighborhood assembly uses.

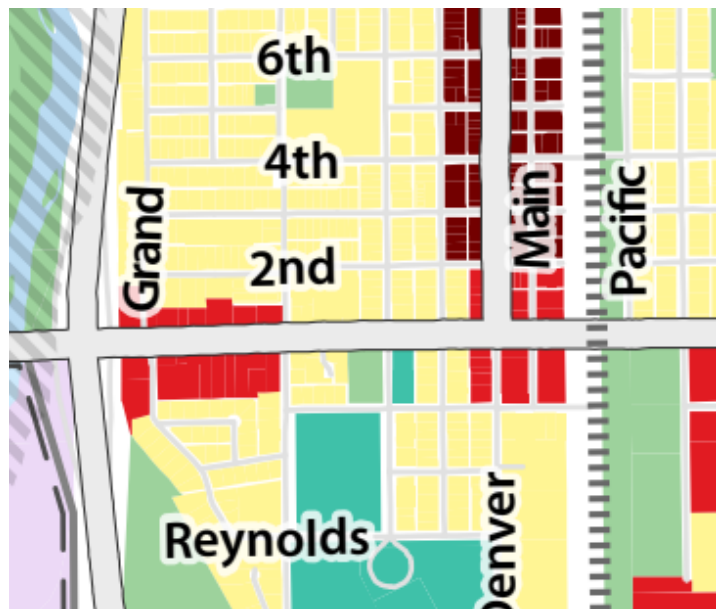
The Change of Zone request meets the criteria listed above. In addition, eliminating a split-zoned property cleans up potential zoning-related problems with the site.

The Applicant has submitted the required documents pursuant to the Code.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Comprehensive Plan designates the property as Single-Family Detached residential (yellow). This designation allows for neighborhoods of predominantly single family detached homes on individual lots. This can also include a scattered mix of higher density residential and public and semi-public uses.

Additionally, the 1st Street Corridor Subarea plan within the Comprehensive Plan designates this area as part of the 1st Street Residential area. According to the plan, this area "is dominantly residential, including single family homes with supporting uses. As such, the atmosphere and built form differs greatly compared to commercial areas to the east and west. Given available development opportunities elsewhere in the City, commercial investment should be discouraged in this area. Instead, residential uses should be preserved and enhanced to demonstrate the quality of Fort Lupton's neighborhoods. Individual properties should utilize side roads for primary access to limit curb cuts along 1st Street. Screening and landscaping should create a positive appearance while reducing the impact of 1st Street automobile traffic on residential properties. Landscaping, regular maintenance, and other improvements should be emphasized to establish a positive first impression of Fort Lupton."



With this in mind, the Change of Zone to R1-A is in line with the future land use map and directly aligns with the goals of the subarea plan for the 1st Street Residential area.

REFERRALS

Referrals were provided to the list below. Any comments received are included for review at the link below.

City Attorney	Police Chief	Public Works Director
Building Inspector	CDOT	Development Review Engineer
GIS Specialist	Weld County GIS	Weld County Dept. of Public Health & Environment
Economic Development Manager	Fort Lupton Fire Protection District	Fulton Ditch Company
Western Midstream	United Power	Comcast
CenturyLink	Xcel Energy	Postmaster
Weld County School District RE-8		

STAFF RECOMMENDATION

Staff recommends approval. The Change of Zone application both forwards the goals of the Comprehensive Plan for use and character of the specific location of the property and meets the criteria for review within the City's development standards. In addition, the change of zone would clean up the split-zoning on the property and allow the applicant to improve the entire site for the desired residential use. The concurrent lot line adjustment (staff review) will create two legal lots with an existing building on each, which will increase the City's tax base and brings the properties back into a desirable use for the City.

For more information on this development, please refer to the documents found at:

<https://www.fortluptonco.gov/DocumentCenter/Index/858>

Project Narrative

Objective

We would like to split the property into two (2) plats and rezone the church into a single-family residence.

Existing Zoning : C1

One Deed with existing Zone Classification is C1 - General Commercial (Mixed-use). The property includes 2 structures.

1. 100 McKinley Ave - church
2. 114 McKinley Ave - Accessory Dwelling Unit (residential), 3B/1B single-family home)

Proposed Zoning : R1A

We would like to convert the entire property into two (2) R1A single-family residences.

1. 100 McKinley Ave - single-family residence
2. 114 McKinley Ave - single-family residence

Description of Site

Lot 15-18 of Block 13 Twomblys currently has 2 properties (house and church) on site that were built in year 1921. These properties currently hold the address of 100 & 114 McKinley Ave, Ft Lupton 80621.

These properties are currently located on a residential row of single-family residences. While the house will remain residential, the church is currently the outlier in the block.

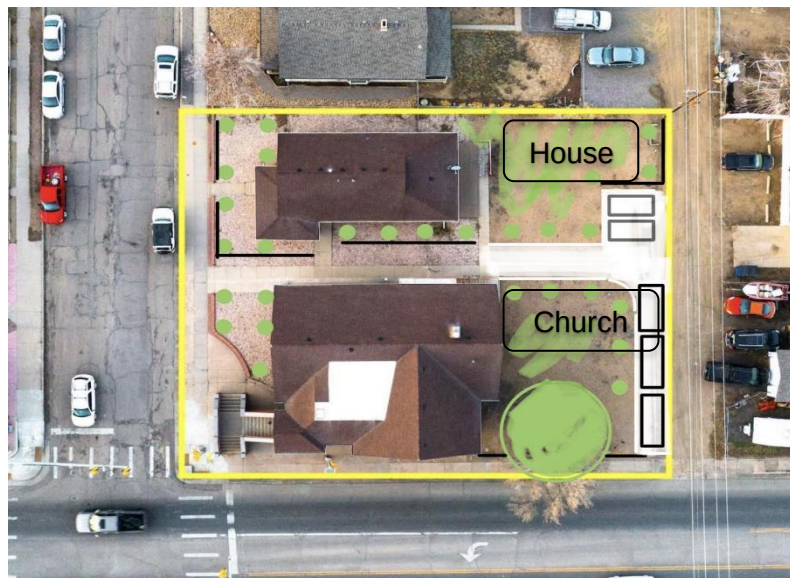


Figure 1: Aerial view of Block 15, 16, 17 and 18 of Twomblys



Figure 2: Street view of 2 properties currently on Block 15, 16, 17 and 18 of Twomblys

Proposed Uses and General Site Layout

The intention is to renovate the existing structure with preservation and restoration in mind. The property shall be split into two (2) R1A single-family residences, while preserving the architectural integrity of the building throughout this transformation. There will be no change to the exterior structure or footprint of the buildings.

Upon completion of this project, a separate ownership deed shall be available for each of the following properties.

1. 100 McKinley Ave - single-family residence
2. 114 McKinley Ave - single-family residence

Potential Impact on Adjacent Properties

There is no negative impact anticipated from this development on adjacent properties after the rezone and administrative plat have been completed. Traffic is expected to be low and will be internal through the proposed shared alleyway. The perimeters of each lot will be buffered in accordance with the outcome and criteria of this application. All existing utility connections are already in place with no need for additional connections.

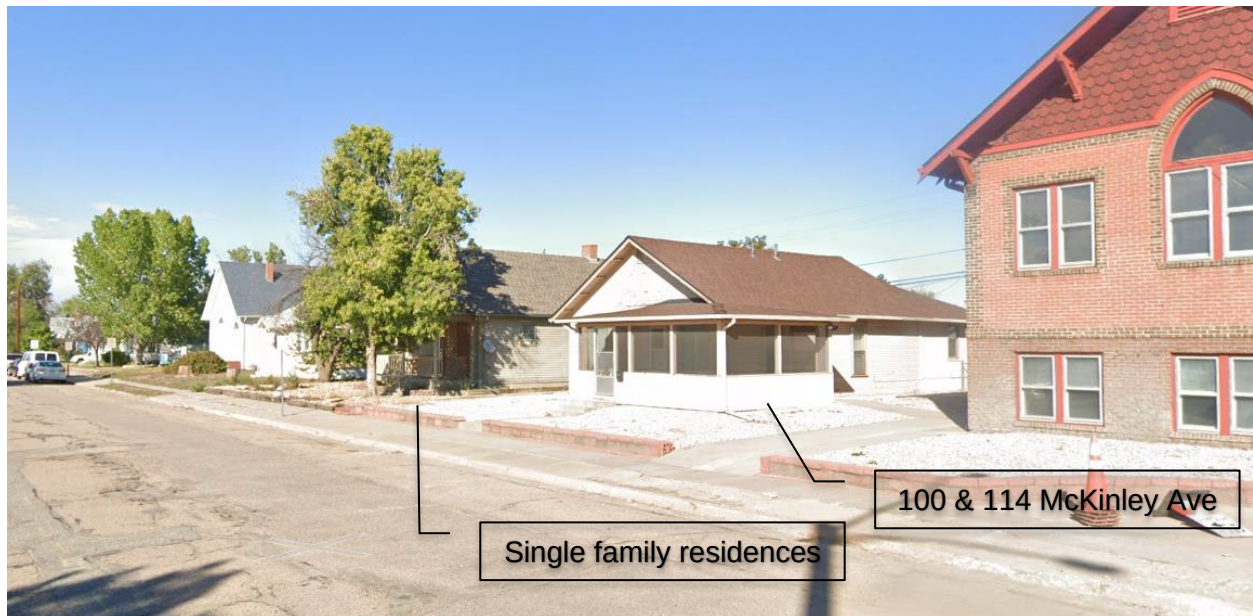


Figure 3: Evidence of compatibility with the area

Conclusion

The proposed rezoning of the property for residential use aligns with the intent and vision of the city. Please refer to the Future Land Use Map extracted from the City of Fort Lupton Comprehensive Plan (adopted May 2018).

The uses will contribute to, enhance, and promote the welfare of the area by increasing the uniformity of land use and the street appeal will be further enhanced by renovation upgrades and increased tenancy.

The proposed rezoning of the property will not be detrimental to the public health, safety, or general welfare. The proposed use conforms in all other respects to all applicable City of Fort Lupton zoning regulations and standards.



Figure 4: Aerial view of city and location of existing property

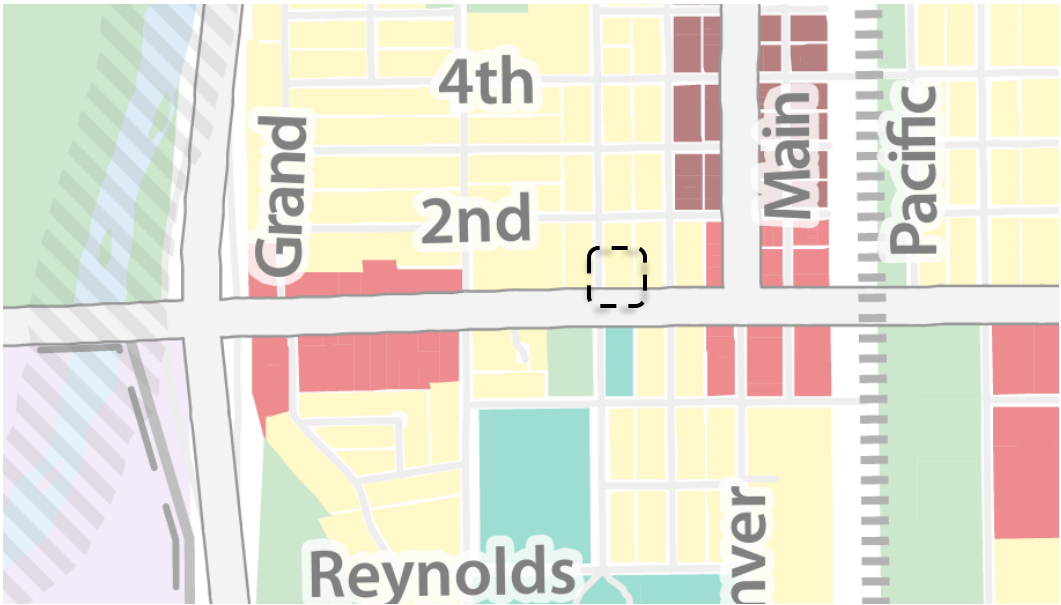
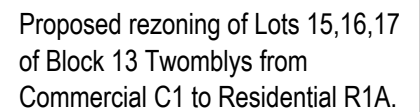


Figure 5: Aerial view of city's Comprehensive Plan, illustrating the proposed rezoning of the designated property for residential purposes.

MCKINLEY AVENUE



Proposed zoning : R1A - single-family residence

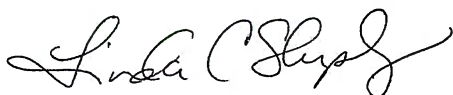
Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

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

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Weld } ss

This Affidavit of Publication for the Fort Lupton Press, a weekly newspaper, printed and published for the County of Weld, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 4/18/2024, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



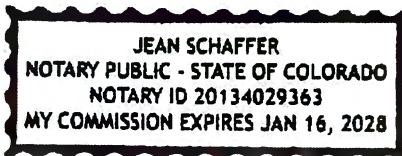
For the Fort Lupton Press

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 4/18/2024. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20134029363-202796

Jean Schaffer
Notary Public
My commission ends January 16, 2028



Public Notice

CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a **Change of Zone** referred to as the **100-114 McKinley Ave Change of Zone**, located at 100 and 114 McKinley Ave in Fort Lupton, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, May 9, 2024, at 6:00 P.M., and before the City Council on Tuesday, May 21, 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

LOTS 15, 16, 17, AND 18, BLOCK 13, TWOMBLY'S ADDITION TO THE CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

Legal Notice No. FLP1100
First Publication: April 18, 2024
Final Publication: April 18, 2024
Publisher: Fort Lupton Press



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on the **23 day of April, 202⁴**, a true and correct copy of the foregoing Notice of Public Hearings for the **100-114 McKinley Ave Change of Zone (COZ24-001)** was sent via United States Mail, postage pre-paid, to the following addresses:

BEARSON DAIRY LLC 9208 COUNTY ROAD 25 FORT LUPTON, CO 806219308	GALINDO JANNELLY R, 146 PARK AVE FORT LUPTON, CO 80621	TETREAULT MICHAEL J PO BOX 1 FAIRPLAY, CO 804400001
CAMENGA JOHN RAYMUND 112 PARK AVE FORT LUPTON, CO 806211926	SEGOVIA ANDREW 1165 S DENVER AVE FORT LUPTON, CO 806218373	FIRST UNITED METHODIST CHURCH 306 PARK AVE FORT LUPTON, CO 806211930
WEISHAAR ANGELA RENEE 118 MCKINLEY AVE FORT LUPTON, CO 806211950	ANTUNA IRENE G 113 PARK AVE FORT LUPTON, CO 80621	LOPEZ FAUSTINO J 123 PARK AVE FORT LUPTON, CO 806211925
VONFELDT BARBARA 10933 COUNTY ROAD 22 FORT LUPTON, CO 806219315	SMITHER DONALD R JR 139 PARK AVE FORT LUPTON, CO 806211925	MALMGREN SUZANNA ELEANOR 153 PARK AVE FORT LUPTON, CO 80621
MOWRER ALAN R 131 MCKINLEY AVE FORT LUPTON, CO 806211941	TERRY PATRICIA L TRUST 1312 DENVER AVE FORT LUPTON, CO 806212638	HOUSING AUTHORITY OF THE CITY OF FT 400 2ND ST FORT LUPTON, CO 806211959
DEPARTMENT OF TRANSPORTATION STATE OF COLORADO 4201 E ARKANSAS AVE DENVER, CO 802223406	KEO LEAP 604 1ST ST FORT LUPTON, CO 806211923	MARKWARDT RUTH ANN 118 S PARK AVE FORT LUPTON, CO 806211318
BECKHAM CINDA 135 S PARK AVE FORT LUPTON, CO 806211317	GARCIA MARK L 121 S PARK AVE FORT LUPTON, CO 806211317	SALDANA ALEXANDER SIMON 103 S PARK AVE FORT LUPTON, CO 806211317
CHAVEZ MARIA E 350 1ST ST FORT LUPTON, CO 806211949	HOLSCLAW KRISTA KAY 138 PARK AVE FORT LUPTON, CO 80621	CAMENGA THERESA YOLANDA 122 PARK AVE FORT LUPTON, CO 80621
CARLSON CASSIDIE 154 MCKINLEY AVE FORT LUPTON, CO 80621	ARKE KELLY I 146 MCKINLEY AVE FORT LUPTON, CO 806211950	TAM SAMANTHA 114 MCKINLEY AVE FORT LUPTON, CO 80621
JAIMES MARTHA 123 PARK AVE FORT LUPTON, CO 80621	VONFELDT DANIEL 129 PARK AVE FORT LUPTON, CO 80621	ESCARCEGA ARMANDO 15313 ARROWHEAD DR BRIGHTON, CO 806035743
ONORATO CRYSTAL 153 MCKINLEY AVE FORT LUPTON, CO 80621	THIESEN LARRY C (HEIRS OF) 127 S PARK AVE FORT LUPTON, CO 806211317	CHAVEZ PAMELA 3315 CHAPIN PL BROOMFIELD, CO 800238038

Fort Lupton

COLORADO

SHELL NICOLE 103 S PARK AVE FORT LUPTON, CO 80621		
---	--	--

P. Kimia
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

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The public hearings are to be held before the Planning Commission on Thursday, May 9, 2024, at 6:00 P.M., and before the City Council on Tuesday, May 21, 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.

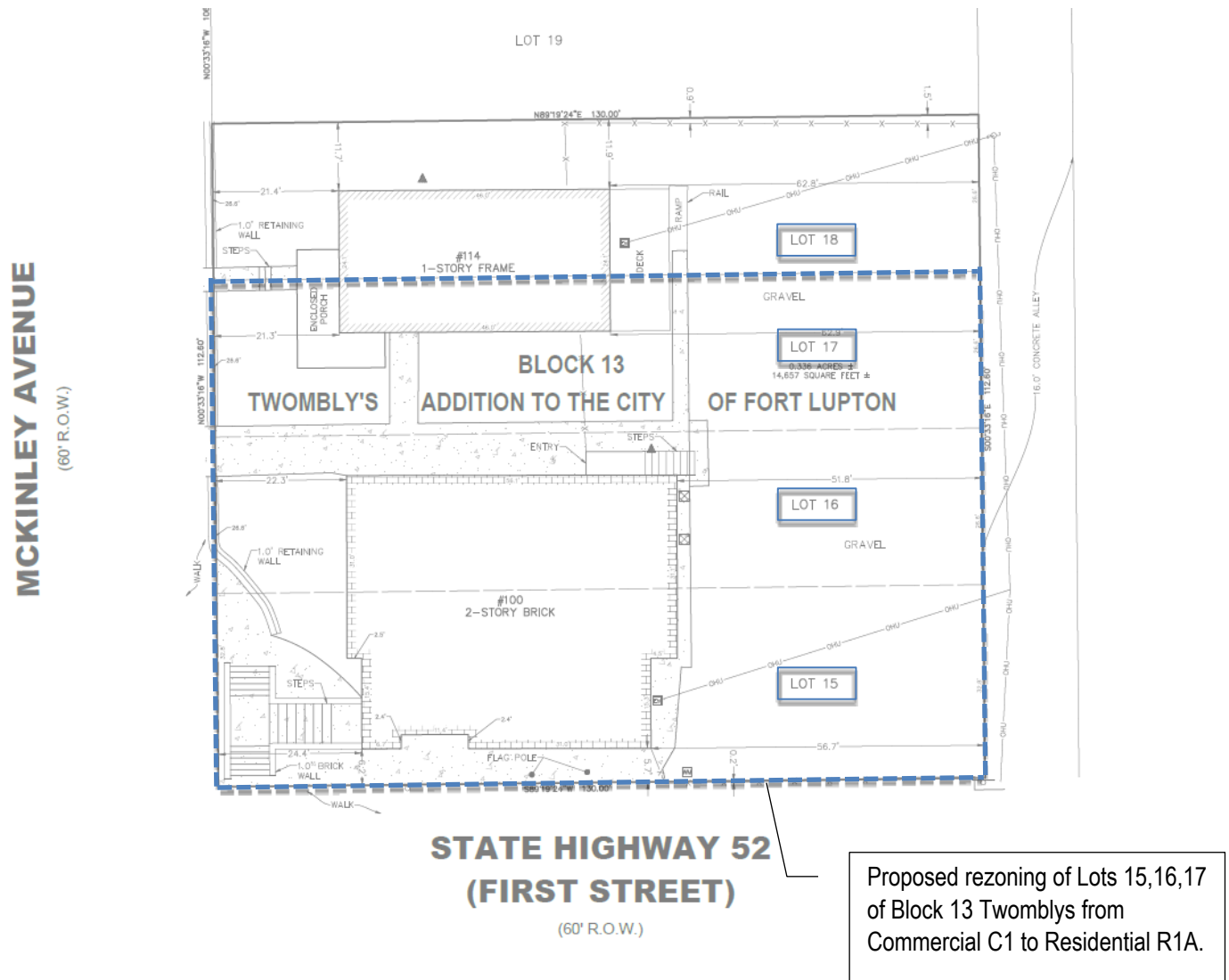
ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT BIT.LY/FLDEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: **100-114 McKinley Ave COZ & LLA**

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

LOTS 15, 16, 17, AND 18, BLOCK 13, TWOMBLY'S ADDITION TO THE CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

Plan Sheets - Change of Zone Map



Legal Description : Lots 15,16,17 of Block 13 Twomblys

Current zoning : C1 - General Commercial

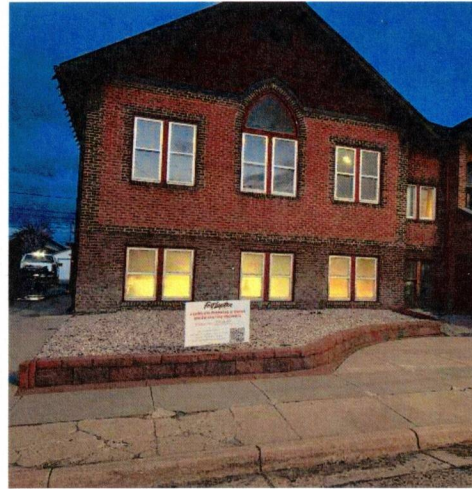
Proposed zoning : R1A - single-family residence

Sign Posting Affidavit

100-114 McKinley Ave COZ and LLA
Project No. COZ24-001



Facing 1st Street



Facing McKinley Ave

I, RICHARD DOI hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 19 day of April, 2024.

[Signature]
Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by Richard DOI, this 23rd day of April, 2024. Witness my hand and seal.

My commission expires 11/29/2025.

[Signature]
Notary Public

Diane Rodriguez
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214046264
MY COMMISSION EXPIRES 11/29/2025



SUBJECT FOR DISCUSSION

Approving a Resolution for the Tri-State Minor Subdivision Lot Line Adjustment and Accepting the Dedication of an Additional 15 Feet of Right-of-Way Along the Northern Half of 14th Street.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The application is a Lot Line Adjustment (LLA), Project No. LLA24-002, to consolidate three lots into two, creating "Lot 1" and "Lot 2" of the JM Shafer Subdivision and the dedication of an additional 15 feet of Right-of-Way (ROW) along the north side of 14th Street. Tri-State is requesting a Lot Line Adjustment for Lot 1, owned by Thermo Cogeneration Partnership, LP (Tri-State) where the J.M. Shafer Generation Station is located. The adjacent and amended parcel, Lot 2, currently also owned by Tri-State, will be transferred to United Power as part of a legal settlement. Tri-State will be responsible for maintenance of all drainage facilities on both parcels in accordance with a cost-sharing agreement included in the easement that United Power will grant to Tri-State at closing. See attached Map for Parcels.

Public Works deemed it necessary to acquire an additional 15 feet of ROW for the City along the northern side of 14th Street as part of this Lot Line Adjustment. Any dedication of ROW requires Council approval, thus the entire LLA is being brought to Council for approval.

FINANCIAL CONSIDERATIONS

Additional maintenance costs of the ROW and eventual alterations to the detention ponds along 14th St to accommodate the new property line and road width at the time of realignment.

LEGAL/POLITICAL CONSIDERATIONS

This Transfer of Ownership is part of a Legal Settlement between United Power and Tri-State.

ALTERNATIVES/OPTIONS

Approve the proposed Resolution
Approve the proposed Resolution with Conditions
Deny the proposed Resolution
Continue the discussion of this Resolution and direct staff for further study and information gathering

STAFF RECOMMENDATIONS

Staff recommends Council conditionally approve the Minor Subdivision Lot Line Adjustment which includes the additional dedication of ROW.

Attachments:

- a. Proposed Resolution No. 2024-XXX
- b. Staff Report
- c. Land Use Application
- d. Referral List
- e. Project Narrative
- f. Lot Line Adjustment Plat
- g. Drainage Maintenance Memo
- h. Ownership Diagram Map

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2024Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE JM SHAFER MINOR SUBDIVISION LOT LINE ADJUSTMENT AND ACCEPTING THE DEDICATION OF AN ADDITIONAL 15 FEET OF RIGHT OF WAY ALONG THE NORTHERN HALF OF 14TH ST, LOCATED NORTH AND ADJACENT TO 14TH STREET AND EAST AND ADJACENT TO COUNTY ROAD 31 IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the City Council held a public meeting to consider the Minor Subdivision for a Lot Line Adjustment and the dedication of an additional 15 feet of ROW along the northern half of 14th St on May 21, 2024; and

WHEREAS, Tri-State is in a legal settlement with United Power to transfer a portion of the newly amended Lot 2 mentioned in SUP2014-002 to United Power, create a Lot Line Adjustment for Lot 1, and create a shared maintenance agreement for drainage; and

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

NOW THEREFORE BE IT RESOLVED, that the Fort Lupton City Council reviewed the plans and supporting documentation, all referral comments and any citizen input in response to this application. Based upon review of the applicable policies and goals in the Fort Lupton Comprehensive Plan, review of the Development Code, an analysis of referral comments and facts presented on this date, the City Council hereby approves the Tri-State Lot Line Adjustment and accepts the dedication of ROW with the following conditions:

1. Prior to recording:
 - A. Applicant shall adequately address all redline comments provided by City Staff.
 - B. Applicant shall adequately address all comments from Public Works.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 21st DAY OF MAY, 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

TRI-STATE MINOR SUBDIVISION LOT LINE ADJUSTMENT STAFF REPORT
PROJECT NO. LLA24-002

PROJECT DESCRIPTION

Project No.: LLA24-002

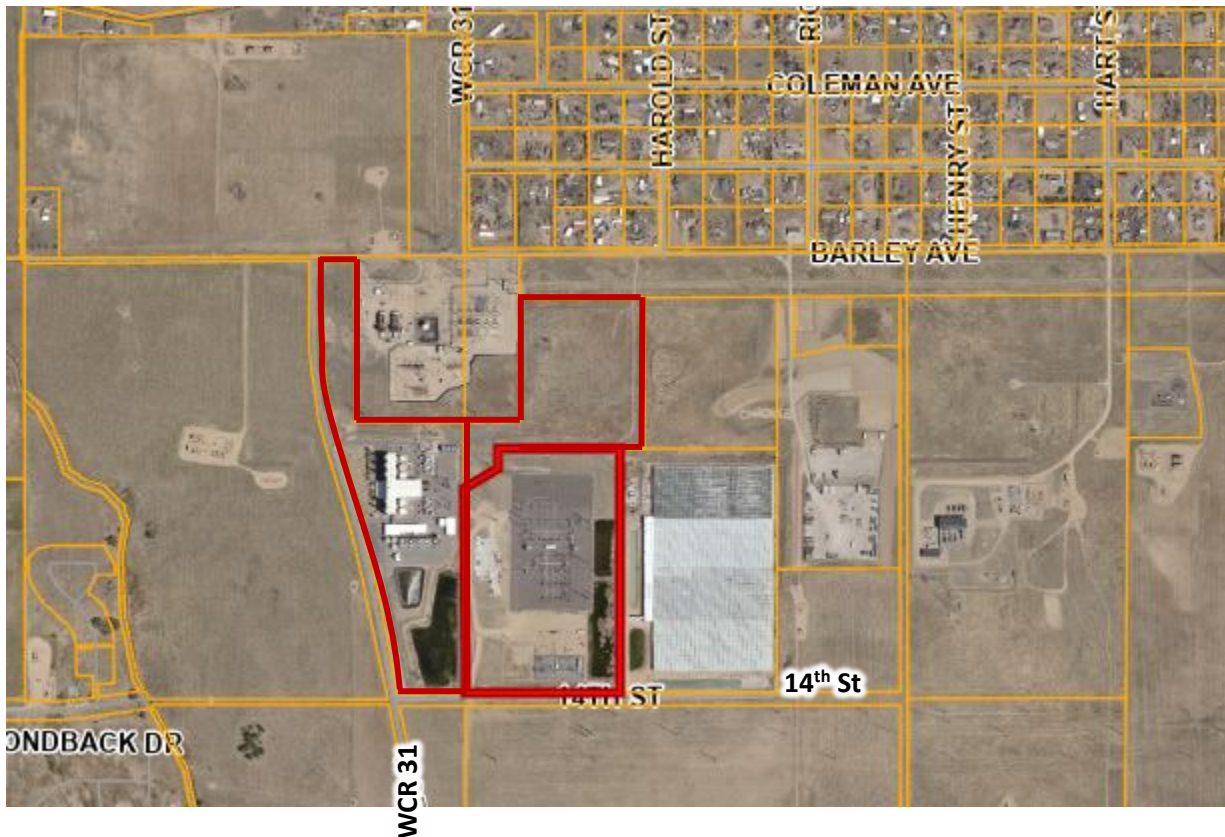
Project name: Tri-State Lot Line Adjustment

Owner's Name: Thermo Cogeneration Partnership LP ("Applicant")

Representative: Selina Koler, Steve Gray

Location of Request:

The site is located east and adjacent to County Road 31, and north and adjacent to 14th St. (the Property). The Property is located in the North East Quarter of Section 33 and the North West Quarter of Section 34, Township 2 North, Range 66 West of the 6th P.M., City of Fort Lupton, County of Weld, State of Colorado.



Nature of Request:

The Property described above is currently three legal parcels of the Thermo Cogeneration Partnership LP. The property is currently zoned 'I-2' Heavy Industrial Zone District.

The Applicant has submitted a Lot Line Adjustment request as part of a settlement between Tri-State and United Power, entering into a maintenance agreement of the parcels. Part of this adjustment is a dedication of an additional 15 feet of Right-Of-Way (ROW), which requires the review and decision of Council.

Site Size: The Property is 73.87 acres, more or less.

Current Zone District: I-2 Heavy Industrial

Proposed Use: No change in use or intensity, and a maintenance agreement between the two entities has been made to maintain drainage.

Existing Use: Power Plant, Transmission Lines.

Hearing Dates: City Council – May 21, 2024 at 6:00 PM.

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

Staff Recommendation: Approval with conditions.

SUMMARY OF PREVIOUS APPLICATIONS

Resolution No. 2015R003: On January 5th, 2015, City of Fort Lupton Council reviewed and approved with conditions a Special Use Permit (SUP2014-002) for Tr-State Generation and Transmission Lines, Inc. to construct a substation and associated transmission lines. One condition relevant from the Resolution states: *Subsection 2.B.(2): Any transfer of ownership of the Special Use Permit must be approved by Fort Lupton City Council*

Resolution No. 2015R048: On November 2nd, 2015, City of Fort Lupton Council reviewed and approved with conditions a Special Use Permit (SUP2015-004) to construct a transmission line to complete the portion of Phase II of the southwest weld expansion project. One condition relevant from the Resolution states: *Subsection II.B.(1): Any transfer of ownership of the Special Use Permit must be approved by Fort Lupton City Council*

An application for the total Transfer of Ownership for SUP2015-004 and a partial Transfer of Ownership for SUP2014-002 is running concurrently but is not part of this staff report and application.

APPLICATION PROCESS

The Applicant is requesting a Minor Subdivision Lot Line Adjustment for the newly created “Lot 1” and “Lot 2” with the dedication of an additional 15 feet of ROW along the north side of County Road 14.

A Minor Subdivision Lot Line Adjustment is processed under [Chapter 16 Section 2.02](#) of the Fort Lupton Municipal Code (“Code”). However, Code states that any dedication of ROW shall fall under a Major Subdivision, which designated City Council as the decision-making authority. That is why this application is being brought to council.

City Council shall conduct a public meeting and evaluate the Lot Line Adjustment and Dedication for ROW, referral agency comments, and shall approve, conditionally approve, continue for additional information or for further study, or deny the application based on the evidence presented and compliance with the City’s standards, regulations and policies and other guidelines.

NOTIFICATION REQUIREMENTS

No notification requirements were needed for this application.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

The Property is located within the ‘I-2’ Heavy Industrial Zone District, governed by Section 16-4.01 of the Fort Lupton Municipal Code.

Per Section 16-2.02(c)(1)(a), Administrative Plat, Lot Line Adjustment, this application is subject to the following criteria:

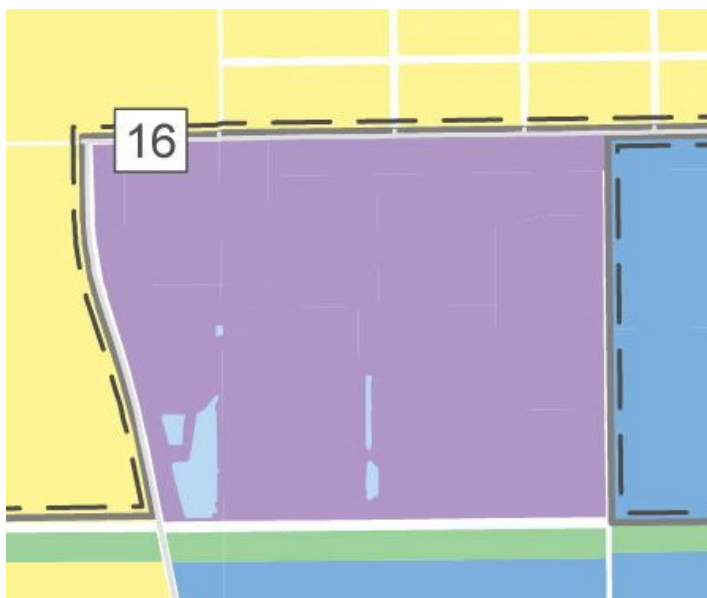
- a. No significant increase in service requirements (utilities, schools, traffic control, streets, etc.) or impact on the ability to maintain existing service levels will result.
- b. The application does not alter any zoning district boundaries due to adjustments to any lots.
- c. All resulting lots meet the legal standards of the subdivision regulations and applicable zoning districts.
- d. The lot patterns are compatible with the surrounding area and any previously approved final plat for the subject property. In determining compatibility, the size and dimension of lots, the layout and design of existing subdivisions and rights of way, and the degree of deviation from previous development and the potential impact of this deviation on surrounding property shall be considered.
- e. No other significant issues exist with potential development enabled by the plat that could impact planning policies, development regulations or adjacent property owners.

Staff finds that all of these criteria are met. This Application is being brought to City Council and not Planning Commission under Director’s discretion due to the dedication of ROW and the nature of this application creating no significant change of use or the existing character of the site and neighborhood.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Comprehensive Plan designates the property as Industrial (purple). The intent of the I-2, Heavy Industrial District is to permit uses of a heavy nature in a less restrictive environment.

There will be no significant change in use and the existing uses conform with the Comprehensive Plan.



REFERRALS

Referrals were provided to the list below. Any comments received are enclosed with the Planning Commission packet.

City Administrator	Building Inspector	Economic Development Manager
City Attorney	GIS Specialist	Development Review Engineer
Public Works Director	Finance Director	Fort Lupton Fire Protection District
United Power	Comcast	CenturyLink
Xcel Energy	Weld County Department of Planning	Weld County GIS

STAFF RECOMMENDATION

Staff recommends approval with conditions. The Minor Subdivision Lot Line Adjustment application does not majorly alter the land use of the site, and furthers the goals of the transportation plan by dedicating additional right of way, and the property meets the criteria for review within the City's development standards.

For more information on this development, please refer to the documents found at:

<https://www.fortluptonco.gov/DocumentCenter/Index/861>



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Land Use Application Form

A. CONTACT INFORMATION

- 1) Property Owner Name: Thermo Cogeneration Partnership LP
Company: Tri-State Generation and Transmission Association, Inc.
Phone: 303.229.3207 Email: Selina.koler@tristategt.org
Address: 1100 W. 116th Ave. Westminster, CO 80234
Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐
- 2) Representative Name: Selina Koler
Company: Tri-State Generation and Transmission Association, Inc.
Phone: 303.229.3207 Email: Selina.koler@tristategt.org
Address: 1100 W. 116th Ave. Westminster, CO 80234
Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐
- 3) Billing Contact (where invoices should be directed to): Same as above
Company: _____
Phone: _____ Email: _____
Address: _____

B. SITE DESCRIPTION

Site Address: 6270-6998 CO Rd 31, Fort Lupton, CO 80621 and 6811 31 Street, Fort Lupton, CO 80621
Parcel Number: 130933000012 and 1309342000024
Existing Zone Classification: I3 Proposed Zone Classification: I3
Water Type: _____ Sewage Type: _____

C. APPLICATION TYPE (CHECK ALL THAT APPLY)

Administrative Plat

- ☐ Lot Consolidation
☒ Lot Line Adjustment
☐ Lot Split
☐ Minor Subdivision
☐ Plat Correction

Subdivision

- ☐ Concept Plan
☐ Preliminary Plat
☐ Final Plat

Planned Development

- ☐ New Planned Development
☐ Major Amendment to PUD
☐ Minor Amendment to PUD

Site Plan

- ☐ Administrative Site Plan
☐ Site Plan

Special Use Permit

- ☐ Daycare
☐ General

☐ Annexation & Initial Zoning

- ☐ Appeal
☐ Change of Zone
☐ Comprehensive Plan Amendment
☐ Vacation of ROW or Easement
☐ Variance
☐ Vested Property Rights
☐ Other

Project No. _____

D. PROJECT DESCRIPTIONProject Name: Tri-State JM Shafer and Greenhouse Substation Lot Line Adjustment

Please provide a short description of the proposed project in the space provided below:

Tri-State is requesting a lot line adjustment for the parcel owned by Thermo Cogeneration Partnership, LP (Tri-State) where the J.M. Shafer Generation Station is located. See attached drawing. The adjacent parcel, currently also owned by Tri-State, will be transferred to United Power as part of a legal settlement. Tri-State will be responsible for maintenance of all drainage facilities on both parcels in accordance with a cost sharing agreement included in the easement that United Power will grant to Tri-State at closing.

E. REQUIRED DOCUMENTS

For an application to be considered complete, and for planning staff to begin review and schedule any applicable public hearings, this Land Use Application Form must be fully completed and all required attachments included. Planning staff will review the application for completeness and will provide notice to the representative and/or owner whether the application has been deemed complete.

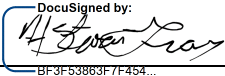
F. CERTIFICATIONS**Representative Certification**

By signing this application, I attest that I am acting with the knowledge and consent of all owners of the property that is the subject of this application, and that I have been designated to act as the representative for the project described in this land use application. I further certify that all information submitted with this application is true and accurate to the best of my knowledge.

Representative: _____ Date: _____

Owner Certification

I hereby certify that I am the legal owner of record of the property that is the subject of this application. I authorize the representative listed on this application, if any, to communicate directly with City officials and to submit documentation and information regarding this application on my behalf.

Owner:  Date: 3/15/2024

H. Steven Gray, Senior Manager Land Rights and Permitting
Tri-State Generation and Transmission Association, Inc.

For Office Use Only

Received Date: _____

If the application is not complete, state reasons why it is incomplete:

Deemed Complete Date: _____

Fees Submitted: _____ Escrow Submitted: _____

Instructions for Submitting the Land Use Application Form

DEFINITIONS

Words in the singular include the plural and words in the plural include the singular.

Application refers to the official submittal to the City of Fort Lupton's Planning Department for review of the proposed land use development identified in the land use application form. The application includes the form, all materials submitted for review of the project, including those documents required under the Land Use Regulations of the Municipal Code, and any additional information provided.

Project refers to the land use development identified on the land use application form and application materials.

Property refers to the land that is being proposed for development as described in the land use application form and application materials.

A. CONTACT INFORMATION

- 1) Provide contact information for all owners of any property that is the subject of the application. If the contact information for all property owners will not fit on the space provided, submit a separate sheet for the additional owners.
- 2) Provide contact information for all persons, firms or businesses that are authorized by the owners identified in Section A(1) to work on the land use application, including, but not limited to, discussing the project, submitting application materials, and attending meeting and hearings. If the contact information for all representatives will not fit on the space provided, submit a separate sheet for the additional representatives.
- 3) Provide contact and mailing information for the person that should receive all invoices for the project. If this person changes at any time, contact the Planning Department immediately to update this information.

B. SITE DESCRIPTION

Provide all information requested. Parcel numbers and address information may be found at the Weld County Property Portal at <https://www.co.weld.co.us/maps1/propertyportal/>. Current zoning can be found at <https://www.fortluptonco.gov/405/Zoning>.

C. APPLICATION TYPE

Select the land use application that is applicable to the project. If there are multiple land use application types being submitted to run concurrently, select all that apply. The land use application types will be identified during the required pre-application meeting. If you have any questions about this, please contact the Planning Department at 303.857.6694 or planningdept@fortluptonco.gov.

D. PROJECT DESCRIPTION

Please select a project name that will be referenced throughout the project and a description of what the project entails. If you need more space for the project description, please attach a separate sheet.

E. REQUIRED DOCUMENTS

Required documents will be discussed during the pre-application meeting with the Planning Department. If any documents are missing, the acceptance of the application may be delayed until the submittal is complete.

F. CERTIFICATIONS

Representative Certification. Provide the signature of all authorized representatives in this section.

Owner Certification. Provide the signature of all owners of properties included in the application in this section.

For any other questions, please contact the Planning Department at 303.857.6694 or planningdept@fortluptonco.gov.



FROM: Zachary Mettler Planner 1
 DATE: 03/29/2024
 PROJECT: Tri-State Lot Line Adjustment
 Project No. LLA24-002

INTERNAL DISTRIBUTION:

- | | | |
|--|---|---|
| ☐ Buildings/Grounds Manager | ☒ City Attorney | ☐ Police Chief |
| ☒ City Administrator | ☐ City Clerk | ☒ Public Works Director |
| ☒ Building Inspector | ☐ Recreation Manager | ☐ Golf Course Manager |
| ☐ OMI | ☒ GIS Specialist | ☒ Finance Director |
| ☒ Economic Development Manager | ☒ Development Review Engineer | |

OUTSIDE DISTRIBUTION:

- | | |
|--|---|
| ☒ Fort Lupton Fire Protection District | ☐ Weld County Public Works |
| ☐ CDOT | ☐ Weld County School District RE-8 |
| ☐ Colorado DRMS | ☒ Weld County GIS |
| ☐ Colorado Parks and Wildlife | ☐ NCWCD |
| ☐ Division of Water Resources | ☐ Fulton Ditch Company |
| ☐ Army Corp of Engineers | ☐ Platteville Ditch Company |
| ☒ United Power | ☐ Western Midstream |
| ☒ Comcast | ☐ City of Brighton |
| ☒ CenturyLink | ☐ Town of Frederick |
| ☒ Xcel Energy | ☐ Town of Platteville |
| ☐ Postmaster | ☐ City of Dacono |
| ☒ Weld County Department of Planning | ☐ Town of Firestone |
| ☐ Weld County Dept. of Public Health & Env. | ☐ State Geologist |
| ☐ Other: | |

If you have comments, please respond by: **04/12/2024**

Comments may be sent via mail, faxed to 303.857.0351 or emailed to planningdept@fortluptonco.gov.
 A non-response to this referral may be considered a favorable response.

AGENCY: _____ SIGNATURE: _____ DATE: _____

COMMENTS:



March 11, 2024

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

RE: Letter Requesting Transfer of Ownership for Portions of Special Use Permit

Mr. Hodges:

Tri-State Generation and Transmission Association, Inc. (Tri-State) is submitting this letter to request a transfer of ownership for portions of the Special Use Permits for the Southwest Weld Expansion Project, Phase I, Resolution No.2015R003 and Phase II Resolution No. 2015R005.

As part of a legal settlement, portions of these facilities will transfer to United Power if their membership in Tri-State is terminated as expected in May 2024:

Phase I:

- Greenhouse Substation
- Greenhouse – Davis 115kV Transmission Line

Phase II:

- Greenhouse – Colfer 230kV Transmission Line

Tri-State will retain the Greenhouse – Henry Lake 230kV Transmission line permitted in Resolution No. 2015R003.

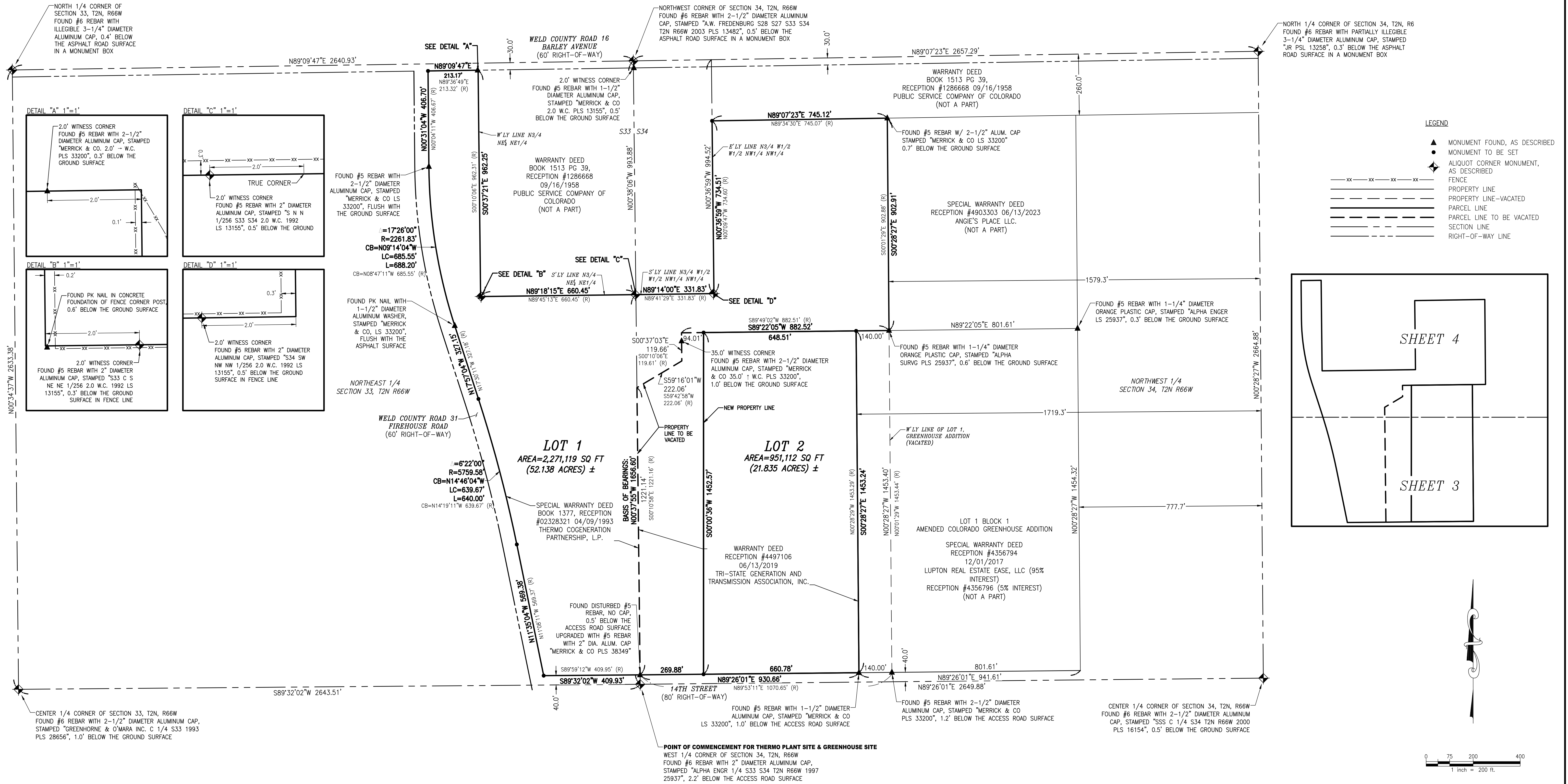
If you have any questions regarding these responses, or need any additional information please contact me at 303-229-3207 or by email at selina.koler@tristategt.org.

Sincerely,

Selina Koler
Transmission Siting, Permitting & Environmental Manager
Tri-State Generation and Transmission Association, Inc.

CC: Steve Gray, Senior Manager, Transmission Land Rights and Permitting

**A portion of Sections 33 and 34, Township 2 North, Range 66 West
of the 6th Principal Meridian, City of Fort Lupton, County of Weld, State of Colorado**

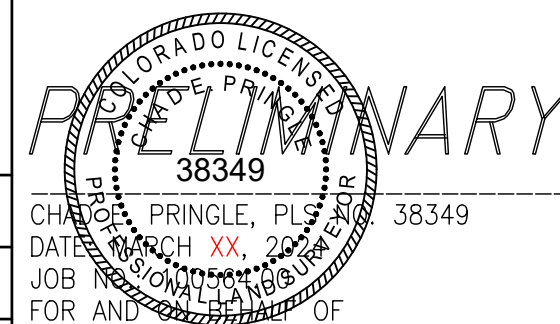
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5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111

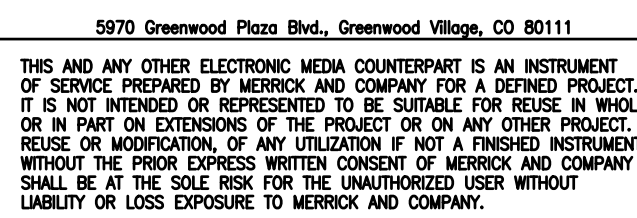
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MERRICK	SIGNATURE	DATE
DRAWN	ELZ	03/07/2024
DESIGNED		
QC REVIEW	CEP	03/12/2024
APPROVED	CEP	
CLIENT	SIGNATURE	DATE
REVIEW		
APPROVED		
CAD FILE NAME		

CLIENT PROJECT NO.	
MERRICK PROJECT NO.	100564.00
SCALE:	1" = 200'

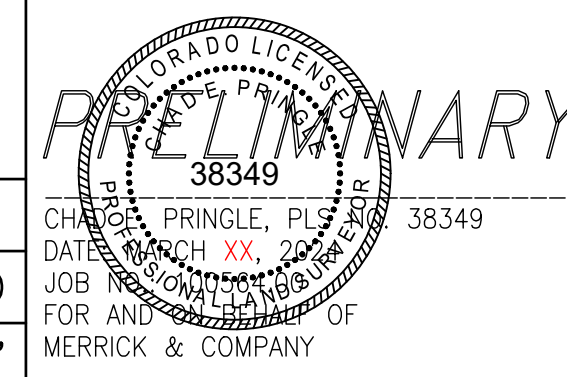


TITLE: JM SHAFER MINOR SUBDIVISION A PORTION OF SECTIONS 33 & 34, T2N, R66W, 6TH P.M. CITY OF FORT LUPTON, COUNTY OF WELD, COLORADO		
REVISION:	DRAWING NO.	SHEET NO. 2 OF 4

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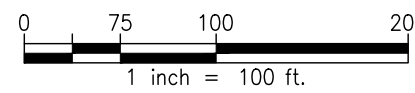
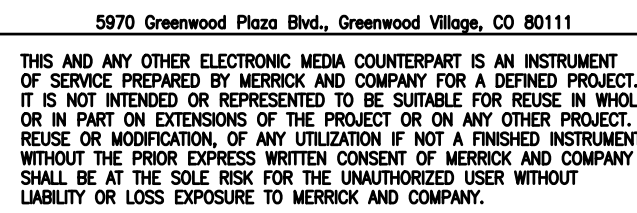
MERRICK	SIGNATURE	DATE	
	DRAWN	ELZ	03/07/2024
	DESIGNED		
	QC REVIEW	CEP	03/12/2024
	APPROVED	CEP	
CLIENT	SIGNATURE	DATE	
	REVIEW		
	APPROVED		
CAD FILE NAME			

CLIENT PROJECT NO.	
MERRICK PROJECT NO.	100564.00
SCALE:	1" = 100'



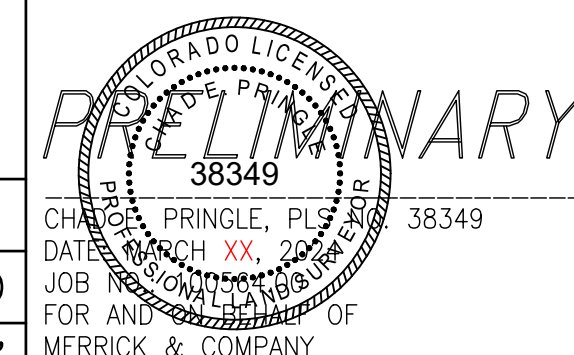
TITLE:		
JM SHAFER MINOR SUBDIVISION A PORTION OF SECTIONS 33 & 34, T2N, R66W, 6TH P.M. CITY OF FORT LUPTON, COUNTY OF WELD, COLORADO		
REVISION:	DRAWING NO.	SHEET NO.
		3 OF 4

LEGEND	
	MONUMENT FOUND, AS DESCRIBED
	MONUMENT TO BE SET
	ALIQUOT CORNER MONUMENT, AS DESCRIBED
	BUILDING
	FENCE
	STORM LINE
	SANITARY SEWER LINE
	STORM LINE - CULVERT
	EDGE OF ASPHALT
	EDGE OF DIRT ROAD
	DRAINAGE FEATURE/TOPOGRAPHIC TOP
	EASEMENT
	PROPERTY LINE
	PROPERTY LINE-VACATED
	PARCEL LINE
	PARCEL LINE TO BE VACATED
	SECTION LINE
	RIGHT-OF-WAY LINE

[illegible]

MERRICK	SIGNATURE	DATE
DRAWN	ELZ	03/07/2024
DESIGNED		
QC REVIEW	CEP	03/12/2024
APPROVED	CEP	
CLIENT	SIGNATURE	DATE
REVIEW		
APPROVED		
CAD FILE NAME		

CLIENT PROJECT NO.	
MERRICK PROJECT NO.	100564.00
SCALE:	1" = 100'



TITLE: JM SHAFER MINOR SUBDIVISION A PORTION OF SECTIONS 33 & 34, T2N, R66W, 6TH P.M. CITY OF FORT LUPTON, COUNTY OF WELD, COLORADO		
REVISION:	DRAWING NO.	SHEET NO. 4 OF 4



March 25, 2024

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

RE: Drainage Memo

Mr. Hodges:

Tri-State Generation and Transmission Association, Inc. (Tri-State) is submitting this memo to describe the drainage ownership and operation and maintenance responsibilities associated with the lot line adjustment on parcels 130933000012 and 130934200024 at JM Shafer.

Tri-State will be responsible for maintenance of all drainage facilities on both parcels in accordance with a cost sharing agreement included in the easement that United Power will grant to Tri-State at closing. The specific language in the easement related to drainage is as follows:

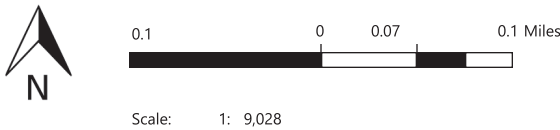
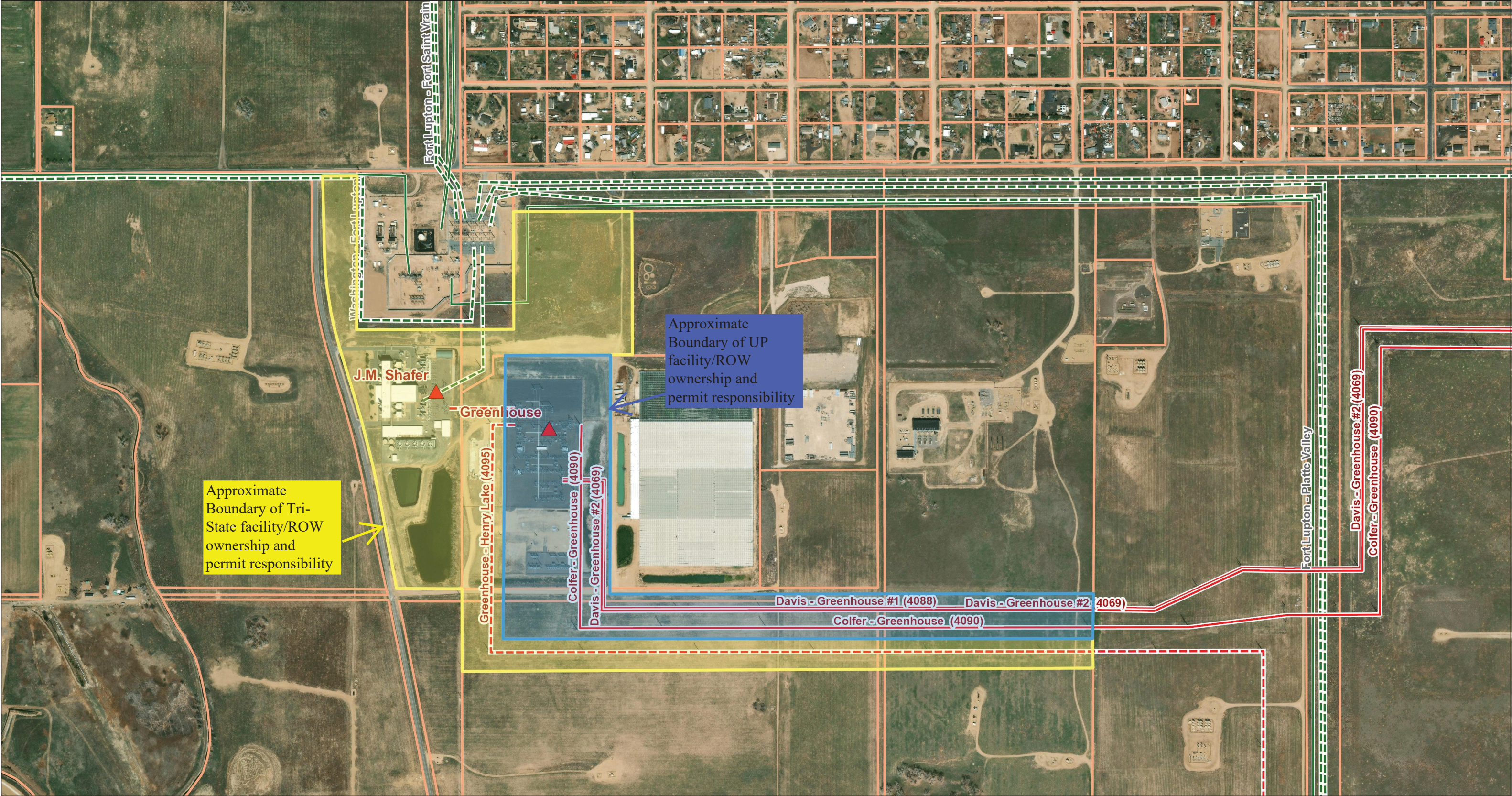
WATER FACILITY MAINTENANCE. Grantee shall have the right to enter upon the Easement Area to maintain, operate, repair, and replace the water detention ponds and drainage facilities (“Water Facility Maintenance”) within the Easement Area. The costs of Grantee’s Water Facility Maintenance activities shall be shared equally by Grantor and Grantee, and Grantor shall reimburse Grantee for Grantor’s share of such costs within 30 days following Grantee’s delivery of an invoice to Grantor for such costs.

If you have any questions regarding the drainage, or need any additional information please contact me at 303-229-3207 or by email at selina.koler@tristategt.org.

Sincerely,

Selina Koler
Transmission Siting, Permitting & Environmental Manager
Tri-State Generation and Transmission Association, Inc.

CC: Steve Gray, Senior Manager, Transmission Land Rights and Permitting



This map includes confidential information of Tri-State and third parties. The GIS data and maps may not be disclosed to any third party. The user agrees to keep this information confidential and not disclose it to third parties. If you have any questions regarding this, please contact the Tri-State legal department.

GIS data and maps available to Tri-State Generation and Transmission Association are provided as general information to aid Tri-State employees. No user of Tri-State's GIS data and maps may sell any portion of the information provided herein. Tri-State makes no warranty regarding accuracy or completeness of the data and maps. Users shall rely only upon proper field verification of Tri-State GIS data.

Notes



SUBJECT FOR DISCUSSION

Approve a Resolution for Transfer of Ownership of Special Use Permit from United Power to Tri-State

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Transfer of Ownership for these SUP requires City Council approval by Resolution due to language in Resolution No. 2015R003, and Resolution No. 2015R048. Tri-State has transferred ownership of various electric facilities to United Power, including facilities commonly known as the Greenhouse Substation, the Greenhouse-Davis Transmission Line and the Greenhouse-Colfer Transmission Line. SUP2015-004 approved the Greenhouse-Colfer Transmission Line. Tri-State proposes to transfer SUP2015-004 in its entirety to United Power. SUP2014-002 approved the Greenhouse Substation and the Greenhouse-Davis Transmission Line. It also approved the Greenhouse-Henry Lake Transmission Line which Tri-State will retain. Tri-State therefore proposes to transfer that portion of SUP2014-002 applicable to the Greenhouse Substation and the Greenhouse-Davis Transmission Line to United Power. Tri-State proposes no change to SUP2014-002 as it applies to the Greenhouse-Henry Lake Transmission Line. See attached Map of the facilities and rights-of-way to be transferred and those to be retained.

A separate AM and Resolution is being brought for the Plat Amendment due to additional ROW being dedicated as part of the review process, which requires Council approval.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

This Transfer of Ownership is part of a Legal Settlement between United Power and Tri-State.

ALTERNATIVES/OPTIONS

Approve the proposed Resolution
Approve the proposed Resolution with Conditions
Deny the proposed Resolution
Continue the discussion of this Resolution and direct staff for further study and information gathering

STAFF RECOMMENDATIONS

Staff recommends Council approve the Transfer of Ownership for portions of SUP2014-002, and the Transfer of Ownership for the entirety of SUP2015-004 with the condition on the proposed Resolution.

Attachments:

- a. Proposed Resolution No. 2024-XXX
- b. Resolution No. 2015R003 and SUP2014-002
- c. Resolution No. 2015R048 and SUP2015-004
- d. Ownership Map

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2024Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE TRANSFER OF OWNERSHIP OF SUP2015-004 AND A PORTION OF SUP2014-002 FROM TRI-STATE GENERATION TO UNITED POWER, LOCATED EAST OF COUNTY ROAD 31 IN THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER, AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, Resolution No. 2015R003 states that any transfer of ownership of the Special Use Permit SUP2014-002 must be approved by Fort Lupton City Council, and Resolution No. 2015R048 states that any transfer of ownership of the Special Use Permit SUP2015-004 must be approved by Fort Lupton City Council; and

WHEREAS, the City Council held a public meeting to consider and review the request for the transfer for the two special use permits listed above on May 21st, 2024; and

WHEREAS, Tri-State is in a legal settlement with United Power to transfer portions of the JM Shafer Minor Subdivision and a portion of easements mentioned in SUP2014-002 and SUP2015-004 and create a shared maintenance agreement; 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

NOW THEREFORE BE IT RESOLVED, that the Fort Lupton City Council reviewed the plans and supporting documentation, all referral comments and any citizen input in response to this application. Based upon review of the applicable policies and goals in the Fort Lupton Comprehensive Plan, review of the Development Code, an analysis of referral comments and facts presented on this date, the City Council hereby recommends approval of the transfer of ownership for SUP2015-004 and that portion of SUP14-002 attributable to the facilities commonly known as Greenhouse Substation and Greenhouse-Davis Transmission Line, but excluding the facility commonly known as Greenhouse-Henry Lake Transmission Line, from Tri-State Generation to United Power with the following conditions:

1. Applicant shall adequately address all redline comments from City Staff.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 21st DAY OF MAY, 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

RESOLUTION NO. 2015R003

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.'S SPECIAL USE PERMIT FOR A SUBSTATION TO BE LOCATED NORTH AND ADJACENT TO 14TH STREET AND EAST OF COUNTY ROAD 31 IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

WHEREAS, the Planning Commission held a public hearing on December 16, 2014, for the purpose of reviewing the Special Use Permit for Tri-State Generation and Transmission Association, Inc. to construct a substation and associated transmission lines; and

WHEREAS, after review of the application for a Special Use Permit, and consideration of staff comments, applicant's presentation and any public input, Planning Commission recommended approval of the Special Use Permit to City Council; and

WHEREAS, the City Council held a public hearing to consider and review the request for a Special Use Permit on January 5, 2015; 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 one hundred (100) feet of the property, and the posting of a sign on the site advertising the public hearing a minimum of fifteen (15) days in advance of the hearing; 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 review of the applicable policies and goals in the Fort Lupton Land Use Plan, review of the Zoning Regulations, and analysis of referral comments, the City Council hereby approves the Special Use Permit for Tri-State Generation and Transmission Association, Inc., conditional upon the following:

1. Prior to the release of building permits:
 - A. Written evidence must be provided to show that the comments from the City Engineer have been adequately addressed.

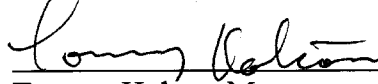
- B. Written evidence must be provided to show that the comments from Xcel Energy have been adequately addressed.
 - C. Written evidence must be provided to show that the comments from the Fort Lupton Fire Protection District have been adequately addressed.
 - D. Written evidence must be provided to show that the location of transmission lines on private property has been finalized.
 - E. Written evidence must be provided to show that applicant has obtained approval for the preferred alignment placement of the transmission lines outside of the City limits from Weld County.
 - F. Two sets of Mylars of the special use permit maps shall be submitted for recording.
2. Prior to recording the special use permit:
- A. The title of the special use map permit shall include the Project No. SUP2014-002.
 - B. The following notes shall be placed on the special use permit map:
 - (1.) The property shall be maintained to the curb or roadway if no curb exists.
 - (2.) Any transfer of ownership of the Special Use Permit must be approved by Fort Lupton City Council.
 - (3.) In the event traffic numbers and usage significantly exceed those represented by the Property 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. Property Owner shall pay a proportionate cost share of future improvements not described herein based on the Property Owner's percentage of truck total trips using the current data on the haul route in comparison to the numbers and usage represented by Applicant in compilation of the traffic study. The City may retain a third party traffic study

consultant to evaluate traffic data usage by Property Owner and provide said study to Property Owner prior to the imposition of any costs stated herein.

3. This approval is conditioned on the applicant placing the transmission lines along the preferred alignment identified in the application materials.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 5th DAY OF JANUARY 2015.

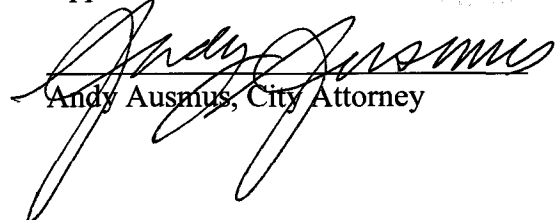
City of Fort Lupton, Colorado


Tommy Holton, Mayor

Attest:


Nanette S. Fornof, MMC
City Clerk

Approved as to form:


Andy Ausmus, City Attorney

4342000 Pages: 1 of 8
10/05/2017 03:15 PM R Fee: \$63.00
Carly Koenigs Clerk and Recorder, Weld County, CO

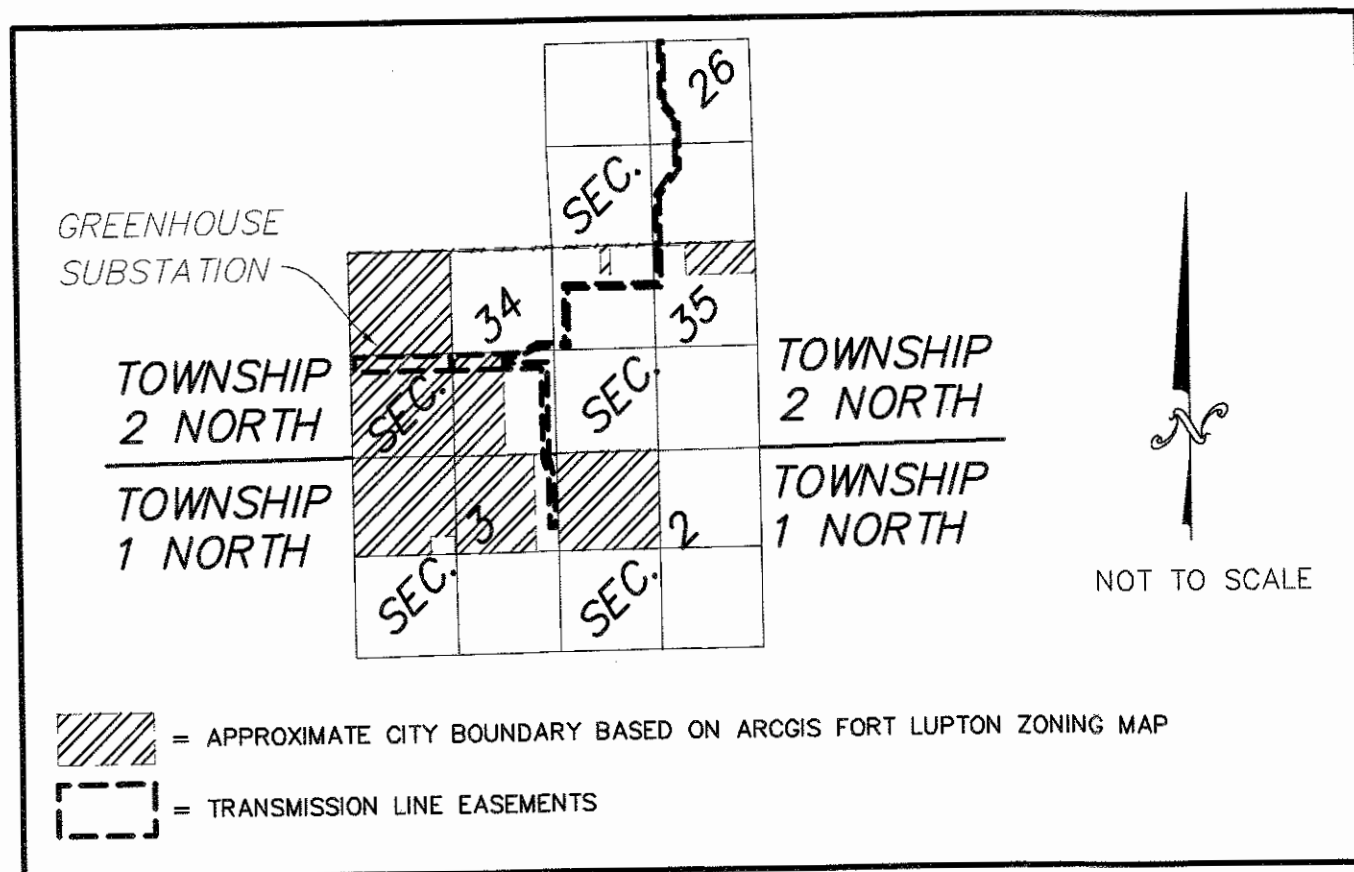
GENERAL LEGAL DESCRIPTION FOR TRANSMISSION LINE ALIGNMENT

THE TRANSMISSION LINE ROUTE COMMENCES AT THE GREENHOUSE SUBSTATION IN SECTION 34, TOWNSHIP 2 NORTH, RANGE 66 WEST AND ENTERS INTO AND TERMINATES AT THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 3 TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO.

—TOGETHER WITH—

A TRANSMISSION LINE ROUTE COMMENCING AT THE GREENHOUSE SUBSTATION IN SECTION 34 THEN INTO SECTIONS 35 AND INTO AND TERMINATING AT THE NORTH LINE OF 26, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO.

Vicinity Map



LEGAL DESCRIPTIONS OF TRANSMISSION EASEMENTS

PARCEL 1 (SHEET 2)

A STRIP OF LAND LYING OVER, UNDER AND ACROSS A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 66 WEST IN WELD COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 34; THENCE WITH ALL BEARINGS MADE RELATIVE THERETO, NORTH 89 DEGREES 28 MINUTES 54 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 110.78 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 06 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 25 MINUTES 54 SECONDS EAST, PARALLEL TO AND 40 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2498.97 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 53 SECONDS EAST, PARALLEL TO AND 40 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 395.02 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 56 SECONDS WEST, A DISTANCE OF 2502.29 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 395.02 FEET TO THE POINT OF BEGINNING. CONTAINING 987,780 SQUARE FEET OR 22.68 ACRES, MORE OR LESS.

PARCEL 2 (SHEET 3)

A TRACT OF LAND LYING OVER, UNDER AND ACROSS A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 66 WEST IN WELD COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTER OF SAID SECTION 34; THENCE WITH ALL BEARINGS MADE RELATIVE THERETO, SOUTH 00 DEGREES 28 MINUTES 53 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1329.78 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 19 SECONDS EAST, ALONG THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER, A DISTANCE OF 400.00 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 56 SECONDS WEST, A DISTANCE OF 1329.94 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 53 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING. CONTAINING 531,945 SQUARE FEET OR 12.21 ACRES, MORE OR LESS.

PARCEL 3

Easement "A" (SHEETS 3 & 5)

A STRIP OF LAND 100 FEET WIDE, 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OVER, UNDER AND ACROSS A TRACT OF LAND LOCATED IN THE EAST HALF OF THE EAST HALF OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 66 WEST IN WELD COUNTY, COLORADO, SAID CENTERLINE IS DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTER CORNER OF SAID SECTION 34; THENCE WITH ALL BEARINGS MADE RELATIVE THERETO, NORTH 89 DEGREES 25 MINUTES 57 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 1329.78 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 19 SECONDS EAST, ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER, A DISTANCE OF 85.01 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE NORTH 89 DEGREES 25 MINUTES 56 SECONDS EAST, A DISTANCE OF 366.81 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 44 SECONDS EAST, A DISTANCE OF 25 MINUTES 56 SECONDS EAST, A DISTANCE OF 1,055.15 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 52 SECONDS EAST, A DISTANCE OF 2,317.70 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER, AND THERE TERMINATING. THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER AND THE EAST LINE OF SAID NORTHEAST QUARTER. CONTAINING 137,900 SQUARE FEET OR 3.17 ACRES, MORE OR LESS.

Easement "B" (SHEETS 3 & 4)

A STRIP OF LAND 150 FEET WIDE, 75 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OVER, UNDER AND ACROSS A TRACT OF LAND LOCATED IN THE EAST HALF OF THE EAST HALF OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 66 WEST IN WELD COUNTY, COLORADO, SAID CENTERLINE IS DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTER CORNER OF SAID SECTION 34; THENCE WITH ALL BEARINGS MADE RELATIVE THERETO, SOUTH 89 DEGREES 25 MINUTES 57 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1329.78 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 19 SECONDS EAST, ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER, A DISTANCE OF 85.01 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE NORTH 89 DEGREES 25 MINUTES 56 SECONDS EAST, A DISTANCE OF 366.81 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 44 SECONDS EAST, A DISTANCE OF 25 MINUTES 56 SECONDS EAST, A DISTANCE OF 1,055.15 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 52 SECONDS EAST, A DISTANCE OF 2,317.70 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER, AND THERE TERMINATING. THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER AND THE SOUTH LINE OF SAID SOUTHWEST QUARTER. CONTAINING 505,928 SQUARE FEET OR 11.61 ACRES, MORE OR LESS.

PARCEL 5(1) (SHEETS 5-6)

A STRIP OF LAND 100 FEET WIDE, 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OVER, UNDER AND ACROSS A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 66 WEST IN WELD COUNTY, COLORADO, SAID CENTERLINE IS DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 35; THENCE WITH ALL BEARINGS MADE RELATIVE THERETO, NORTH 00 DEGREES 30 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 154.99 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 00 SECONDS EAST, A DISTANCE OF 210.00 FEET TO THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER AND THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE NORTH 89 DEGREES 13 MINUTES 00 SECONDS EAST, A DISTANCE OF 121.99 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 39 SECONDS WEST, A DISTANCE OF 2430.82 FEET; THENCE NORTH 00 DEGREES 06 SECONDS WEST, A DISTANCE OF 1048.49 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 AND THERE TERMINATING. THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE NORTH LINE OF SAID NORTHEAST QUARTER AND THE EAST LINE OF THE WEST 210 FEET OF SAID NORTHWEST QUARTER. CONTAINING 510,853 SQUARE FEET OR 11.73 ACRES, MORE OR LESS.

PARCEL 5(3) (SHEETS 6-7)

A STRIP OF LAND 100 FEET WIDE, 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OVER, UNDER AND ACROSS A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 66 WEST IN WELD COUNTY, COLORADO, SAID CENTERLINE IS DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 26; THENCE WITH ALL BEARINGS MADE RELATIVE THERETO, SOUTH 89 DEGREES 14 MINUTES 58 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 145.74 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE NORTH 00 DEGREES 20 MINUTES 06 SECONDS WEST, A DISTANCE OF 1277.20 FEET; THENCE NORTH 36 DEGREES 45 MINUTES 16 SECONDS EAST, A DISTANCE OF 870.83 FEET; THENCE NORTH 00 DEGREES 00 SECONDS EAST, A DISTANCE OF 569.98 FEET; THENCE NORTH 01 DEGREES 08 MINUTES 34 SECONDS WEST, A DISTANCE OF 1599.07 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26 AND THERE TERMINATING. THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE NORTH LINE OF SAID NORTHEAST QUARTER AND THE SOUTH LINE OF SAID SOUTHWEST QUARTER. CONTAINING 557,101 SQUARE FEET OR 12.79 ACRES, MORE OR LESS.

PARCEL 9 (SHEETS 4)

A STRIP OF LAND 100 FEET WIDE, 75 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OVER, UNDER AND ACROSS LOTS A AND B OF RECORDED EXEMPTION NO. 1471-03-1-3864 LOCATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST IN WELD COUNTY, COLORADO, SAID CENTERLINE IS DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE WITH ALL BEARINGS MADE RELATIVE THERETO, SOUTH 89 DEGREES 43 MINUTES 37 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 277.39 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE SOUTH 00 DEGREES 22 SECONDS EAST, A DISTANCE OF 112.35 FEET; THENCE SOUTH 15 DEGREES 02 MINUTES 14 SECONDS EAST, A DISTANCE OF 505.88 FEET; THENCE SOUTH 01 DEGREES 08 MINUTES 23 SECONDS EAST, A DISTANCE OF 1,317.00 FEET TO THE SOUTH LINE SAID LOT B AND THERE TERMINATING. THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE NORTH LINE OF SAID NORTHEAST QUARTER AND THE SOUTH LINE OF SAID LOT B, CONTAINING 290,279 SQUARE FEET OR 6.66 ACRES, MORE OR LESS.

LEGAL DESCRIPTIONS OF ACCESS EASEMENTS

ACCESS EASEMENT "A" (SHEET 4 & 8)

A STRIP OF LAND 30 FEET WIDE, 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OVER, UNDER AND ACROSS A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 66 WEST IN WELD COUNTY, COLORADO, SAID CENTERLINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE WITH ALL BEARINGS MADE RELATIVE THERETO, THENCE SOUTH 89 DEGREES 43 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 182.37 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE NORTH 28 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 47.01 FEET; THENCE NORTH 35 DEGREES 59 MINUTES 08 SECONDS EAST, A DISTANCE OF 58.80 FEET; THENCE NORTH 40 DEGREES 15 MINUTES 17 SECONDS EAST, A DISTANCE OF 97.43 FEET; THENCE NORTH 32 DEGREES 46 MINUTES 32 SECONDS EAST, A DISTANCE OF 48.01 FEET; THENCE NORTH 07 DEGREES 55 MINUTES 04 SECONDS EAST, A DISTANCE OF 78.00 FEET; THENCE NORTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, HAVING A DELTA OF 81 DEGREES 33 MINUTES 07 SECONDS AND A RADIUS OF 40.00 FEET A DISTANCE OF 26.83 FEET; THENCE NORTH 73 DEGREES 38 MINUTES 03 SECONDS WEST, A DISTANCE OF 90.47 FEET; THENCE NORTH 76 DEGREES 31 MINUTES 16 SECONDS WEST, A DISTANCE OF 60.80 FEET TO THE EAST LINE OF THE TRI-STATE TRANSMISSION LINE EASEMENT RECORDED AT RECEPTION 4186570 OF THE RECORDS OF SAID WELD COUNTY HERETO AND THERE TERMINATING. THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND THE EAST LINE OF SAID TRI-STATE TRANSMISSION LINE EASEMENT.

SAID CENTERLINE BEING 496.25 FEET IN LENGTH. CONTAINING 14,888 SQUARE FEET OR 0.34 ACRES, MORE OR LESS.

ACCESS EASEMENT "B" (SHEET 6 & 8)

A TRACT OF LAND LYING OVER, UNDER AND ACROSS A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 66 WEST IN WELD COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 35; THENCE WITH ALL BEARINGS MADE RELATIVE THERETO, NORTH 89 DEGREES 14 MINUTES 58 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 88.57 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 23 SECONDS EAST, A DISTANCE OF 0.73 FEET; THENCE SOUTH 05 DEGREES 58 MINUTES 34 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 15 SECONDS EAST, A DISTANCE OF 52.73 FEET; THENCE NORTH 40 DEGREES 15 MINUTES 17 SECONDS EAST, A DISTANCE OF 97.43 FEET; THENCE NORTH 32 DEGREES 46 MINUTES 32 SECONDS EAST, A DISTANCE OF 48.01 FEET; THENCE NORTH 07 DEGREES 55 MINUTES 04 SECONDS EAST, A DISTANCE OF 78.00 FEET; THENCE NORTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, HAVING A DELTA OF 84 DEGREES 03 MINUTES 31 SECONDS AND A RADIUS OF 25.00 FEET A DISTANCE OF 23.59 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF THE TRI-STATE TRANSMISSION LINE EASEMENT RECORDED AT RECEPTION 4186570 OF THE RECORDS OF SAID WELD COUNTY HERETO, A DISTANCE OF 33.68 FEET; THENCE NORTH 63 DEGREES 34 MINUTES 58 SECONDS WEST, A DISTANCE OF 13.45 FEET; THENCE NORTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, HAVING A DELTA OF 57 DEGREES 57 MINUTES 16 SECONDS AND A RADIUS OF 55.00 FEET A DISTANCE OF 55.83 FEET; THENCE NORTH 05 DEGREES 37 MINUTES 42 SECONDS WEST, A DISTANCE OF 33.13 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 15 SECONDS WEST, A DISTANCE OF 50.15 FEET; THENCE NORTH 05 DEGREES 58 MINUTES 34 SECONDS EAST, A DISTANCE OF 53.93 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES 58 SECONDS WEST, A DISTANCE OF 28.82 FEET; THENCE NORTH 00 DEGREES 44 MINUTES 41 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 28.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,217 SQUARE FEET OR 0.17 ACRES, MORE OR LESS.

ACCESS EASEMENT "D" (SHEET 6 & 8)

A TRACT OF LAND LYING OVER, UNDER AND ACROSS A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 66 WEST IN WELD COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 26; THENCE WITH ALL BEARINGS MADE RELATIVE THERETO, NORTH 00 DEGREES 30 MINUTES 13 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 15.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 58 SECONDS EAST, A DISTANCE OF 58.63 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 23 SECONDS WEST, A DISTANCE OF 18.42 FEET; THENCE NORTH 44 DEGREES 38 MINUTES 33 SECONDS EAST, A DISTANCE OF 52.73 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF THE TRI-STATE TRANSMISSION LINE EASEMENT RECORDED AT RECEPTION 4186570 OF THE RECORDS OF SAID WELD COUNTY HERETO, A DISTANCE OF 42.44 FEET; THENCE SOUTH 44 DEGREES 38 MINUTES 33 SECONDS WEST, A DISTANCE OF 10.23 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 23 SECONDS EAST, A DISTANCE OF 18.83 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 88.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,577 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

ACCESS EASEMENT "E" (SHEET 4 & 8)

A STRIP OF LAND 30 FEET WIDE, 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OVER, UNDER AND ACROSS LOT A OF RECORDED EXEMPTION NO. 1471-03-1-3864 LOCATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST IN WELD COUNTY, COLORADO, SAID CENTERLINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE WITH ALL BEARINGS MADE RELATIVE THERETO, SOUTH 89 DEGREES 43 MINUTES 37 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 801.41 FEET TO THE NORTHWEST CORNER OF SAID LOT A; THENCE SOUTH 00 DEGREES 58 MINUTES 37 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE NORTH 78 DEGREES 43 MINUTES 26 SECONDS EAST, A DISTANCE OF 253.97 FEET TO THE WEST LINE OF THE 150 FOOT TRI-STATE TRANSMISSION LINE EASEMENT RECORDED AT RECEPTION 4176898 OF THE RECORDS OF SAID WELD COUNTY HERETO AND THERE TERMINATING. THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT SAID WEST LINE OF LOT A AND THE WEST LINE OF SAID TRI-STATE TRANSMISSION LINE EASEMENT.

SAID CENTERLINE BEING 253.97 FEET IN LENGTH. CONTAINING 7,619 SQUARE FEET OR 0.17 ACRES, MORE OR LESS.

ACCESS EASEMENT "G" (SHEET 4 & 8)

A STRIP OF LAND 30 FEET WIDE, 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OVER, UNDER AND ACROSS A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST IN WELD COUNTY, COLORADO, SAID CENTERLINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE WITH ALL BEARINGS MADE RELATIVE THERETO, SOUTH 89 DEGREES 43 MINUTES 37 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 801.41 FEET TO THE NORTHWEST CORNER OF LOT A OF RECORDED EXEMPTION NO. 1471-03-1-3864; THENCE SOUTH 00 DEGREES 58 MINUTES 37 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE NORTH 78 DEGREES 43 MINUTES 26 SECONDS EAST, A DISTANCE OF 253.97 FEET TO THE WEST LINE OF THE 150 FOOT TRI-STATE TRANSMISSION LINE EASEMENT RECORDED AT RECEPTION 4176898 OF THE RECORDS OF SAID WELD COUNTY HERETO AND THERE TERMINATING. THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE WEST LINE OF LOT A AND THE NORTH LINE OF SAID NORTHEAST QUARTER.

SAID CENTERLINE BEING 58.79 FEET IN LENGTH. CONTAINING 1,763 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

PROPERTY DESCRIPTION

PARCELS OF LAND LOCATED IN THE CITY OF FORT LUPTON, COLORADO IN SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST TOGETHER WITH SECTIONS 26, 34, AND 35, TOWNSHIP 2 NORTH, RAGE 66 WEST OF THE 6TH P.M. MORE PARTICULARLY DESCRIBED AS:

PARCEL 1 (SHEET 2)

THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., EXCEPT THAT PORTION CONVEYED TO THE CITY OF FORT LUPTON IN DEED RECORDED AT RECEPTION NO. 2312353, COUNTY OF WELD, STATE OF COLORADO.

PARCEL 2 (SHEET 3)

A PARCEL OF LAND SITUATED IN THE EAST HALF OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION BEING MONUMENTED AT THE NORTH QUARTER BY A NO. 6 REBAR WITH A 3 1/4" ALUMINUM CAP STAMPED: "JR ENG-PLS 1325B" AND AT THE CENTER 1/4 BY A NO. 5 REBAR WITH A 2" ALUMINUM CAP STAMPED: "ALPHA ENGR-LS 25537", SAID LINE ASSUMED TO BEAR NORTH 00° 15'08" EAST.

COMMENCING AT THE CENTER OF SAID SECTION 34; THENCE SOUTH 89°50'41" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 1329.95 FEET TO THE EAST CENTER 1/16TH CORNER; THENCE SOUTH 00°13'43" WEST ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 2642.14 FEET TO A POINT 30.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER; THENCE NORTH 89°32'14" WEST ALONG A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 1331.02 FEET TO A POINT ON THE WEST LINE OF THE WEST HALF OF THE EAST HALF OF SECTION 34; THENCE NORTH 00°15'16" EAST ALONG THE WEST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION, A DISTANCE OF 2635.00 FEET TO THE POINT OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

PARCEL 3 (SHEETS 3-4)

THE E1/2 OF THE E1/2 OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, EXCEPT THEREFROM A PARCEL OF LAND CONVEYED TO PUBLIC SERVICE COMPANY OF COLORADO BY DEED RECORDED JULY 24, 1959 IN BOOK 1536 AT PAGE 603, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH 280 FEET OF THE E1/2 OF THE E1/2 OF SAID SECTION 34, ALSO KNOWN BY STREET AND NUMBER AS VACANT LAND, FORT LUPTON, COLORADO 80621

PARCEL 5(1) (SHEETS 6-7) AND PARCEL 5(3) (SHEETS 6-7)

THE LAND REFERRED TO IN SCHEDULE A IS SITUATED IN THE COUNTY OF WELD, STATE OF COLORADO AND IS DESCRIBED AS FOLLOWS: TOWNSHIP TWO (2) NORTH, RANGE SIXTY-SIX (66) WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

PARCEL 5(1)

ALL OF SECTION THIRTY-FIVE (35), EXCEPT THE WEST 210 FEET CONVEYED BY DEED RECORDED IN BOOK 1537 AT PAGE 341, AND EXCEPT THOSE PORTIONS CONVEYED IN DEED TO THE CITY OF FORT LUPTON, COLORADO RECORDED APRIL 8, 1996 AT RECEPTION NO. 2484729 AND RECORDED SEPTEMBER 14, 2001 AT RECEPTION NO. 2883645, COUNTY OF WELD, STATE OF COLORADO.

PARCEL 5(3)

THE EAST HALF OF SECTION TWENTY-SIX (26), EXCEPT THOSE PORTIONS CONVEYED IN DEED TO THE CITY OF FORT LUPTON, COLORADO RECORDED APRIL 8, 1996 AT RECEPTION NO. 2484729, COUNTY OF WELD, STATE OF COLORADO.

PARCEL 9 (SHEET 4)

THE LAND REFERRED TO IN SCHEDULE A IS SITUATED IN THE COUNTY OF WELD, STATE OF COLORADO AND IS DESCRIBED AS FOLLOWS:

LOTS A AND B OF RECORDED EXEMPTION NO. 1471-03-1-RE-3864 RECORDED FEBRUARY 8, 2005 AT RECEPTION NO. 3259725 BEING LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

GENERAL NOTES

- The property shall be maintained to the curb or roadway if no curb exists.
- A transfer of ownership of the Special Use Permit must be approved by Fort Lupton City Council.
- In the event traffic numbers and usage significantly exceed those represented by the Property Owner and relied upon by the City for completion 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. Property Owner shall pay a proportionate cost shown on future improvements not described herein based on the numbers and Owner's percentage of truck total trips using the current data on the haul route in comparison to the numbers and usage represented by Applicant in completion of the traffic study. The City may retain a third party traffic study consultant to evaluate traffic data usage by Property Owner and provide said study to Property Owner prior to the imposition of any costs stated herein.

OWNER'S APPROVAL

Know All Men By These Presents, that Tri-State Generation and Transmission Association, Inc., being the sole owner or grantee, as applicable, of the real property interests described herein, does hereby consent to this plat.

IN WITNESS WHEREOF, I have hereunto set our hands and seals this 10th day of July, 2017.

Tri-State Generation and Transmission Association, Inc.

By Joel K. Bladow
Joel K. Bladow, Senior Vice President, Transmission

STATE OF COLORADO

COUNTY OF ADAMS

The foregoing instrument was acknowledged before me by Joel K. Bladow, as Senior Vice President, Transmission of Tri-State Generation and Transmission Association, Inc., on this day of July, 2017. Witness my hand and seal.

My commission expires 7-20-2021

Joel K. Bladow
Notary Public

CITY ENGINEER'S APPROVAL

Approved this 14th day of July, 2017.

BNK
City Engineer

CITY WATER AND SEWER DEPARTMENT APPROVAL

Approved this 14th day of July, 2017.

BNK
Director of Public Works

CITY ADMINISTRATOR'S APPROVAL

Approved this 14th day of July, 2017.

Joel K. Bladow
City Administrator

PLANNING COMMISSION RECOMMENDATION

Recommended this 16th day of December, 2014, by Resolution No. P2014-015.

Joel K. Bladow
Chairperson, Fort Lupton Planning Commission

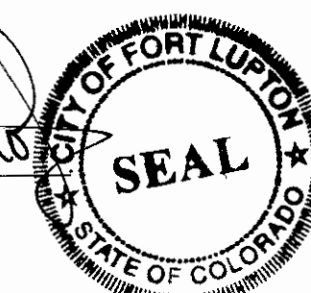
MAYOR'S CERTIFICATE

This is to certify that a plat of the above-described property was approved by resolution no. 2015R003 of the City of Fort Lupton passed and adopted on the day 5th of January, A.D., 2015 and that the Mayor of the City of Fort Lupton, as authorized by said resolution no. 2015R003 on behalf of the City of Fort Lupton, hereby acknowledges and adopts the said plat upon which this certificate is endorsed for all purposes indicated thereon.

Attest:

Joel K. Bladow
City Clerk

(Seal)



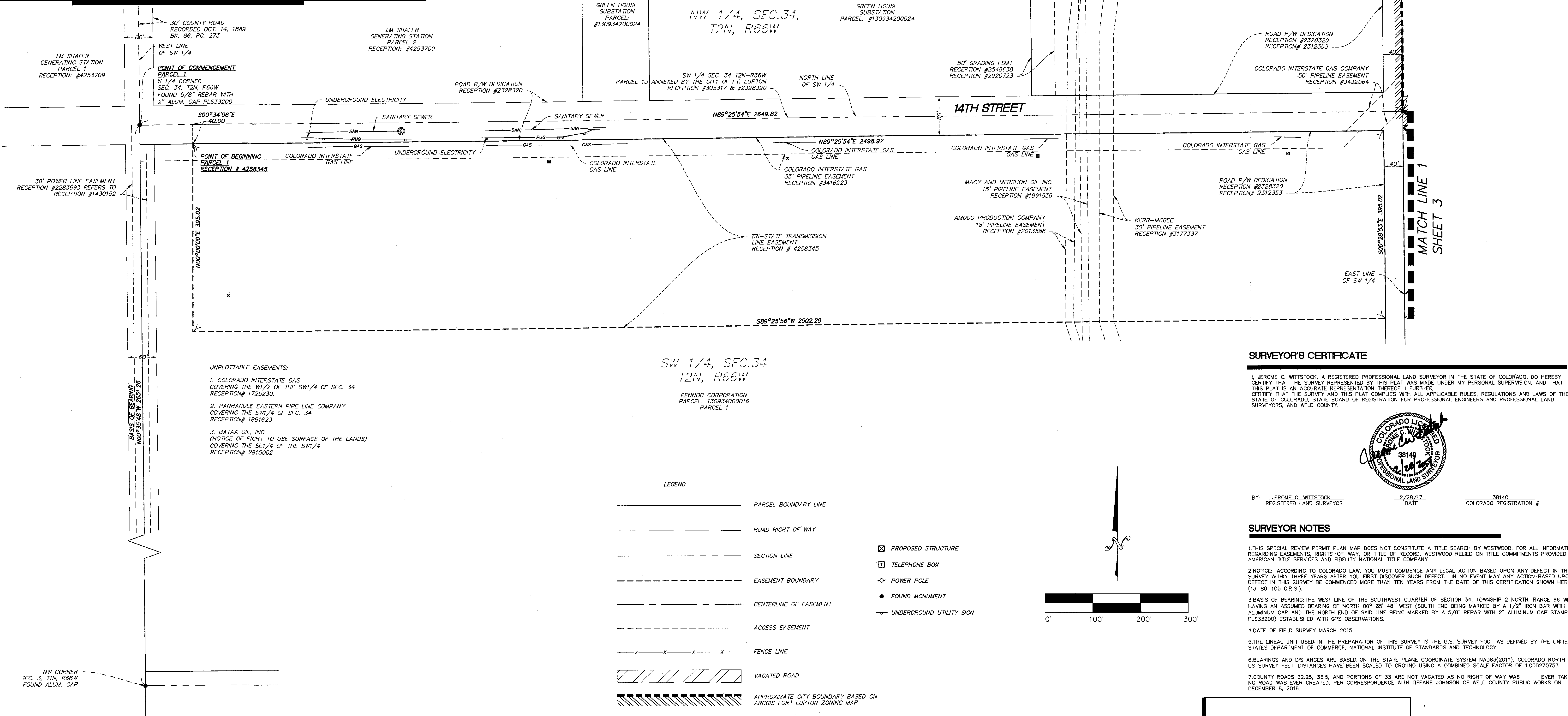
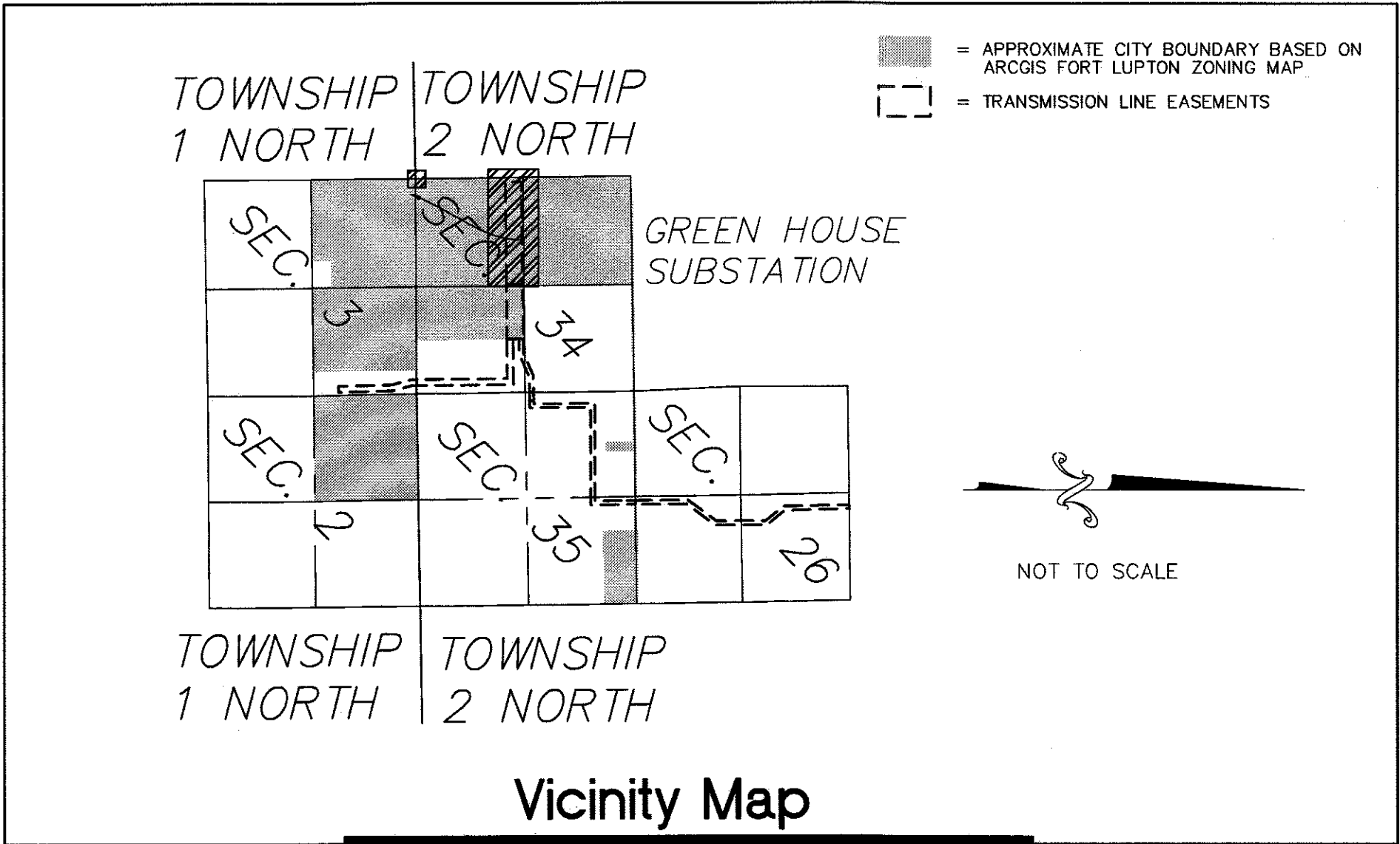
BEING A PORTION OF TOWNSHIP 1 NORTH, RANGE 66 WEST, SECTION 3, TOGETHER WITH TOWNSHIP 2 NORTH, RANGE 66 WEST SECTIONS 26, 34, 35.

Date: 2/28/17

Sheet: 1 OF 8

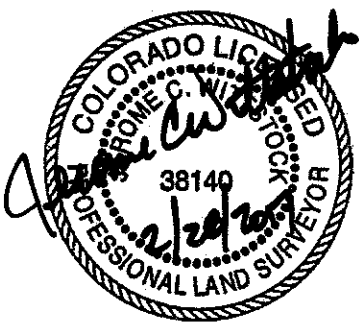


TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. SPECIAL USE PERMIT, PROJECT NO. SUP2014-002
BEING PART OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST TOGETHER WITH SECTIONS
26, 34, AND 35 TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M. WELD COUNTY COLORADO



SURVEYOR'S CERTIFICATE

I, JEROME C. WITSTOCK, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION, AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND WELD COUNTY.



BY: JEROME C. WITSTOCK
REGISTERED LAND SURVEYOR

DATE: 2/28/17

38140
COLORADO REGISTRATION #

SURVEYOR NOTES

1. THIS SPECIAL REVIEW PERMIT PLAN MAP DOES NOT CONSTITUTE A TITLE SEARCH BY WESTWOOD, FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, OR TITLE OF RECORD, WESTWOOD RELIED ON TITLE COMMITMENTS PROVIDED BY AMERICAN TITLE SERVICES AND FIDELITY NATIONAL TITLE COMPANY.

2. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THIS CERTIFICATION SHOWN HEREON (13-80-105 C.R.S.).

3. BASIS OF BEARING: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 66 WEST HAVING AN ASSUMED BEARING OF NORTH 00° 35' 48" WEST (SOUTH END BEING MARKED BY A 1/2" IRON BAR WITH ALUMINUM CAP AND THE NORTH END OF SAID LINE BEING MARKED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED PLS33200) ESTABLISHED WITH GPS OBSERVATIONS.

4. DATE OF FIELD SURVEY MARCH 2015.

5. THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

6. BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD83(2011), COLORADO NORTH ZONE, US SURVEY FEET. DISTANCES HAVE BEEN SCALED TO GROUND USING A COMBINED SCALE FACTOR OF 1.000270753.

7. COUNTY ROADS 32.25, 33.5, AND PORTIONS OF 33 ARE NOT VACATED AS NO RIGHT OF WAY WAS EVER TAKEN AND NO ROAD WAS EVER CREATED. PER CORRESPONDENCE WITH TIFFANE JOHNSON OF WELD COUNTY PUBLIC WORKS ON DECEMBER 8, 2016.



Westwood Professional Services, Inc.
7501 College Blvd, Suite 101
Overland Park, Kansas 66210

PHONE 913-851-4492
FAX 913-851-8357

www.westwoodps.com

PROJECT NO. SUP2014-002
RESOLUTION NO. 2015R003

Revisions: Tri-State Comments
Added Reception Numbers
Revised per Client's Request
Revised per Weld County Comments

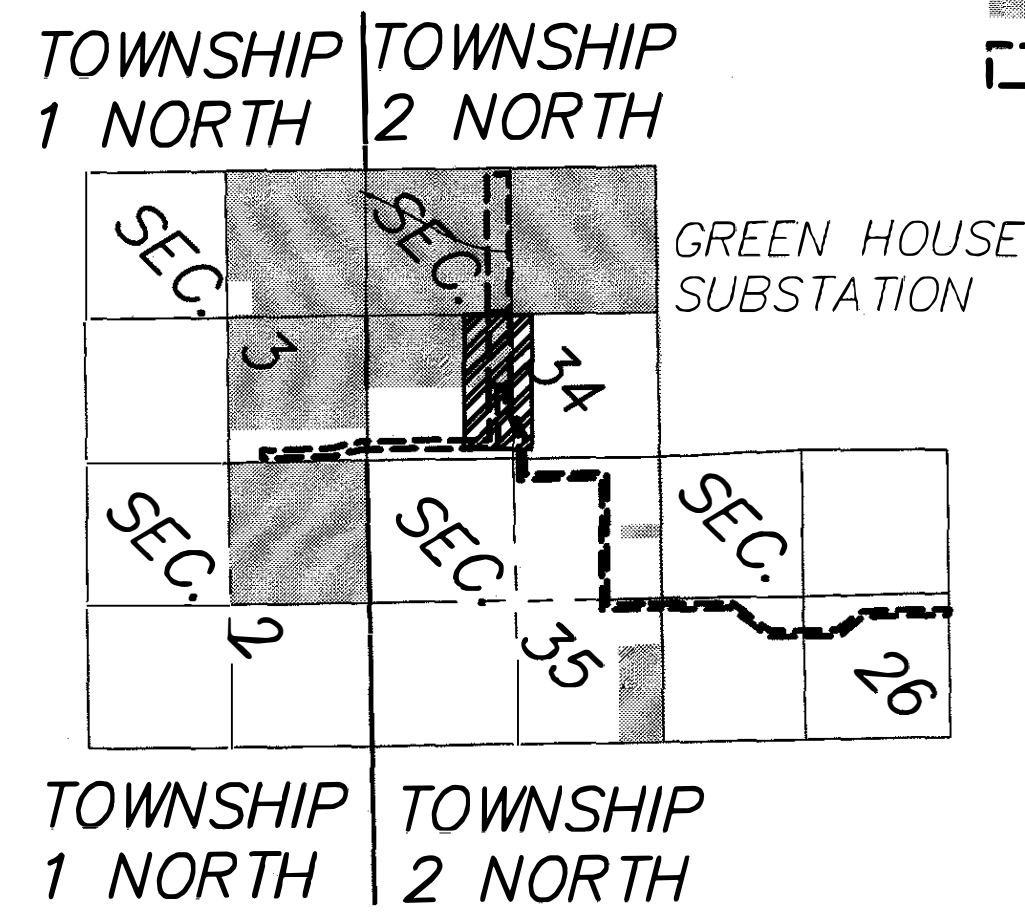
Drawn: ARG MAS
Checked: CFI
Drawn: ZJD
Record Drawing by/date:

Prepared for: **TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.**
1100 W. 116TH AVENUE, DENVER, COLORADO 80233

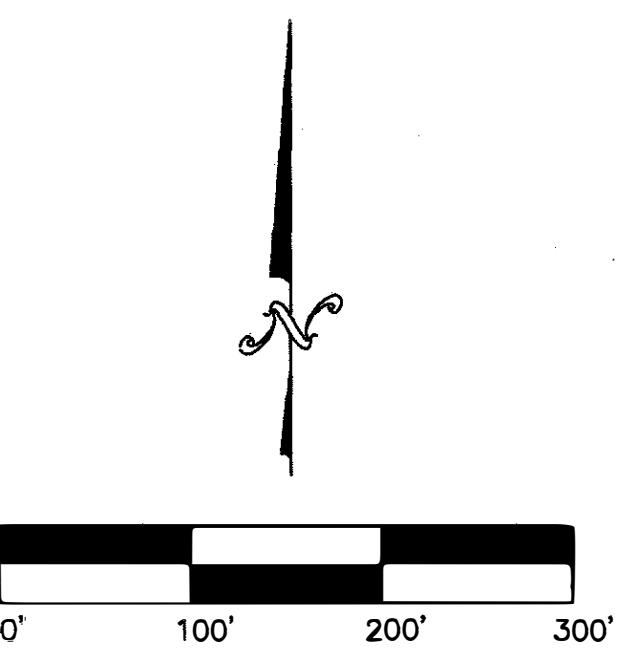
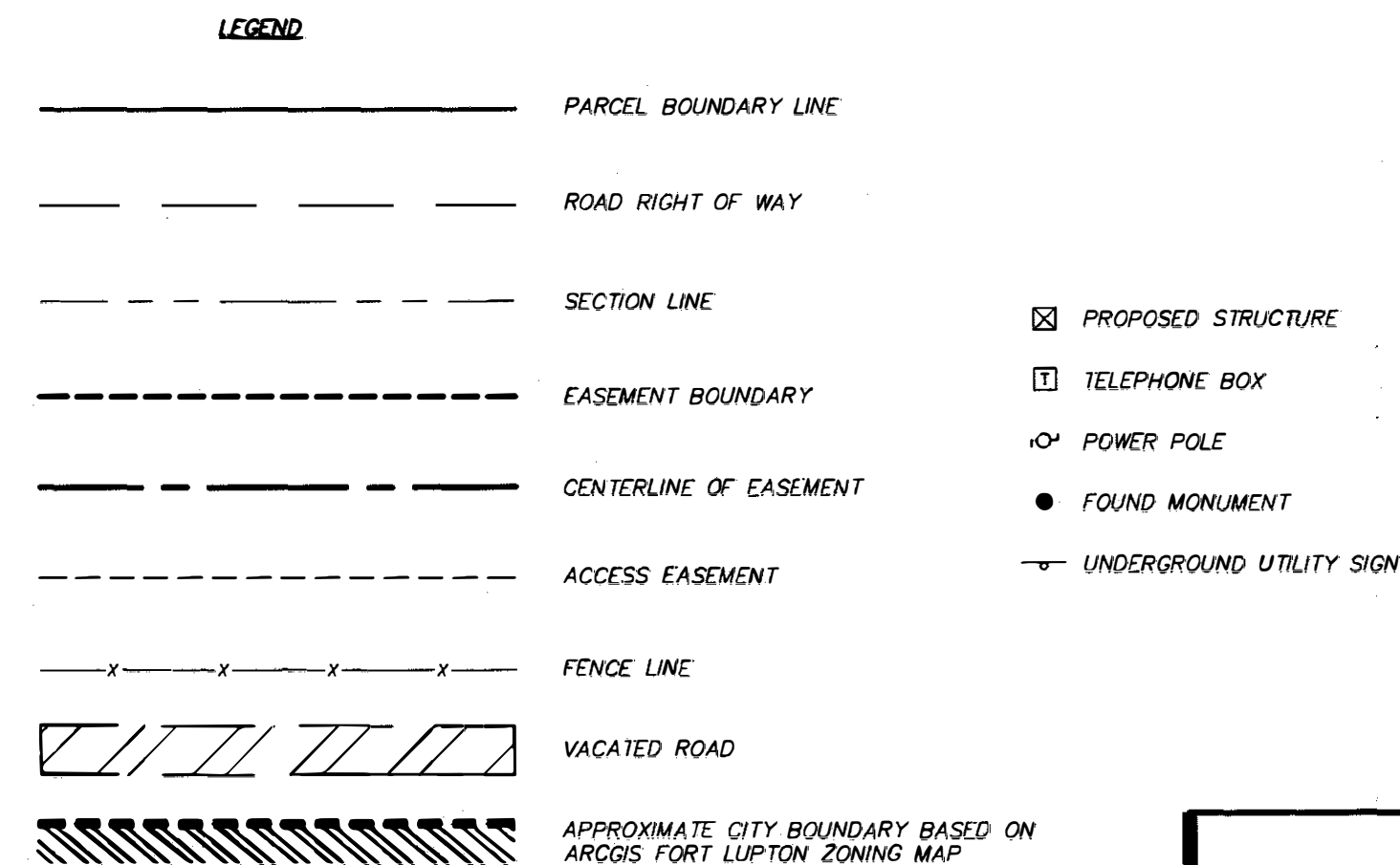
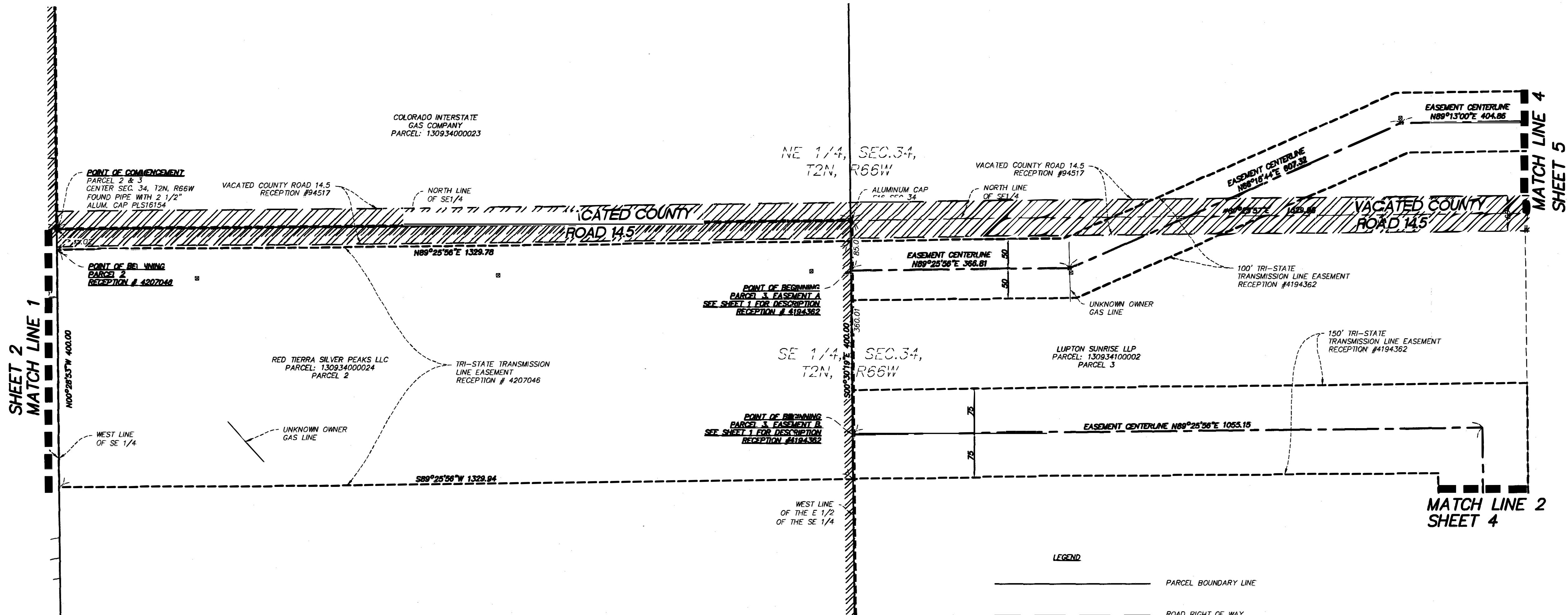
BEING A PORTION OF TOWNSHIP 1
NORTH, RANGE 66 WEST, SECTION 3,
TOGETHER WITH TOWNSHIP 2 NORTH,
RANGE 66 WEST SECTIONS 26, 34, 35.

Date: 2/28/17 Sheet: 2 OF 8

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. SPECIAL USE PERMIT, PROJECT NO. SUP2014-002
BEING PART OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST TOGETHER WITH SECTIONS
26, 34, AND 35 TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M. WELD COUNTY COLORADO



Vicinity Map



Westwood Professional Services, Inc.
7501 College Blvd., Suite 101
Overland Park, Kansas 66210
PHONE 913-861-4492
FAX 913-861-8957
www.westwoodps.com

PROJECT NO. SUP2014-002
RESOLUTION NO. 2015R003

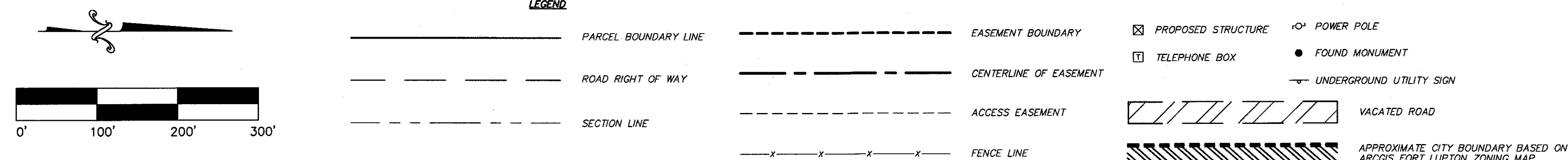
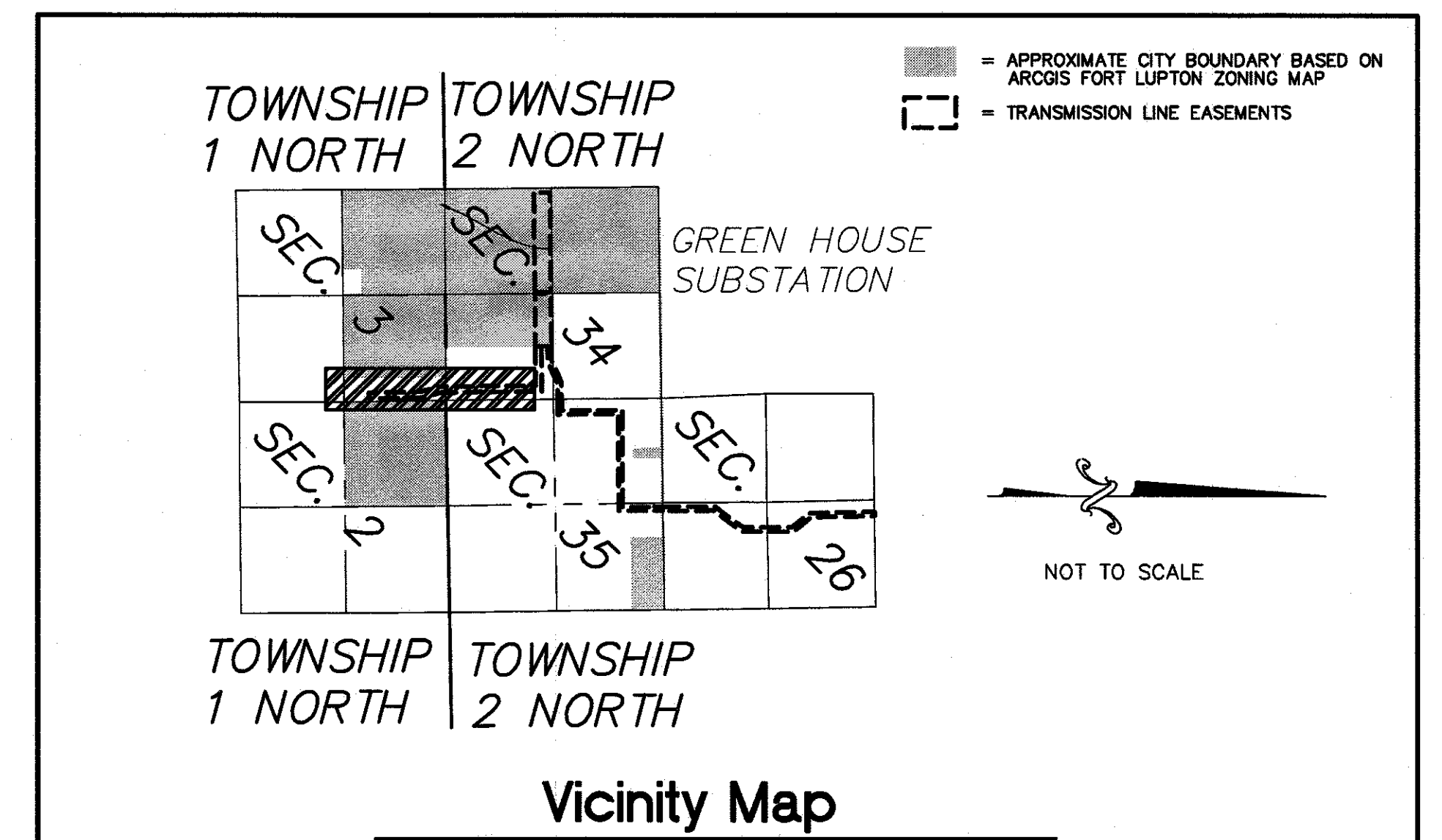
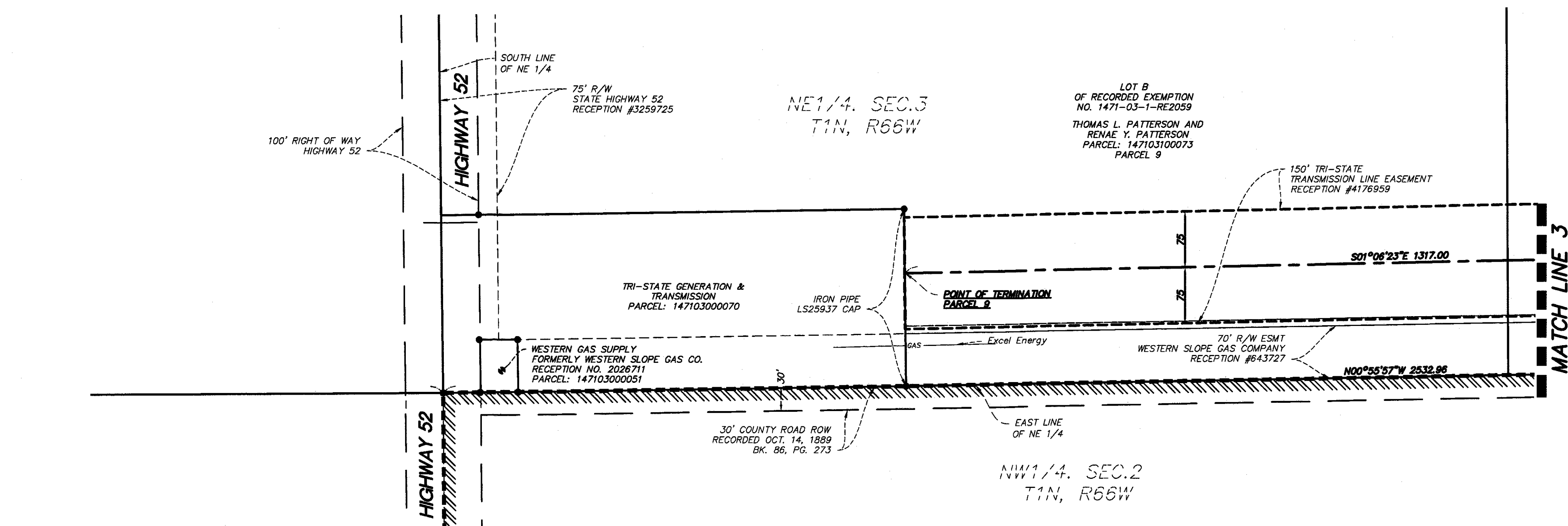
Revisions: Tri-State Comments
Added Revision Numbers
Revised per Client's Request
Revised per Weld County Comments

Drawn: ARG MAS
Checked: CFI
Drawn: ZJD
Record Drawing by/date:

Prepared for: **TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.**
1100 W. 116TH AVENUE, DENVER, COLORADO 80233

BEING A PORTION OF TOWNSHIP 1 NORTH, RANGE 66 WEST, SECTION 3. TOGETHER WITH TOWNSHIP 2 NORTH, RANGE 66 WEST SECTIONS 26, 34, 35.

Date: 2/28/17 Sheet: 3 OF 8



TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. SPECIAL USE PERMIT, PROJECT NO. SUP2014-002
BEING PART OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST TOGETHER WITH SECTIONS
26, 34, AND 35 TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M. WELD COUNTY COLORADO

SHEET 6
MATCH LINE 5

LUPTON SUNRISE LLP
PARCEL: 130934100002
PARCEL 3
NE 1/4, SEC. 34
T2N, R66W

EAST LINE OF WEST
210 FEET OF NW 1/4
PUBLIC SERVICE CO
OF COLORADO
PARCEL
130935000003
PARCEL 4

ELIZABETH M. SHAFFER
DAVID L. BADDING
MARY J. SENEROS
JOHN BADDING
FRANCIS J. DEAGUERRO
PARCEL: 130935000009
PARCEL 5 (1)
NW 1/4, SEC. 35
T2N, R66W

NE 1/4, SEC. 35
T2N, R66W

30' COUNTY ROAD ROW
RECORDED OCT. 14, 1989
BK. 66, PG. 273

30'

EAST LINE
OF NE 1/4

POINT OF BEGINNING
PARCEL 5(1)
RECEPTION #4186578

N89°13'00"E 210.00

POINT OF TERMINATION
EASEMENT A PARCEL 3

POINT OF COMMENCEMENT
PARCEL 5(1)

W 1/4 CORNER
SEC. 35, T2N, R66W

FOUND PIPE WITH 2 1/2" ALUM. CAP PLS22097

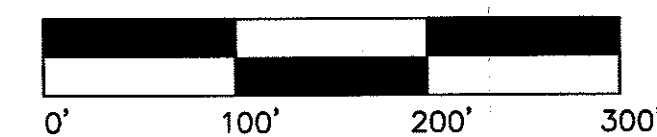
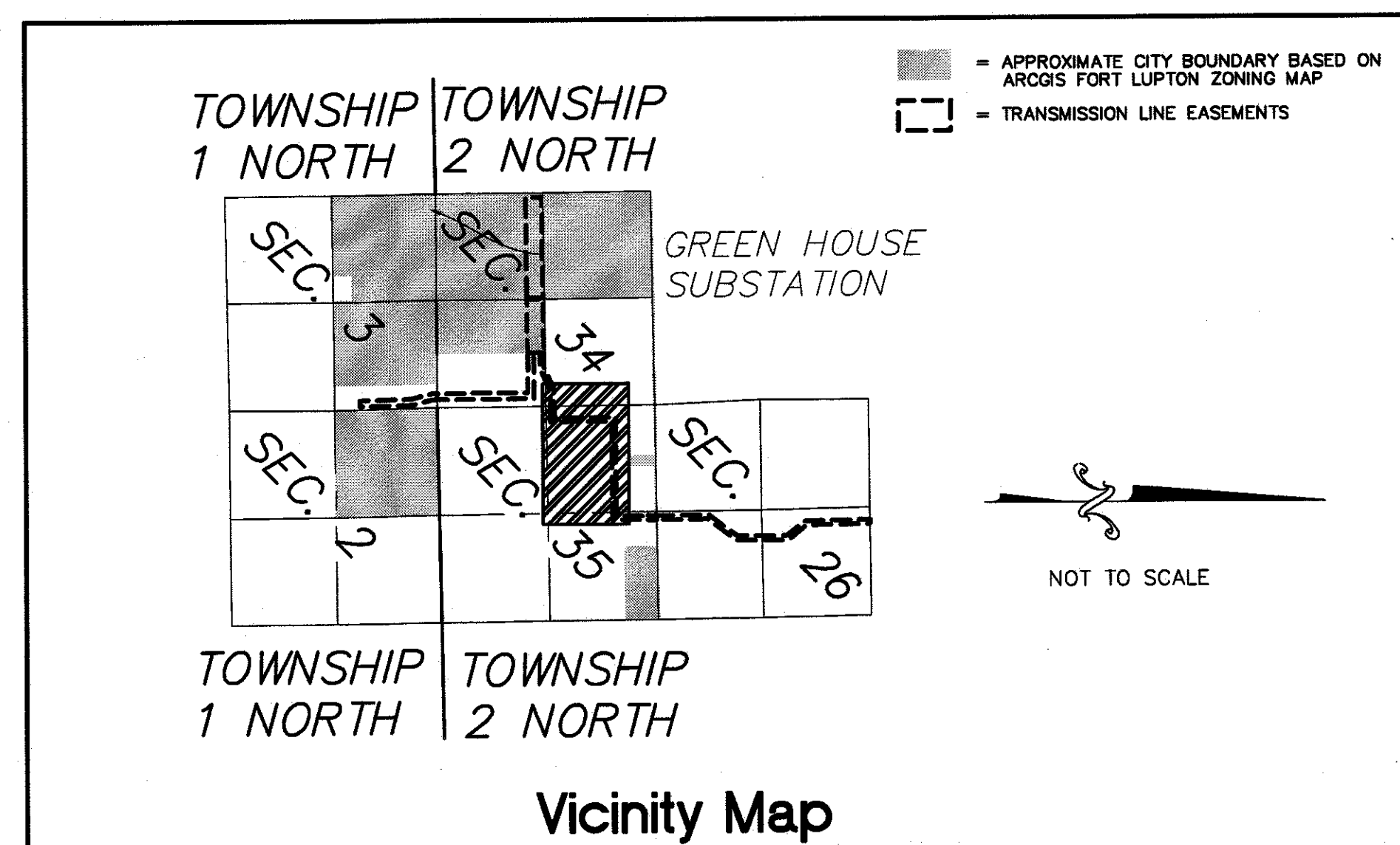
E 1/4
SEC. 34, T2N, R66W
FOUND ALUM. CAP

EASEMENT CENTERLINE
N89°13'00"E 121.99

VACATED COUNTY ROAD 14.5
RECEPTION #94517

SOUTH LINE
OF NW 1/4

VACATED COUNTY
ROAD 14.5



LEGEND

- PARCEL BOUNDARY LINE
- ROAD RIGHT OF WAY
- SECTION LINE
- EASEMENT BOUNDARY
- CENTERLINE OF EASEMENT
- ACCESS EASEMENT
- FENCE LINE
- VACATED ROAD
- APPROXIMATE CITY BOUNDARY BASED ON ARCS'S FORT LUPTON ZONING MAP
- PROPOSED STRUCTURE
- TELEPHONE BOX
- POWER POLE
- FOUND MONUMENT
- UNDERGROUND UTILITY SIGN



Westwood Professional Services, Inc.
7501 College Blvd., Suite 101
Overland Park, Kansas 66210
PHONE 913-851-4492
FAX 913-851-8957

PROJECT NO. SUP2014-002
RESOLUTION NO. 2015R003

Revisions: Tri-State Comments
Added Reception Numbers
Revised per Client's Request
Revised per Weld County Comments

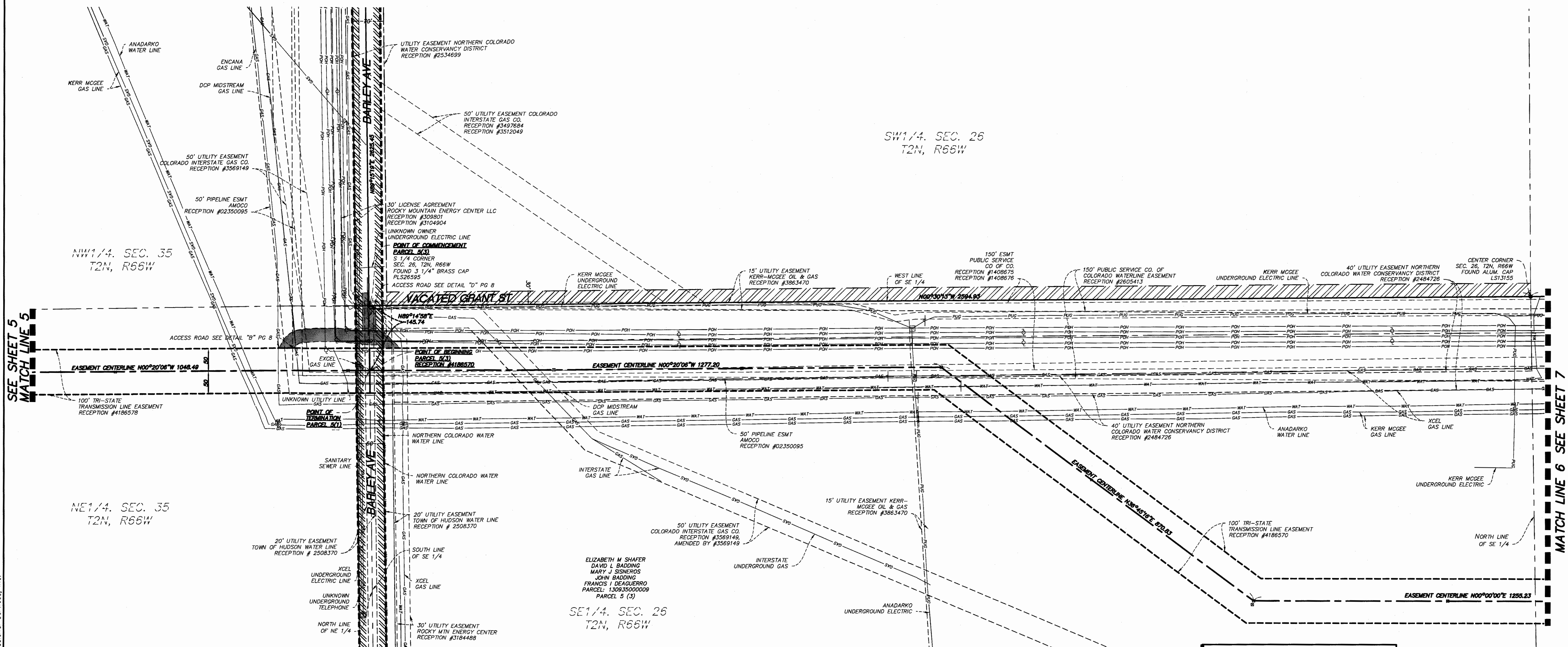
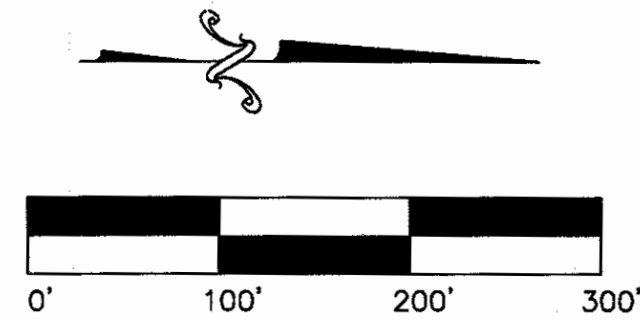
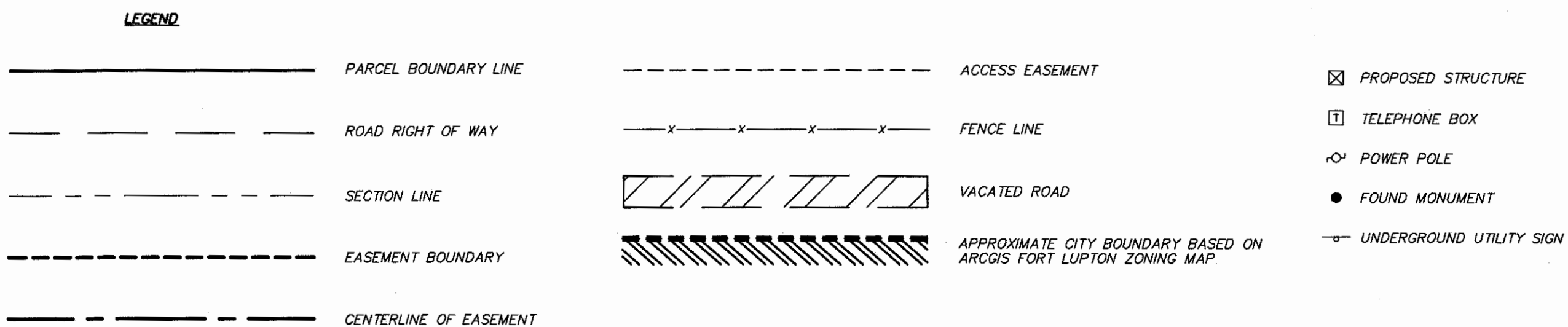
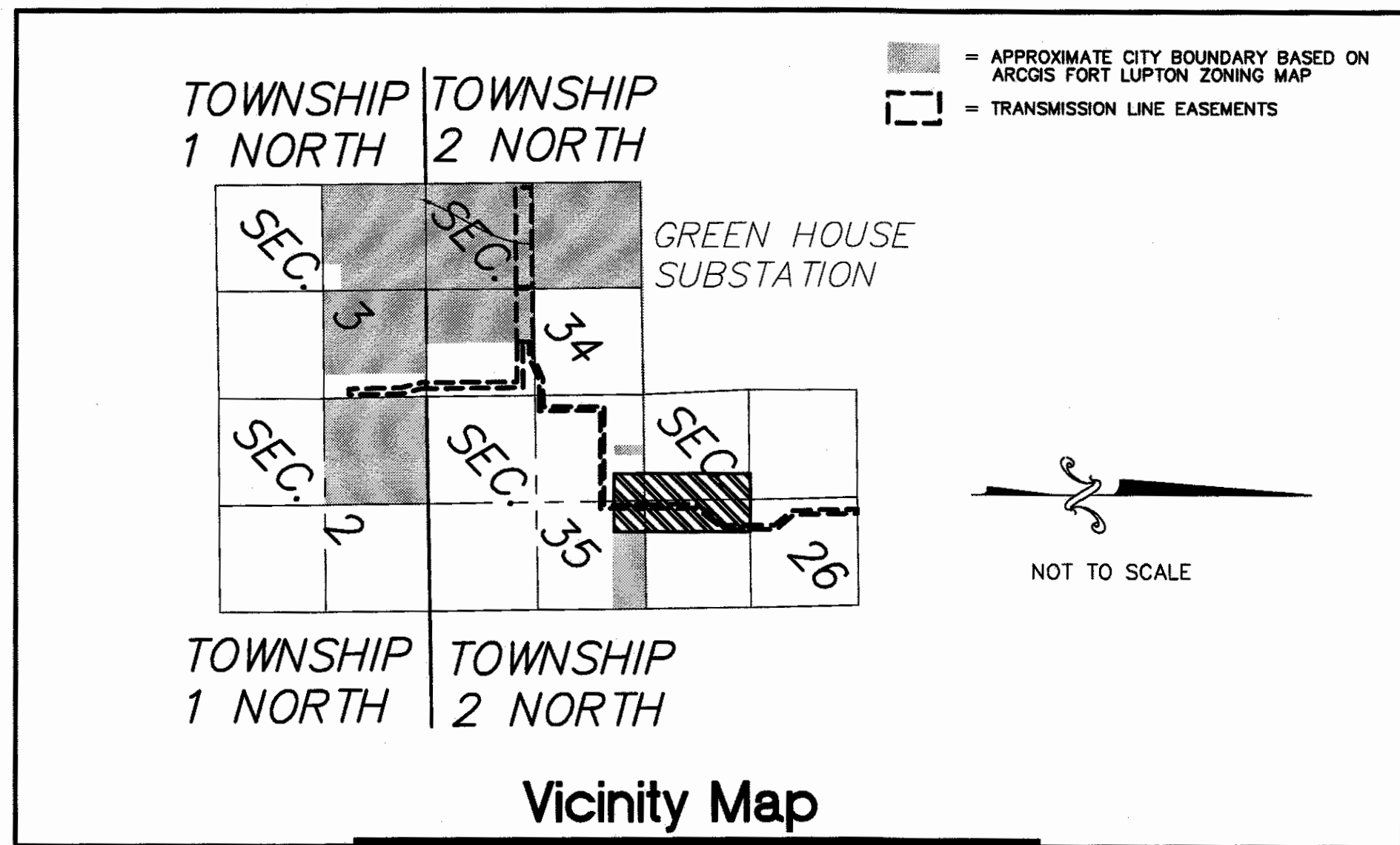
Drawn: ARG MAS
Checked: CFI
Drawn: ZJD
Record Drawing by/date:

Prepared for: TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.
1100 W. 116TH AVENUE, DENVER, COLORADO 80233

BEING A PORTION OF TOWNSHIP 1
NORTH, RANGE 66 WEST, SECTION 3.
TOGETHER WITH TOWNSHIP 2 NORTH,
RANGE 66 WEST SECTIONS 26, 34, 35.

Date: 2/28/17 Sheet: 5 OF 8

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. SPECIAL USE PERMIT, PROJECT NO. SUP2014-002
BEING PART OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST TOGETHER WITH SECTIONS
26, 34, AND 35 TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M. WELD COUNTY COLORADO



Westwood Professional Services, Inc.
7601 College Blvd., Suite 101
Overland Park, Kansas 66210

PHONE 913-861-4492
FAX 913-861-9367

www.westwoodps.com

PROJECT NO. SUP2014-002
RESOLUTION NO. 2015R003

Revisions: Tri-State Comments
Added Reception Numbers
Revised per Client's Request
Revised per Weld County Comments

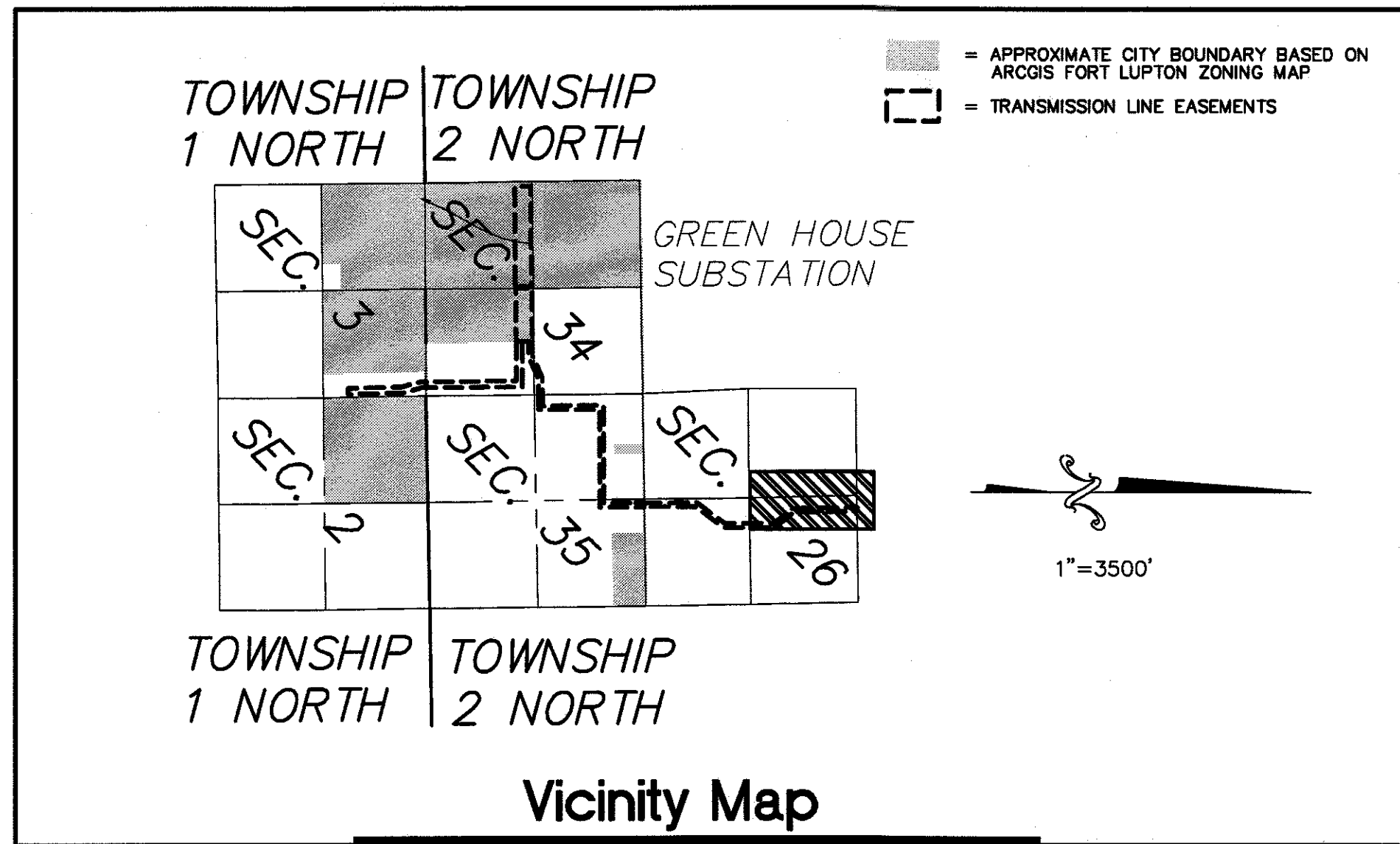
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Checked: CFI
Drawn: ZJD
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Prepared for: TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.
1100 W. 116TH AVENUE, DENVER, COLORADO 80233

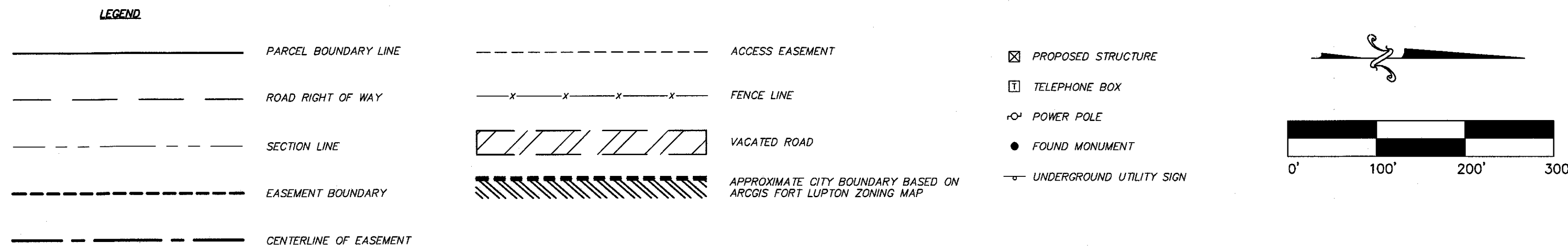
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Date: 2/28/17

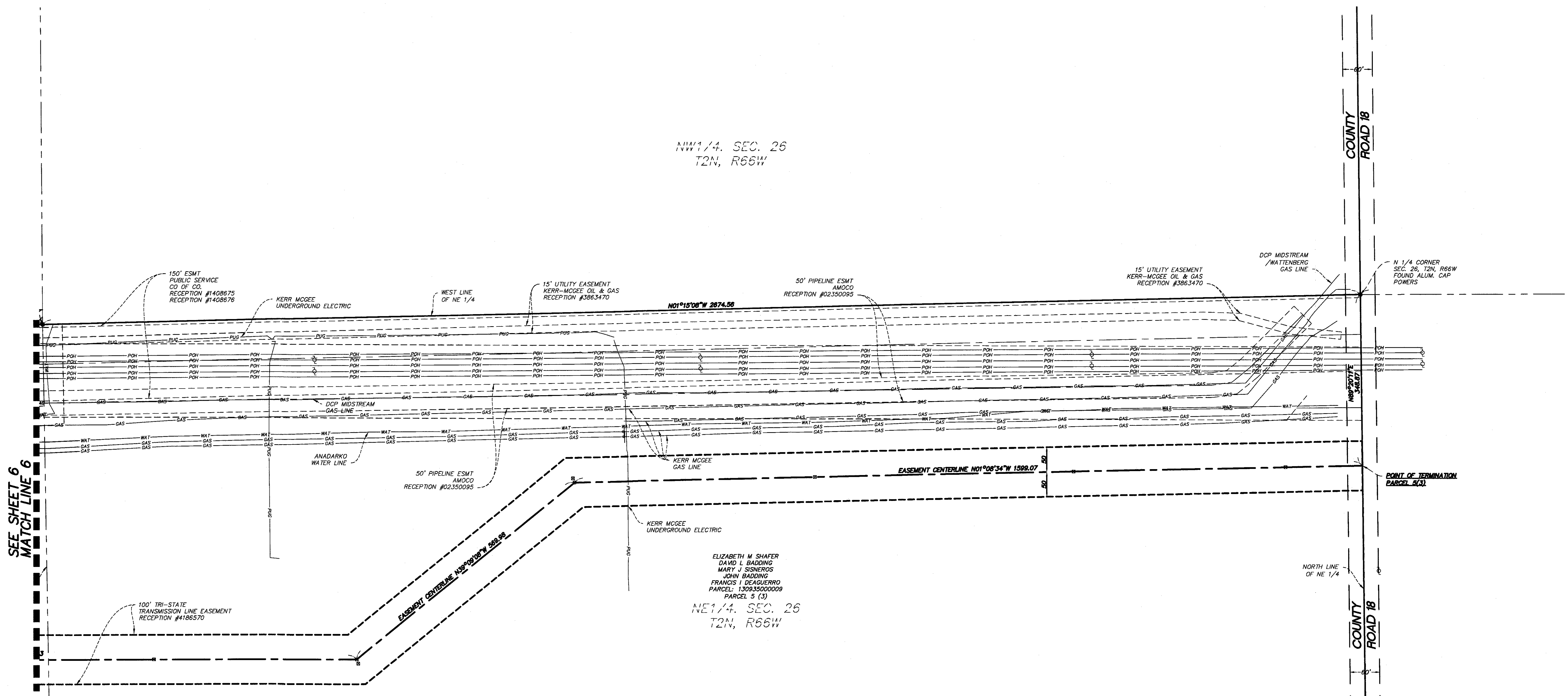
Sheet: 6 OF 8



TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. SPECIAL USE PERMIT, PROJECT NO. SUP2014-002
BEING PART OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST TOGETHER WITH SECTIONS
26, 34, AND 35 TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M. WELD COUNTY COLORADO



NW1/4, SEC. 26
T2N, R66W



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7501 College Blvd., Suite 101
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PHONE 913-861-4492
FAX 913-861-8367
www.westwoodps.com

PROJECT NO. SUP2014-002
RESOLUTION NO. 2015R003

Revisions: Tri-State Comments
Added Reception Numbers
Revised per Client's Request
Revised per Weld County Comments

Crew: ARG MAS
Checked: CFI
Drawn: ZJD
Record Drawing by/date:

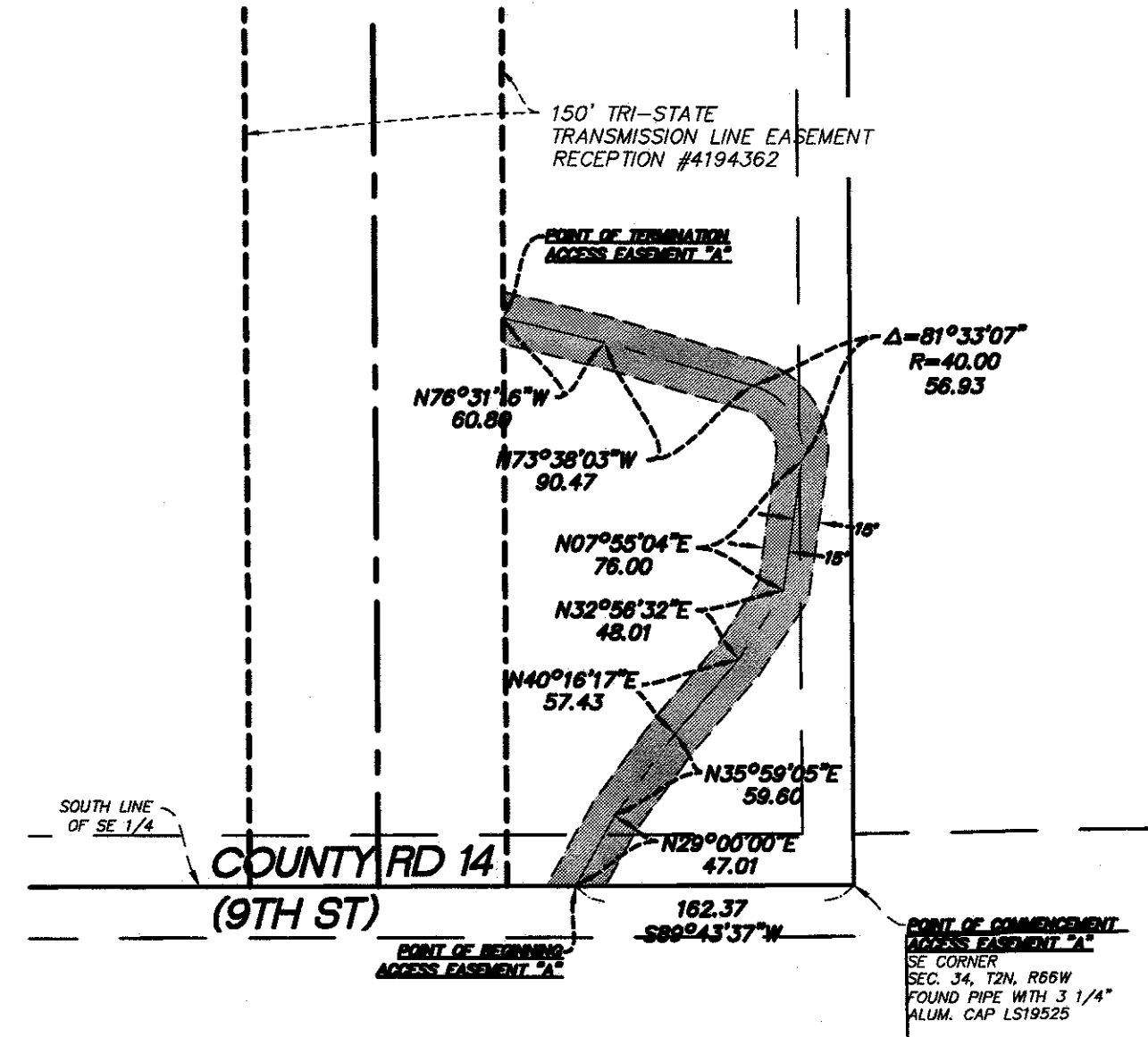
Prepared for: **TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.**
1100 W. 116TH AVENUE, DENVER, COLORADO 80233

BEING A PORTION OF TOWNSHIP 1
NORTH, RANGE 66 WEST, SECTION 3.
TOGETHER WITH TOWNSHIP 2 NORTH,
RANGE 66 WEST SECTIONS 26, 34, 35.

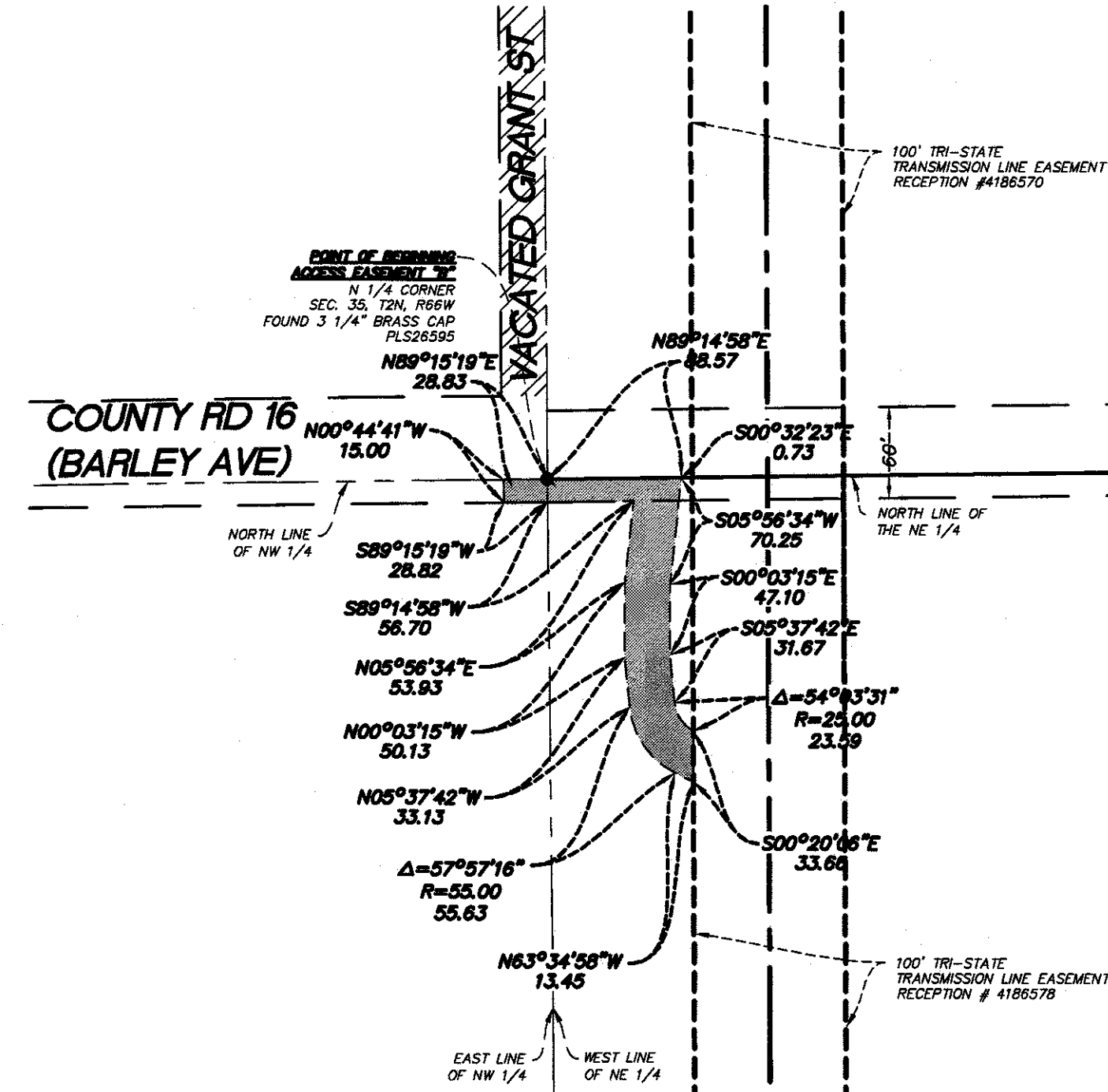
Date: 2/28/17 Sheet: 7 OF 8

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. SPECIAL USE PERMIT, PROJECT NO. SUP2014-002
BEING PART OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST TOGETHER WITH SECTIONS
26, 34, AND 35 TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M. WELD COUNTY COLORADO

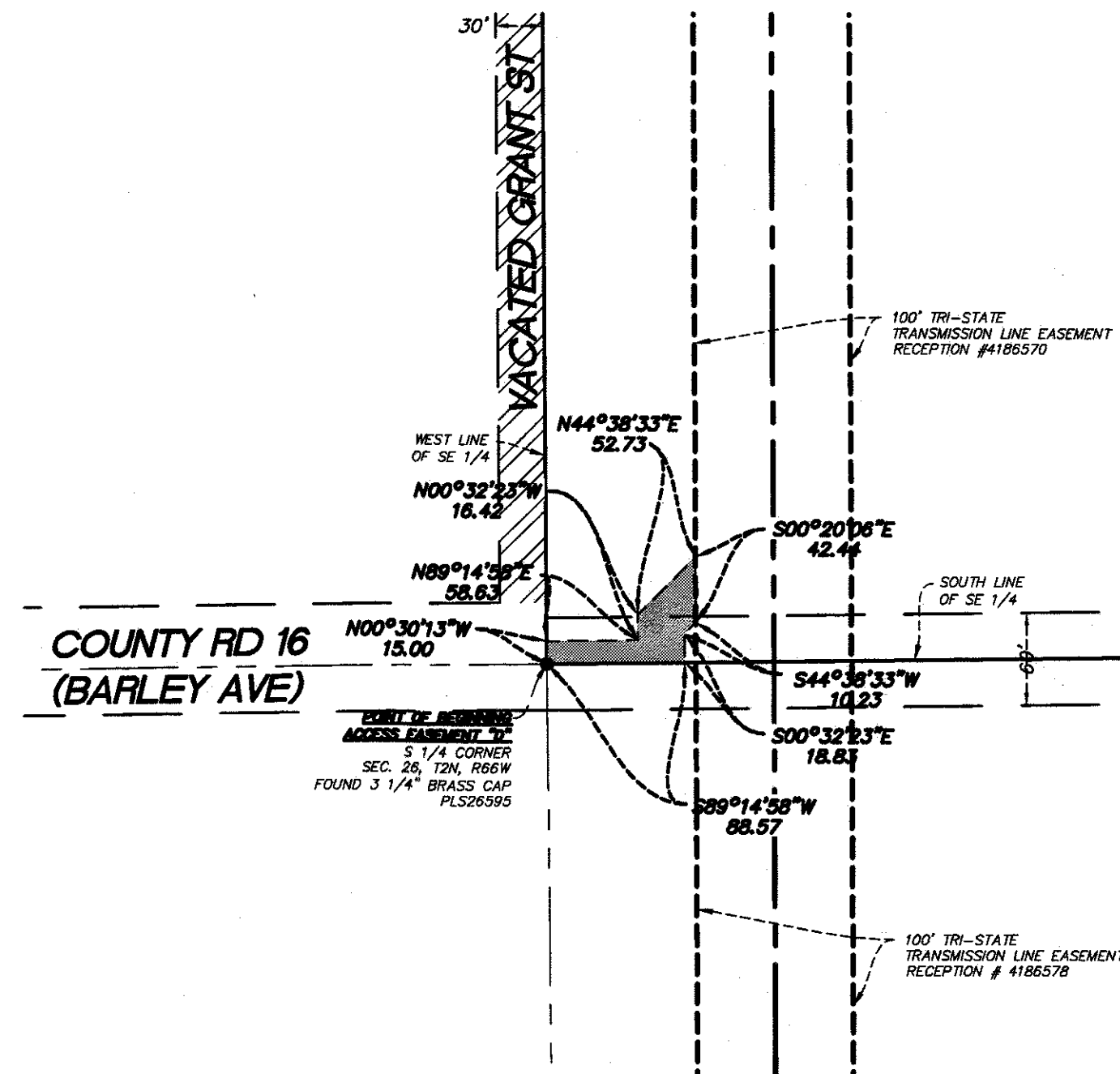
DETAIL "A" SHEET 4



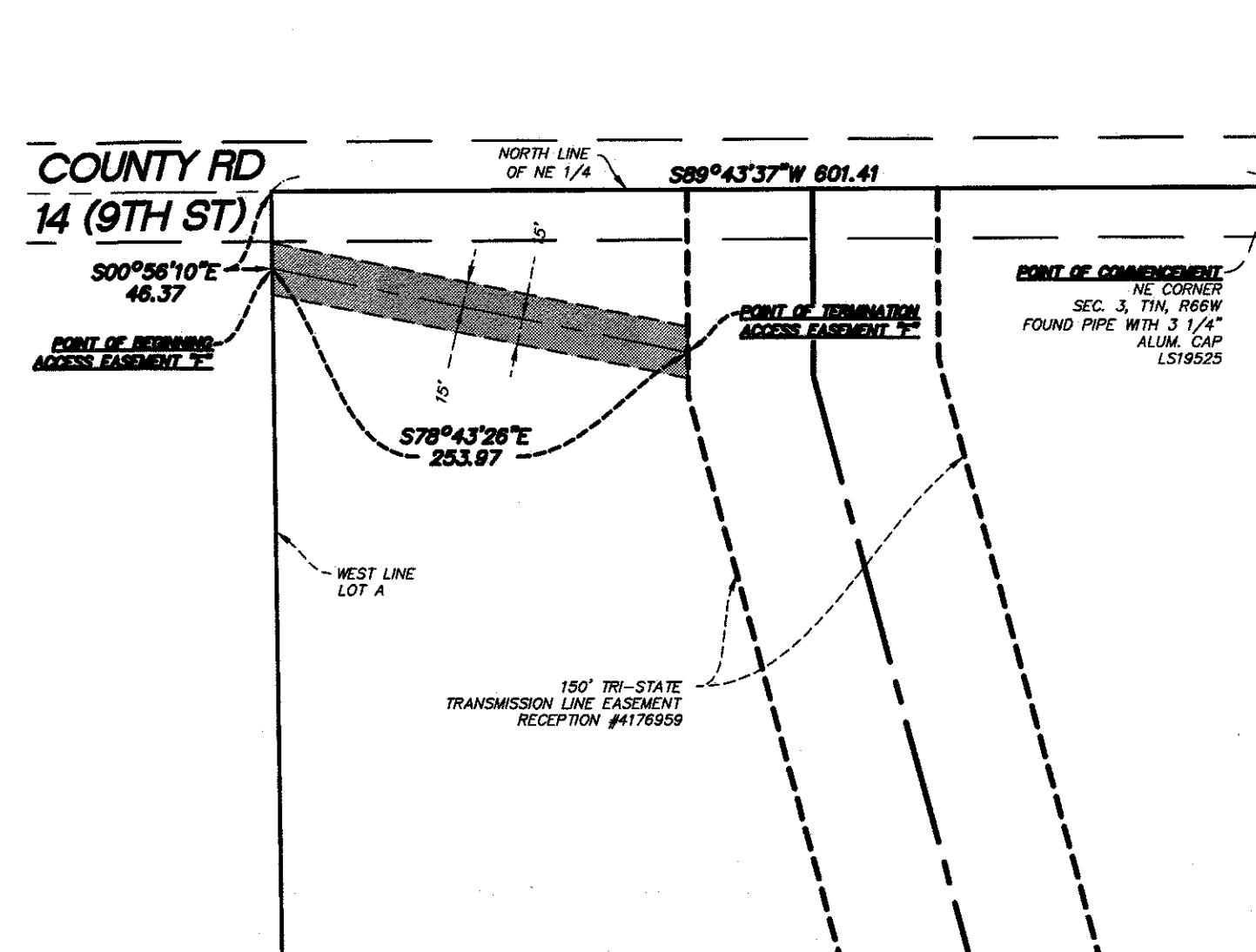
DETAIL "B" SHEET 6



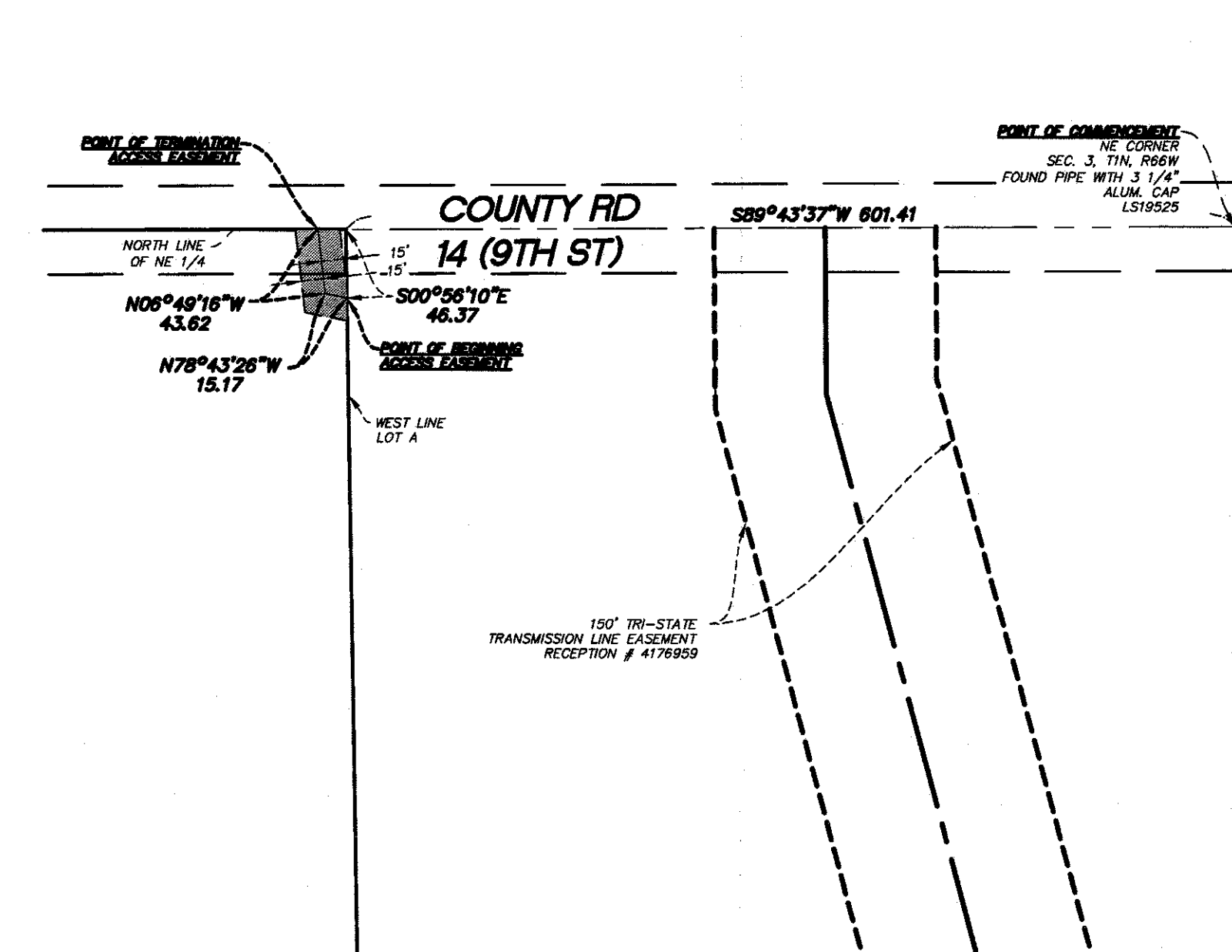
DETAIL "D" SHEET 6



DETAIL "F" SHEET 4

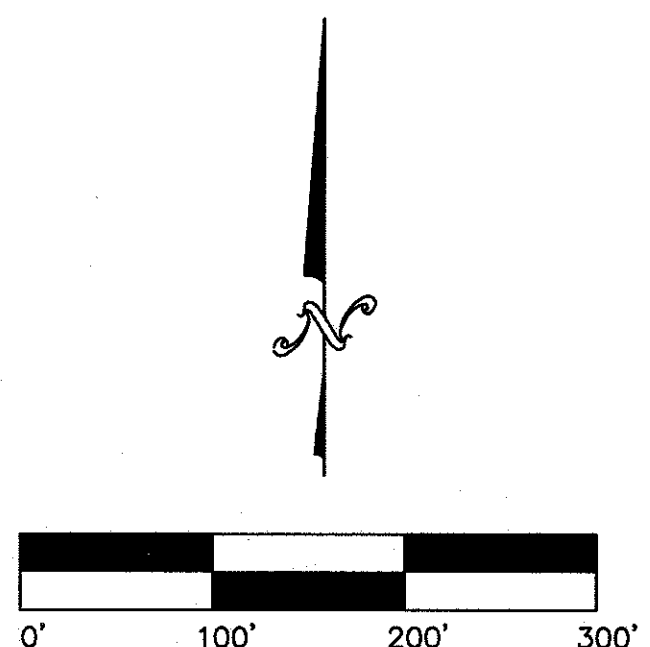


DETAIL "G" SHEET 4



LEGEND

	PARCEL BOUNDARY LINE		CENTERLINE OF EASEMENT		PROPOSED STRUCTURE
	ROAD RIGHT OF WAY		ACCESS EASEMENT		TELEPHONE BOX
	SECTION LINE		FENCE LINE		POWER POLE
	EASEMENT BOUNDARY		PROPOSED EASEMENT AREA		FOUND MONUMENT
					UNDERGROUND UTILITY SIGN



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PROJECT NO. SUP2014-002
RESOLUTION NO. 2015R003

Revisions: Tri-State Comments
Added Reception Numbers
Revised per Client's Request
Revised per Weld County Comments

Crew: ARG MAS
Checked: CFI
Drawn: ZJD
Record Drawing by/date:

Prepared for: **TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.**
1100 W. 116TH AVENUE, DENVER, COLORADO 80233

BEING A PORTION OF TOWNSHIP 1
NORTH, RANGE 66 WEST, SECTION 3,
TOGETHER WITH TOWNSHIP 2 NORTH,
RANGE 66 WEST SECTIONS 26, 34, 35.

Date: 2/28/17 Sheet: 8 OF 8

RESOLUTION NO. 2015R048

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.'S SPECIAL USE PERMIT TO CONSTRUCT A TRANSMISSION LINE TO COMPLETE THE PORTION OF PHASE II OF THE SOUTHWEST WELD EXPANSION PROJECT THAT IS LOCATED WITHIN THE CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on October 20, 2015, for the purpose of reviewing the Special Use Permit for Tri-State Generation and Transmission Association, Inc. to construct a transmission line on multiple parcels within the City of Fort Lupton, Colorado; and

WHEREAS, after review of the application for a Special Use Permit, and consideration of staff comments, applicant's presentation and any public input, Planning Commission recommended approval of the Special Use Permit to City Council; and

WHEREAS, the City Council held a public hearing to consider and review the request for a Special Use Permit on November 2, 2015; 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 one hundred (100) feet of the property, and the posting of a sign on the site advertising the public hearing a minimum of fifteen (15) days in advance of the hearing; 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 review of the applicable policies and goals in the Fort Lupton Land Use Plan, review of the Zoning Regulations, and analysis of referral comments, the City Council hereby approves the Special Use Permit for Tri-State Generation and Transmission Association, Inc. to construct a transmission line to complete the portion of Phase II of the Southwest Weld Expansion Project that is located within the City of Fort Lupton, Colorado, conditional upon the following:

I. Prior to construction:

- A.** Written evidence must be provided to show that the location of transmission lines on private property has been finalized.

B. Written evidence must be provided to show that applicant has obtained approval for the preferred alignment placement of the transmission lines outside of the City limits from Weld County.

C. Two sets of Mylars of the special use permit maps shall be submitted for recording.

II. Prior to recording the special use permit:

A. The title of the special use map permit shall include the Project No. SUP2015-004.

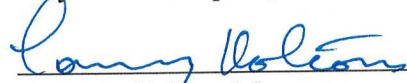
B. The following notes shall be placed on the special use permit map:

1. Any transfer of ownership of the special use permit must be approved by Fort Lupton City Council.
2. In the event traffic numbers and usage significantly exceed those represented by the Property 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. Property Owner shall pay a proportionate cost share of future improvements not described herein based on the Property Owner's percentage of truck total trips using the current data on the haul route in comparison to the numbers and usage represented by Applicant in compilation of the traffic study. The City may retain a third party traffic study consultant to evaluate traffic data usage by Property Owner and provide said study to Property Owner prior to the imposition of any costs stated herein.

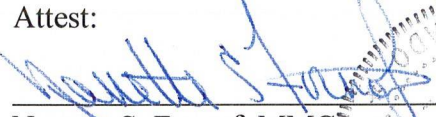
C. This approval is conditioned on the applicant placing the transmission lines along the preferred alignment identified in the application materials.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 2nd DAY OF NOVEMBER 2015.

City of Fort Lupton, Colorado

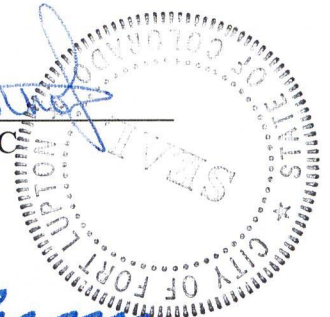

Tommy Holton, Mayor

Attest:


Nanette S. Fornof, MMC
City Clerk

Approved as to form:


Andy Ausmus, City Attorney

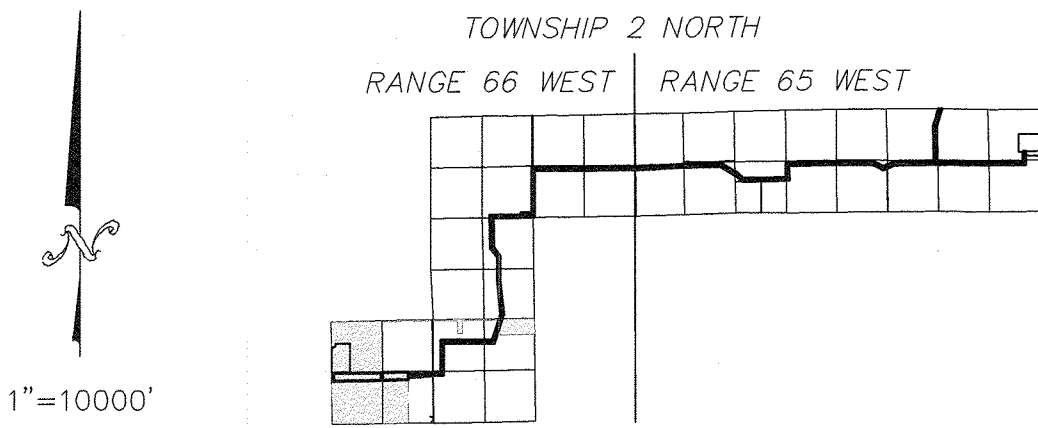


TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. SPECIAL USE PERMIT - PHASE II
PROJECT NO. SUP2015-004
Being part of Sections 34, 35, 26, 23, 24, Township 2 North, Range 66 West and
Sections 19, 20, 21, 22, Township 2 North, Range 65 West of the 6th P.M. Weld County, Colorado

GENERAL LEGAL DESCRIPTION FOR TRANSMISSION LINE ALIGNMENT

COMMENCING AT THE GREENHOUSE SUBSTATION LOCATED WITHIN THE CORPORATE CITY LIMITS OF FORT LUPTON IN SECTION 34, TOWNSHIP 2 NORTH, RANGE 66 WEST, THENCE CROSSING SECTIONS 34, 35, 26, 23 AND 24 TOWNSHIP 2 NORTH, RANGE 66 WEST, THENCE CROSSING SECTIONS 19, 20, 21 AND 22 TOWNSHIP 2 NORTH, RANGE 65 WEST AND TERMINATES AT THE COLFER SUBSTATION IN SECTION 22, TOWNSHIP 2 NORTH, RANGE 65 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO.

Vicinity Map



LEGAL DESCRIPTIONS OF TRANSMISSION EASEMENTS

PARCEL 1 (SHEET 2)

A TRACT OF LAND LYING OVER, UNDER AND ACROSS A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 66 WEST IN WELD COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 34; THENCE WITH ALL BEARINGS MADE RELATIVE THERETO, NORTH 89 DEGREES 25 MINUTES 54 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 110.78 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 06 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 25 MINUTES 54 SECONDS EAST, PARALLEL TO AND 40 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2498.97 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 53 SECONDS EAST, PARALLEL TO AND 40 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 395.02 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 56 SECONDS WEST, A DISTANCE OF 2502.29 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 395.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 987,780 SQUARE FEET OR 22.68 ACRES, MORE OR LESS.

PARCEL 2 (SHEET 3)

A TRACT OF LAND LYING OVER, UNDER AND ACROSS A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 66 WEST IN WELD COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 34; THENCE WITH ALL BEARINGS MADE RELATIVE THERETO, SOUTH 00 DEGREES 28 MINUTES 53 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 35.02 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 25 MINUTES 56 SECONDS EAST, A DISTANCE OF 1329.78 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 19 SECONDS EAST, ALONG THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER, A DISTANCE OF 400.00 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 56 SECONDS WEST, A DISTANCE OF 1329.94 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 53 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 531,945 SQUARE FEET OR 12.21 ACRES, MORE OR LESS.

PARCEL 3 (SHEET 4)

A TRACT OF LAND OVER, UNDER AND ACROSS A CERTAIN PARCEL OF LAND AS DESCRIBED IN THE DOCUMENT RECORDED IN WELD COUNTY, COLORADO TO THE CITY OF FORT LUPTON, COLORADO AT RECEPTION NUMBER 2484729, LOCATED IN THE NORTHEAST QUARTER OF SECTION 35 AND THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 66 WEST IN WELD COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 35; THENCE WITH ALL BEARINGS MADE RELATIVE THERETO, NORTH 89 DEGREES 14 MINUTES 58 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 942.28 FEET TO THE WEST LINE OF SAID PARCEL AND THE POINT OF BEGINNING TO BE DESCRIBED; THENCE NORTH 00 DEGREES 43 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 40.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 58 SECONDS EAST ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 135.78 FEET; THENCE SOUTH 17 DEGREES 42 MINUTES 08 SECONDS WEST, A DISTANCE OF 428.84 FEET TO THE WEST LINE OF SAID PARCEL; THENCE NORTH 00 DEGREES 45 MINUTES 19 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 366.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,628 SQUARE FEET OR 0.63 ACRES, MORE OR LESS.

GENERAL NOTES

- The property shall be maintained to the curb or roadway if no curb exists.
- Any transfer of ownership of the Special Use Permit must be approved by Fort Lupton City Council.
- In the event traffic numbers and usage significantly exceed those represented by the Property Owner and relied upon by the City for completion 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. Property Owner shall pay a proportionate cost share of future improvements not described herein based on the Property Owner's percentage of truck total trips using the current data on the haul route in comparison to the numbers and usage represented by Applicant in compilation of the traffic study. The City may retain a third party traffic study consultant to evaluate traffic data usage by Property Owner and provide said study to Property Owner prior to the imposition of any costs stated herein.

OWNER'S APPROVAL

Know All Men By These Presents, that Tri-State Generation and Transmission Association, Inc., being the sole owner or grantee, as applicable, of the real property interests described herein, does hereby consent to this plat.

IN WITNESS WHEREOF, I have hereunto set our hands and seals this 26 day of June, 2019.

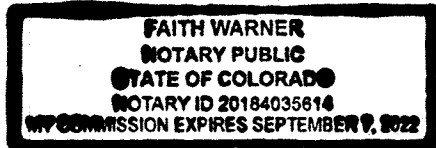
Tri-State Generation and Transmission Association, Inc.

By: Jul K. Bladow
Jul K. Bladow, Senior Vice President, Transmission

STATE OF COLORADO)
COUNTY OF ADAMS) ss

The foregoing instrument was acknowledged before me by Jul K. Bladow, as Senior Vice President, Transmission, of Tri-State Generation and Transmission Association, Inc., on this 26 day of June, 2019. Witness my hand and seal.

My commission expires September 7, 2022



Faith Warner
Notary Public

CITY ENGINEER'S APPROVAL

Approved this 2nd day of July, 2019.

R. W. K.
City Engineer

CITY WATER AND SEWER DEPARTMENT APPROVAL

Approved this 2 day of July, 2019.

R. W. K.
Director of Public Works

CITY ADMINISTRATOR'S APPROVAL

Approved this 2 day of July, 2019.

Intergal
City Administrator

PLANNING COMMISSION RECOMMENDATION

Recommended this 20th day of October, 2015, by Resolution No. P2015-009.

M. P. S. M.
Chairperson, Fort Lupton Planning Commission

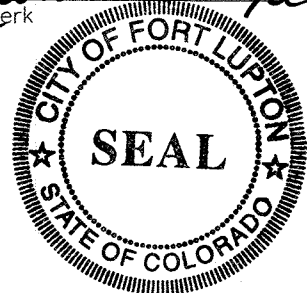
MAYOR'S CERTIFICATE

This is to certify that a plot of the above-described property was approved by resolution no. 2015R048 of the City of Fort Lupton passed and adopted on the day 2nd of November, A.D., 2015 and that the Mayor of the City of Fort Lupton, as authorized by said resolution no. 2015R048 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
Mayor

Attest:

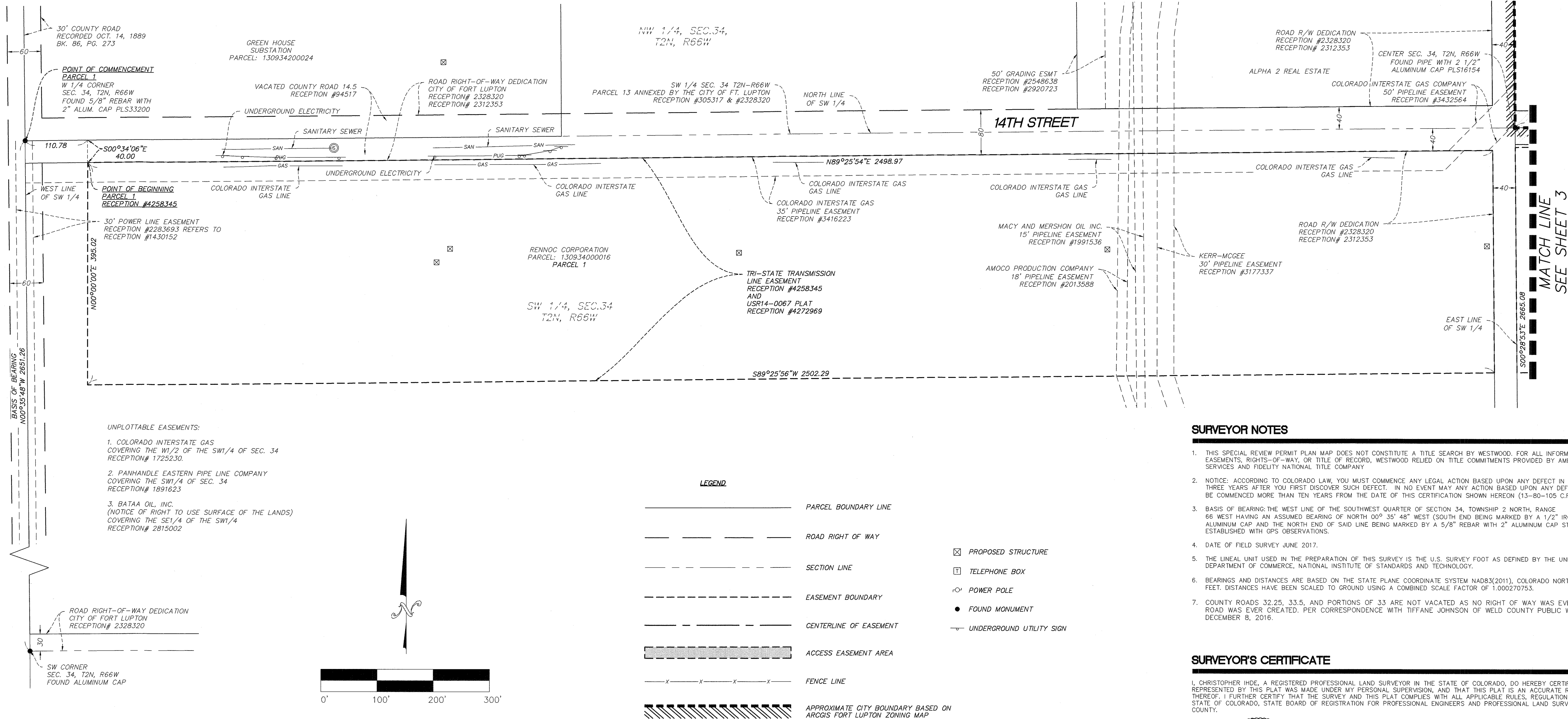
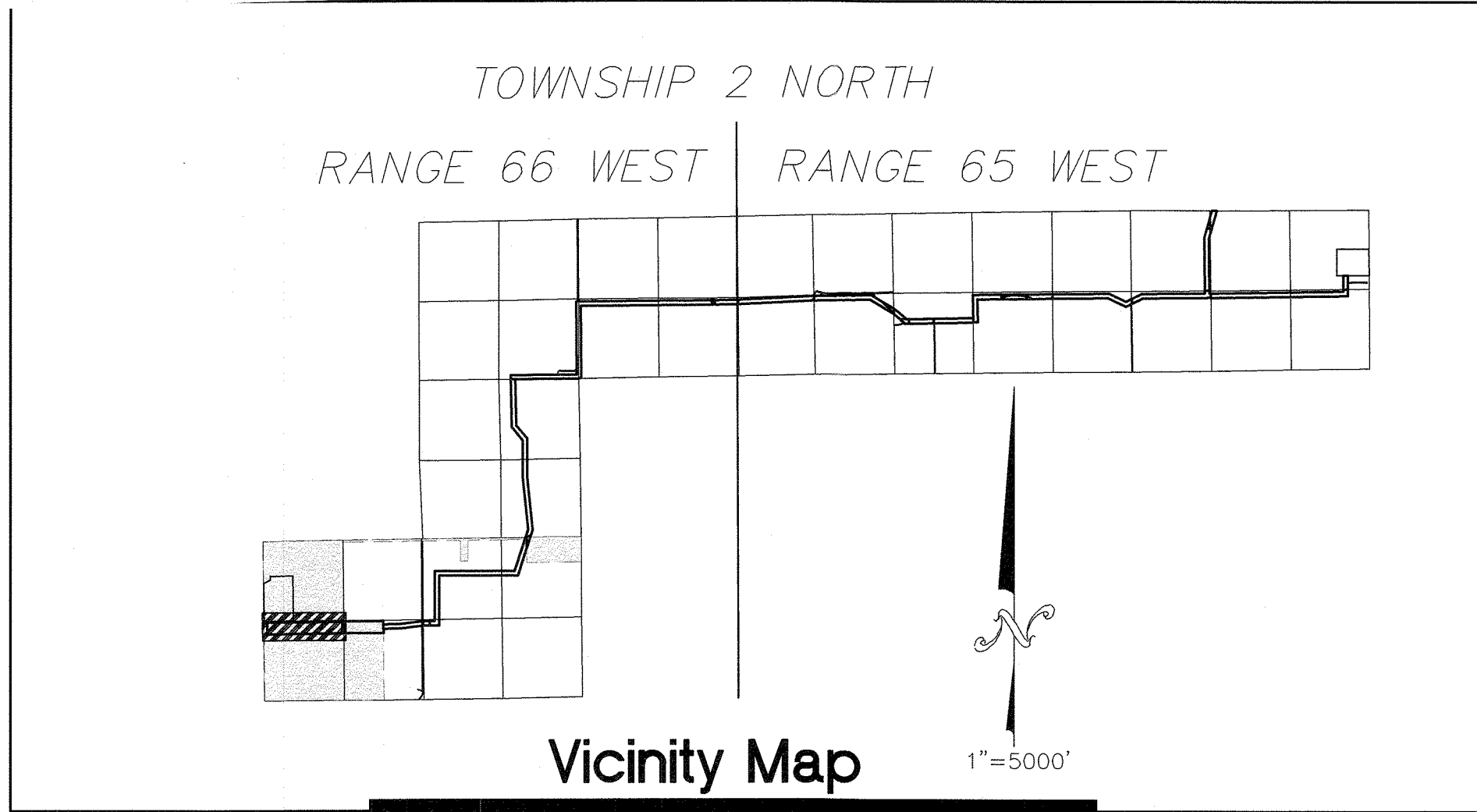
Maricela Pina
City Clerk
(Seal)



TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. SPECIAL USE PERMIT - PHASE II

PROJECT NO. SUP2015-004

Being part of Sections 34, 35, 26, 23, 24, Township 2 North, Range 66 West and
Sections 19, 20, 21, 22, Township 2 North, Range 65 West of the 6th P.M. Weld County, Colorado



SURVEYOR NOTES

1. THIS SPECIAL REVIEW PERMIT PLAN MAP DOES NOT CONSTITUTE A TITLE SEARCH BY WESTWOOD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, OR TITLE OF RECORD, WESTWOOD RELIED ON TITLE COMMITMENTS PROVIDED BY AMERICAN TITLE SERVICES AND FIDELITY NATIONAL TITLE COMPANY.
2. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THIS CERTIFICATION SHOWN HEREON (13-80-105 C.R.S.).
3. BASIS OF BEARING: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 66 WEST HAVING AN ASSUMED BEARING OF NORTH 00° 35' 48" WEST (SOUTH END BEING MARKED BY A 1/2" IRON BAR WITH ALUMINUM CAP AND THE NORTH END OF SAID LINE BEING MARKED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED PLS33200) ESTABLISHED WITH GPS OBSERVATIONS.
4. DATE OF FIELD SURVEY JUNE 2017.
5. THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
6. BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD83(2011), COLORADO NORTH ZONE, US SURVEY FEET. DISTANCES HAVE BEEN BASED TO GROUND USING A COMBINED SCALE FACTOR OF 1.000270753.
7. COUNTY ROADS 32.25, 33.5, AND PORTIONS OF 33 ARE NOT VACATED AS NO RIGHT OF WAY WAS EVER TAKEN AND NO ROAD WAS EVER CREATED. PER CORRESPONDENCE WITH TIFFANE JOHNSON OF WELD COUNTY PUBLIC WORKS ON DECEMBER 8, 2016.

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER IHDE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION, AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND WELD COUNTY.



BY: CHRISTOPHER IHDE
REGISTERED LAND SURVEYOR

6/20/2019
DATE

COLORADO REGISTRATION #38659

Westwood

Phone (913) 851-4492 7501 College Blvd, Suite 101
Fax (913) 851-8357 Overland Park, KS 66210
westwoodps.com

Westwood Professional Services, Inc.

Revisions:

Crew: ARG MAS CLO

Checked: CFI

Drawn: DMG

Record Drawing by/date:

Prepared for:

TRI-STATE GENERATION AND
TRANSMISSION ASSOCIATION, INC.

1100 W. 116TH AVENUE, DENVER, COLORADO 80233

SUP2015-004

BEING A PORTION OF TOWNSHIP 2
NORTH, RANGE 66 WEST, SECTIONS
34, 35, 26, 23 & 24
AND
TOWNSHIP 2 NORTH, RANGE 65
WEST, SECTIONS 19, 20, 21, & 22.

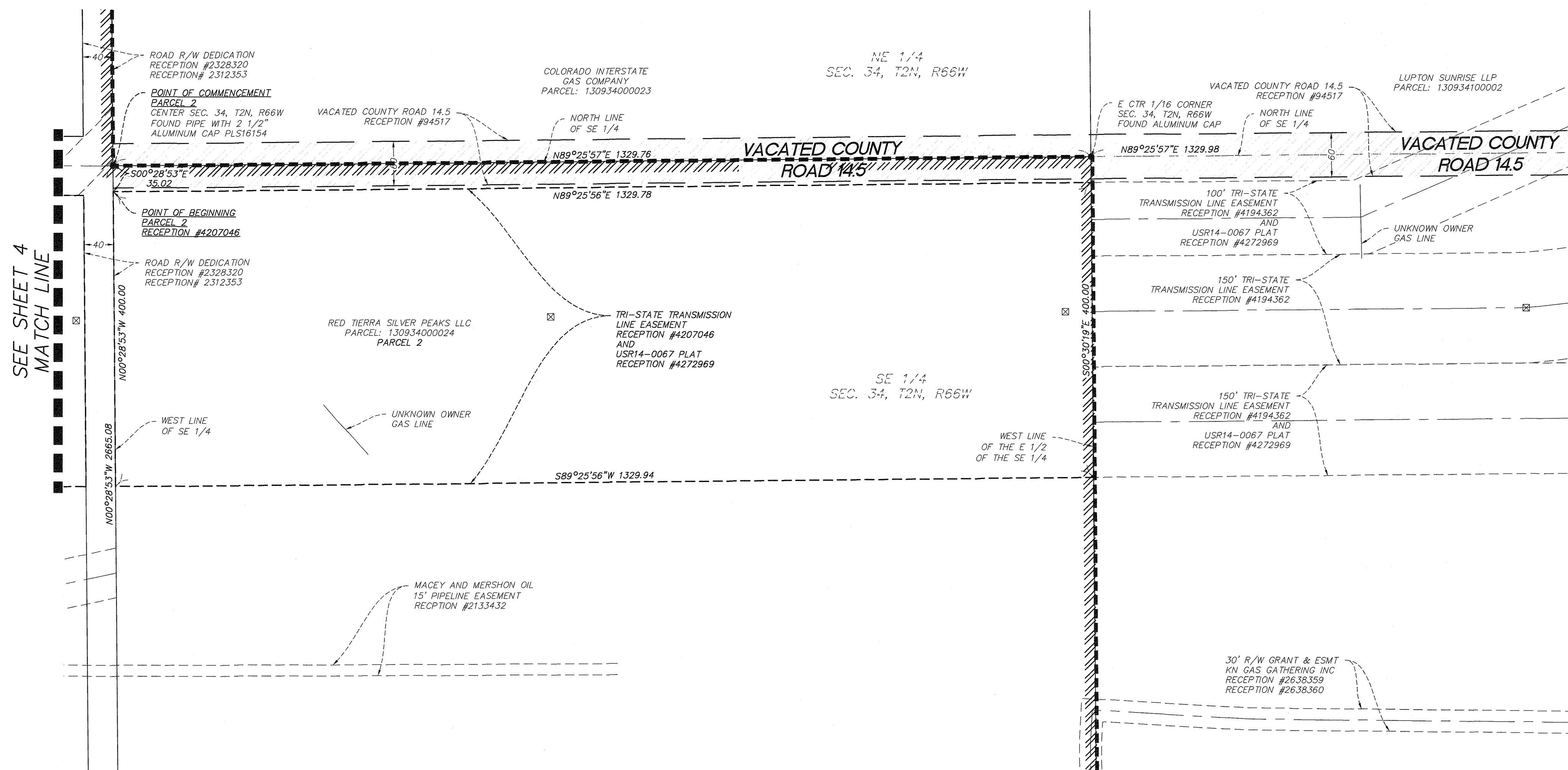
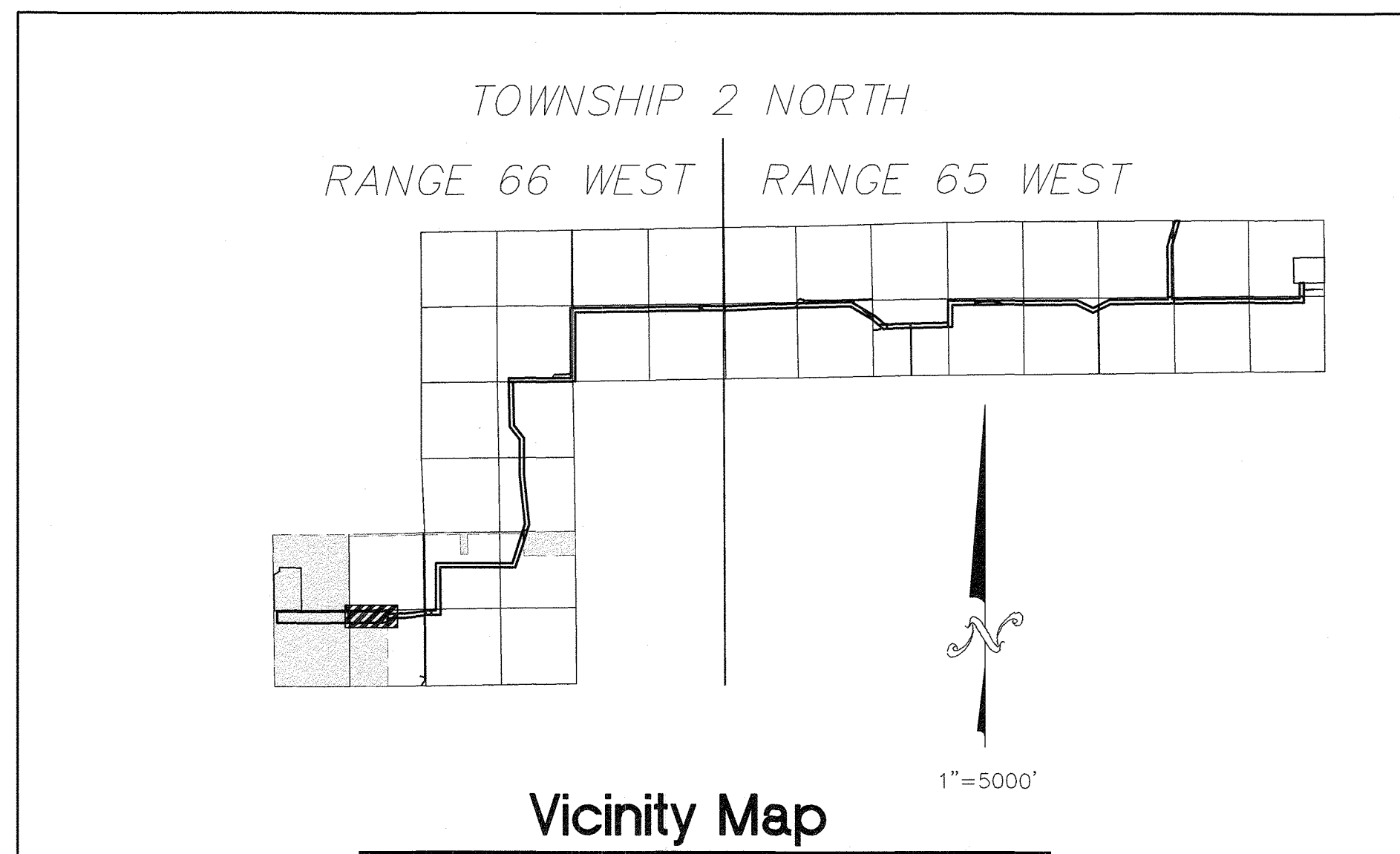
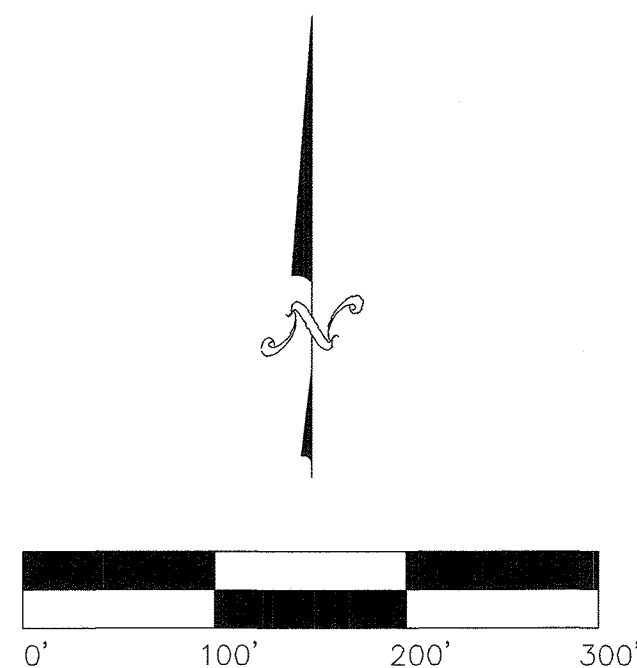
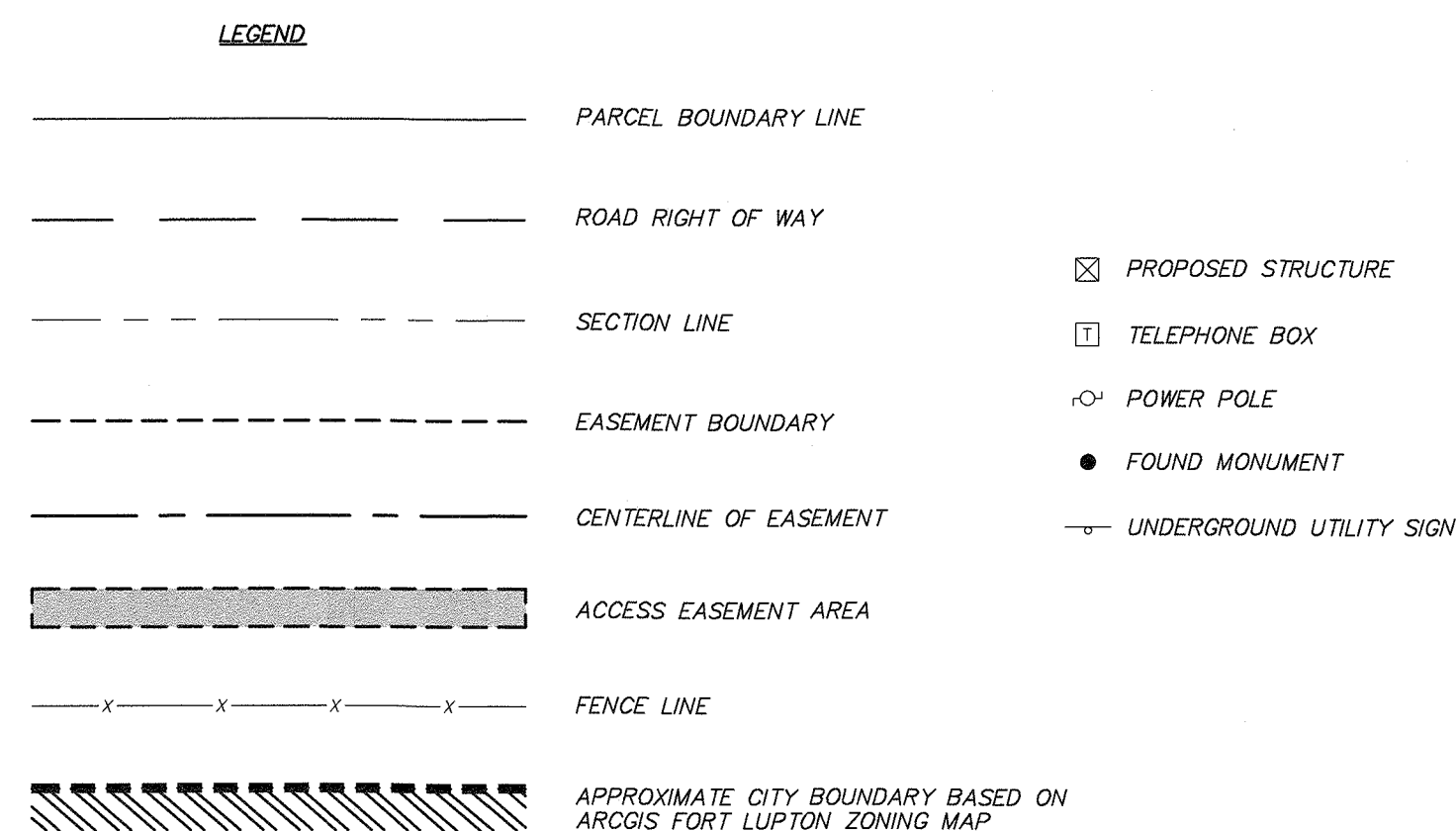
Date: 5/29/2019

Sheet: 2 OF 4

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. SPECIAL USE PERMIT - PHASE II

PROJECT NO. SUP2015-004

Being part of Sections 34, 35, 26, 23, 24, Township 2 North, Range 66 West and
Sections 19, 20, 21, 22, Township 2 North, Range 65 West of the 6th P.M. Weld County, Colorado



Westwood

Phone (913) 851-4492 7501 College Blvd, Suite 101
Fax (913) 851-8357 Overland Park, KS 66210
westwoodps.com

Westwood Professional Services, Inc.

Revisions:

Crew: ARG MAS CLO

Checked: CFI

Drawn: DMG

Record Drawing by/date

Prepared for: **TRI-STATE GENERATION AND
TRANSMISSION ASSOCIATION, INC.**

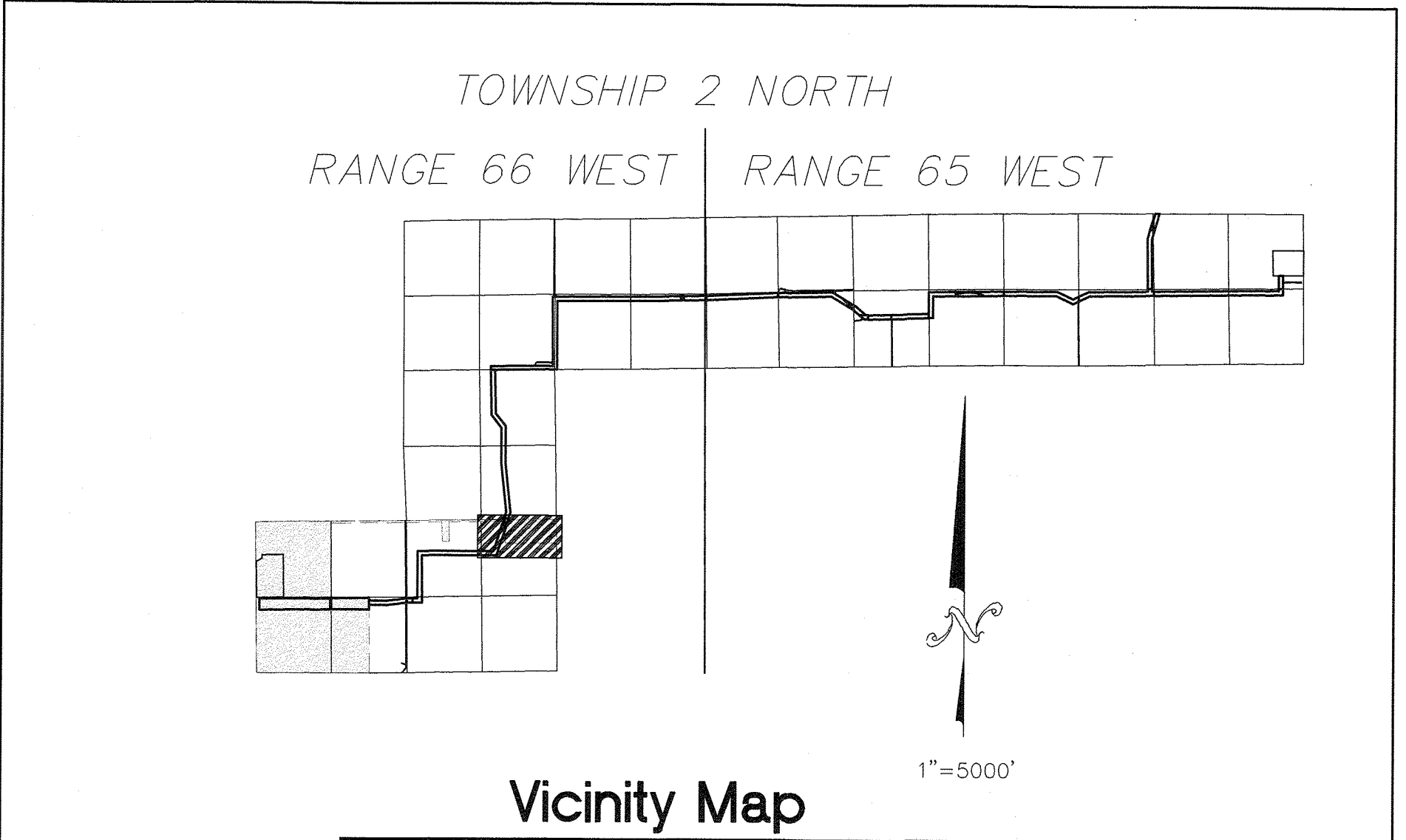
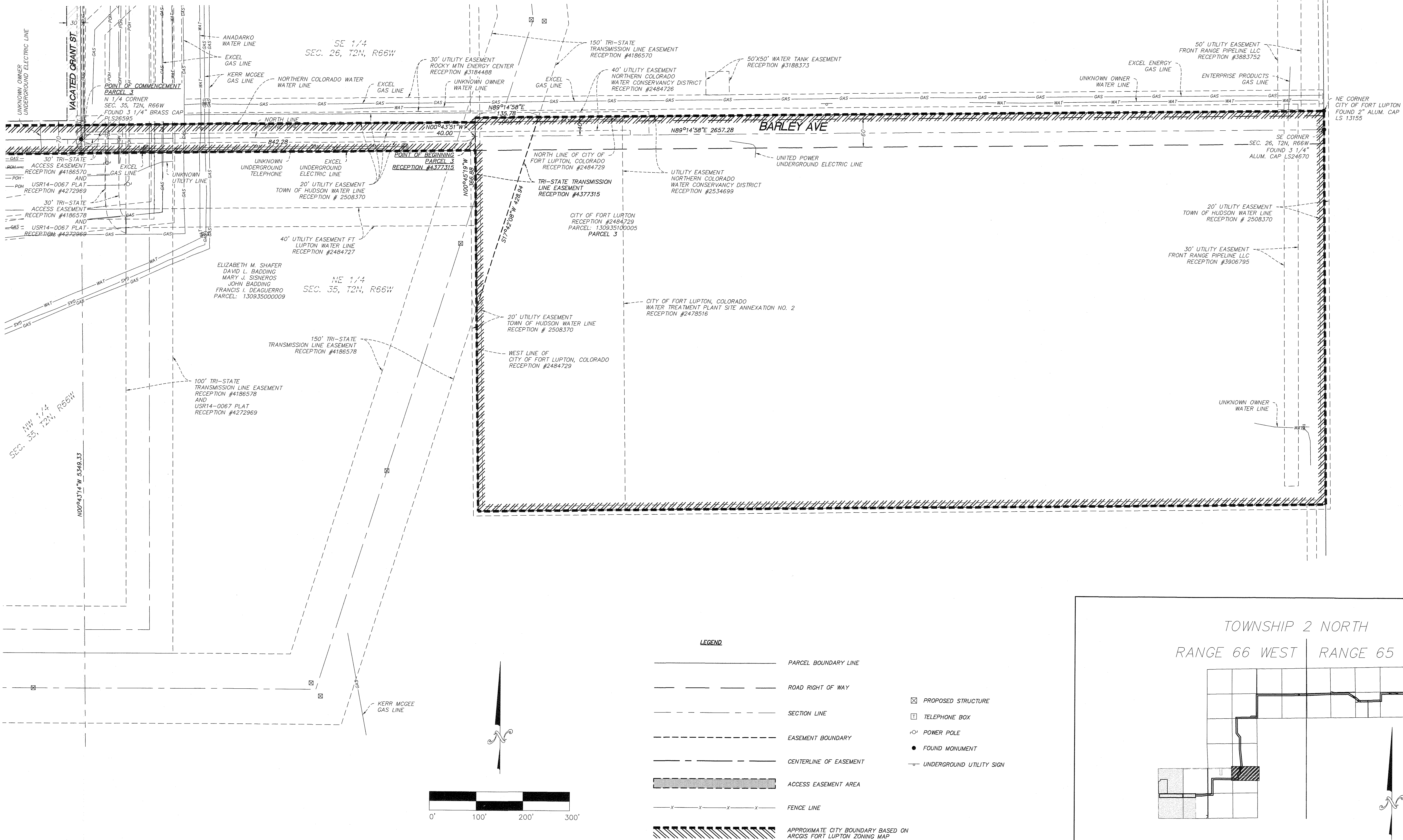
1100 W. 116TH AVENUE, DENVER, COLORADO 80233

SUP2015-004
BEING A PORTION OF TOWNSHIP 2
NORTH, RANGE 66 WEST, SECTIONS
34, 35, 26, 23 & 24
AND
TOWNSHIP 2 NORTH, RANGE 65
WEST, SECTIONS 19, 20, 21, & 22.

Date: 5/29/2019

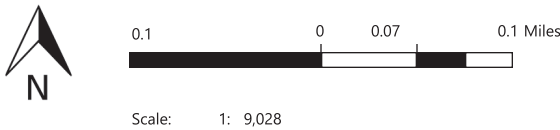
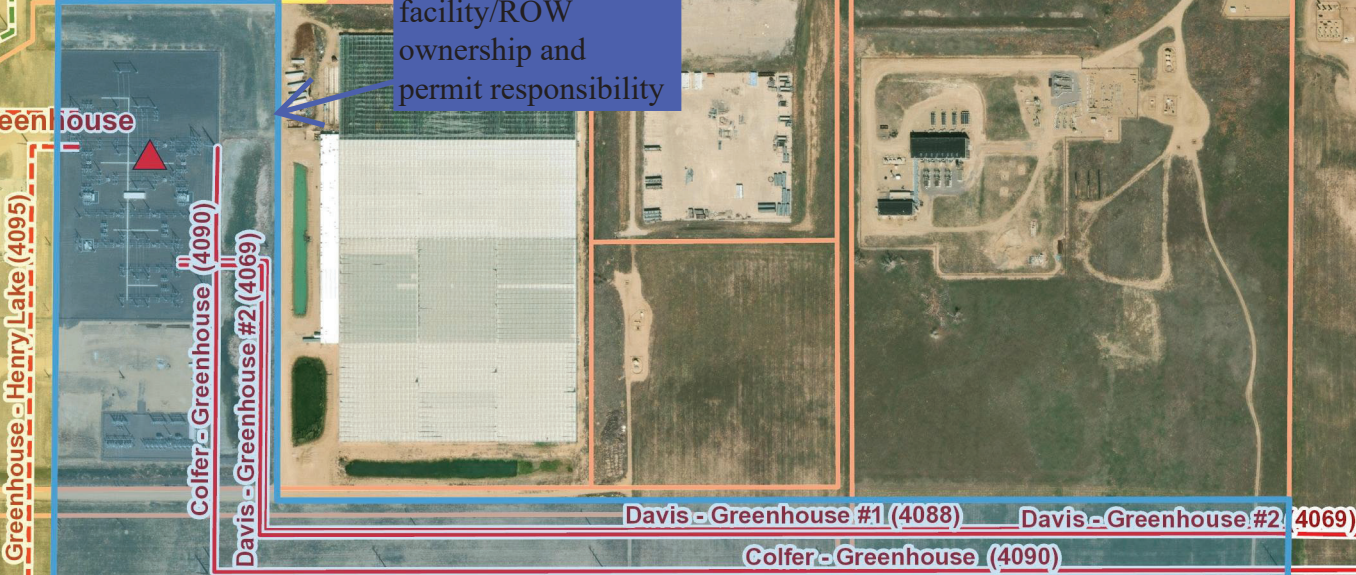
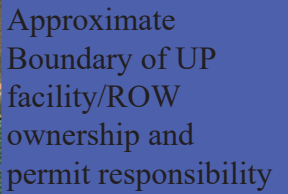
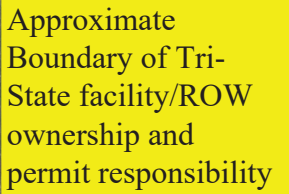
Sheet: 3 OF 4

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. SPECIAL USE PERMIT - PHASE II
PROJECT NO. SUP2015-004
Being part of Sections 34, 35, 26, 23, 24, Township 2 North, Range 66 West and
Sections 19, 20, 21, 22, Township 2 North, Range 65 West of the 6th P.M. Weld County, Colorado



Revisions:	

Crew: ARG MAS CLO
Checked: CFI
Drawn: DMG
Record Drawing by/date:



This map includes confidential information of Tri-State and third parties. The GIS data and maps may not be disclosed to any third party. The user agrees to keep this information confidential and not disclose it to third parties. If you have any questions regarding this, please contact the Tri-State legal department.

GIS data and maps available to Tri-State Generation and Transmission Association are provided as general information to aid Tri-State employees. No user of Tri-State's GIS data and maps may sell any portion of the information provided herein. Tri-State makes no warranty regarding accuracy or completeness of the data and maps. Users shall rely only upon proper field verification of Tri-State GIS data.

Notes



SUBJECT FOR DISCUSSION

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

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City applied for a Main Street Grant for the sidewalks associated with the Harrison Avenue Reconstruction project in February 2024. We have been notified of award by CDOT.

Construction must be completed by July 31, 2025 in accordance with the terms of the grant agreement. Project has been bid out and awarded. Anticipated start of construction is beginning of June with completion contracted within 120-days. The sidewalk construction will be one of the first items to be completed following the storm sewer construction.

FINANCIAL CONSIDERATIONS

Not applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Accept grant award
- Do nothing

STAFF RECOMMENDATIONS

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

Attachments: a. Award notification

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

City of Fort Lupton

May 9, 2024

Dear Chris & Roy,

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

Funds

The Harrison Avenue Reconstruction Project (South End) has been awarded funding, in the funding amount of: \$250,000.00. Please note the following detailed regarding these funds:

1. This grant requires the use of your 10% local match minimum amount: \$27,778.00.
2. For the project being awarded funding, the allocation is for the reimbursement of funds up to, and not to exceed, the RMS Funding Amount listed above. If project costs overrun, exceeding the grant award, and committed match, those costs are the responsibility of the local agency, no additional RMS grant funds are guaranteed for your project.
3. RMS funding operates on a reimbursable basis; therefore, the grantee is required to capture all invoices for work within the scope of the project as well as copies of proof of payment for those invoices. Those will be submitted to CDOT along with the invoice cover sheet for reimbursement. Note reimbursement is not immediate. Once the invoices and cover sheets are validated to be accurate, the process for reimbursement can take weeks to process. A CDOT Local Agency Billing Cover Sheet is attached to this email.
4. Note: if the project is not completed within the Purchase Order timeline, the funds are not guaranteed beyond that term.

Timeline:

The timeline for which your award has been granted is: 04/01/2024 to 07/31/2025. Please note the following detailed regarding this timeline:

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

Next Steps

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

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

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

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

Sincerely,



Morgan Olsen

Revitalizing Main Streets Grant Administer

cdotmainstreets@state.co.us

Attachments:

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

State of Colorado Purchase Order Terms and Conditions

1. Offer/Acceptance. This Purchase Order, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, and Addendum 2: Additional Terms and Conditions for Federal Provisions, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "PO") shall represent the entire and exclusive agreement between the State and the Vendor. If this PO refers to Vendor's bid or proposal, this PO is an ACCEPTANCE of Vendor's OFFER TO SELL in accordance with the terms and conditions of this PO. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to Vendor's acceptance, demonstrated by Vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order accepting the counter-offer is issued in accordance with §4 accepting a counter-offer. The State shall not be responsible or liable for goods or services delivered or performed prior to issuance of this PO.

2. Order of Precedence. In the event of a conflict or inconsistency within this PO, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(a)** If applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; **(b)** the Purchase Order document; **(c)** these Terms and Conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below); and **(d)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Any terms and conditions included on Vendor's forms or invoices not included in this PO are void.

3. Safety Information. All chemicals, equipment, and materials proposed or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment, or hazardous materials at the time of delivery.

4. Changes. Vendor shall furnish goods or services in strict accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by the State and accepted by Vendor. If this PO is for goods only and Vendor has not delivered the goods prior to the expiration of this PO, but Vendor delivers all of the goods to the State only after expiration of this PO, then the State, in its sole discretion, may accept the goods under this PO by extending this PO and delivering the modification to Vendor; however, regardless of anything to the contrary, if the State does not extend this PO for any reason then the goods delivered after expiration of this PO shall be deemed rejected, Vendor shall arrange the return of all delivered goods at Vendor's sole expense, and the State shall have no liability for any such goods.

5. Delivery. Unless otherwise specified in this PO, delivery shall be FOB destination, freight prepaid and allowed. The State is relying on the promised delivery date and any installation or service performance set forth in this PO as material and basic to the State's acceptance. If Vendor fails to deliver or perform as and when promised, the State, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge Vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

6. Rights to Materials. *[Not Applicable to POs issued either in whole or in part for Information Technology, as defined in CRS § 24-37.5-102(2); which shall be governed by Addendum 1 §B.]* Unless specifically stated otherwise in this PO, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Vendor or delivered by Vendor to the State in performance of its obligations under this PO shall be the exclusive property of the State. Vendor shall return or deliver all Materials to the State upon completion or termination of this PO.

7. Reporting. If Vendor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to

this PO or may affect Vendor's ability to perform its obligations under this PO, Vendor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Vendor shall disclose, in a timely manner, in writing to the State all violations of federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting this PO. The State may impose any remedies available, which may include, without limitation, suspension or debarment.

8. Conflicts of Interest. Vendor acknowledges that with respect to this PO, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Vendor shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Vendor's obligations to the State hereunder. If a conflict or appearance of a conflict of interest exists, or if Vendor is uncertain as to such, Vendor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction with respect to the actual or apparent conflict constitutes a breach of this PO. Vendor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Vendor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this PO.

9. Warranties. All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("UCC"), relating to implied or express warranties for goods are incorporated herein, in addition to any warranties contained in this PO.

10. Inspection and Acceptance. The State's final acceptance of goods or services is contingent upon completion of all applicable inspection procedures. All goods delivered shall be newly manufactured and the current model, unless otherwise specified. The State shall have the right to inspect goods or services provided under this PO at all reasonable times and places. The State shall be the sole judge in determining "equals" with regard to conformance with the specifications outlined in this PO for quality, price, and performance. If any of the goods or services do not conform to this PO, the State, at its sole discretion, may require Vendor to either **(a)** replace the goods specified by the State or **(b)** perform the services again, without additional payment from the State. When defects in the quality or quantity of goods or services cannot be corrected by replacement or re-performance, the State may **(c)** require Vendor to take necessary action to ensure that future performance conforms to this PO and **(d)** equitably reduce the payment due Vendor to reflect the reduced value of the goods or services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.

11. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes.

12. Payment. The State shall not pay Vendor any amount for performance under this PO in excess of the Document Total set forth on the Purchase Order document. The State shall pay Vendor for all amounts due within 45 days after the State's receipt of goods or services and acceptance of a correct invoice of amount due. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Vendor shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The State may benefit from any early payment discount offered by Vendor by making payment within the timeframes required by Vendor to be eligible for such discount. If Vendor offers an early payment discount, then the discount shall be shown on Vendor's invoices to the State, and if the State makes payment on the invoice within the time frame for the discount, Vendor shall either **(a)** accept the payment amount less the appropriate discount or **(b)** refund the discount back to the State. Except as specifically agreed in this PO, Vendor shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this PO.

13. Assignment. Vendor's rights and obligations under this PO shall not be transferred or assigned without the prior, written consent of the State and execution of a new PO. Any attempt at assignment or transfer without such consent and new PO shall be void. Any new PO approved by the State shall be subject to the same terms and conditions as those set forth in this PO.

14. Subcontracts. Unless otherwise specified in this PO, Vendor shall not enter into any subcontract in connection with its obligations under this PO without the prior, written approval of the State. Vendor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Vendor in connection with this PO shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this PO.

15. Severability. The invalidity or unenforceability of any provision of this PO shall not affect the validity or enforceability of any other provision of this PO, which shall remain in full force and effect, provided, that the parties can continue to perform their obligations in accordance with the intent of this PO.

16. Survival of Certain PO Terms. Any provision of this PO that imposes an obligation on a party after termination or expiration of this PO shall survive the termination or expiration of this PO and shall be enforceable by the other party.

17. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this PO does not and is not intended to confer any rights or remedies upon any person or entity other than the parties. Enforcement of this PO and all rights and obligations hereunder is reserved solely to the parties. Any services or benefits which third parties receive as a result of this PO are incidental to this PO, and do not create any rights for such third parties.

18. Waiver. A party's failure or delay in exercising any right, power, or privilege under this PO, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

19. Indemnification. [Not Applicable to Inter-governmental POs] Vendor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Vendor, or its employees, agents, subcontractors, or assignees in connection with this PO. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information.

20. Notice. All notices given under this PO shall be in writing, and shall be delivered to the contacts for each party listed on the Purchase Order document. Either party may change its contact or contact information by notice submitted in writing to the other party without a formal modification to this PO.

21. Insurance. Except as otherwise specifically stated in this PO, Vendor shall obtain and maintain insurance as specified in this section at all times during the term of this PO: **(a)** workers' compensation insurance as required by state statute, and employers' liability insurance covering all Vendor employees acting within the course and scope of their employment; **(b)** Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire; and **(c)** Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Vendor will or may have access to any protected information, then Vendor shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of this PO. Additional insurance may be required as provided elsewhere in this PO. All insurance policies required by this PO shall be issued by insurance companies with an AM Best rating of A-VIII or better. This insurance requirement shall not apply if this PO is solely for goods, as determined by the State, unless specifically

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

22. Termination Prior to Vendor Acceptance. If Vendor has not begun performance under this PO, the State may cancel this PO by providing written notice to the Vendor.

23. Termination for Cause. (a) If Vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified in this PO, the State may notify Vendor in writing of non-performance and, if not corrected by Vendor within the time specified in the notice, terminate Vendor's right to proceed with this PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated. (b) Vendor shall be liable for excess costs incurred by the State in procuring similar goods or services and the State may withhold such amounts as the State deems necessary. (c) If after rejection, revocation, or other termination of Vendor's right to proceed under the UCC or this clause, the State determines for any reason that Vendor was not in default or the delay was excusable, the rights and obligations of the State and Vendor shall be the same as if the notice of termination had been issued pursuant to termination under §24.

24. Termination in Public Interest. The State is entering into this PO for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, or Courts. If this PO ceases to further the public interest of the State as determined by its Governor, General Assembly, or Courts, the State, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by §23. A determination that this PO should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Vendor specifying the part of this PO terminated and when termination becomes effective. Upon receipt of notice of termination, Vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, the State shall pay (a) reasonable settlement expenses, (b) this PO price or rate for supplies and services delivered and accepted, (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. For existing goods, the State shall pay (e) reasonable settlement expenses, (f) the PO price for goods delivered and accepted, (g) reasonable costs incurred in preparation for delivery of the undelivered goods, and (h) a reasonable profit for the preparatory work. The State's termination liability under this section shall not exceed the total PO price. As a condition for payment under this section, Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as requested by the State.

25. Funds Availability. Financial obligations of the State payable after the State's current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. The State represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

26. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or

condition of this PO shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

27. Independent Contractor. Vendor shall perform its duties under this PO as an independent contractor and not as an employee. Neither Vendor nor any agent or employee of Vendor shall be deemed to be an agent or employee of the State. Vendor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Vendor or any of its agents or employees. Vendor shall pay when due all applicable employment taxes, income taxes and local head taxes incurred pursuant to this PO. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

28. Compliance with Law. Vendor shall comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

29. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental POs] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this PO. The UCC shall govern this PO in the case of goods unless otherwise agreed in this PO. Any provision included or incorporated herein by reference, which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this PO shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Vendor shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State.

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

31. Vendor Offset and Erroneous Payments. [Not Applicable to Inter-governmental POs or to POs issued solely for goods] The State Controller may withhold payment under the State's Vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, *et seq.*; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Vendor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Vendor by deduction from subsequent payments under this PO, deduction from any payment due under any other contracts, grants or agreements between the State and Vendor, or by any other appropriate method for collecting debts owed to the State.

ADDENDUM 1: Additional Terms & Conditions for Information Technology

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

A. Definitions. The following terms shall be construed and interpreted as follows: **(a) “Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(b) “CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(c) “HIPAA”** means the federal Health Information Portability and Accountability Act; **(d) “Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; **(e) “PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(f) “PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by HIPAA; **(g) “PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et. seq.*, C.R.S. ; **(h) “State Confidential Information”** means any and all State Records not subject to disclosure under the Colorado Open Records Act, CRS §§24-72-200.1, *et seq.* (“CORA”), and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA; **(i) “State Records”** means any and all State data, information, and records, regardless of physical form; **(j) “Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) “Work Product”** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this PO, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Vendor in the performance of its obligations under this PO shall be the exclusive property of the State (collectively, “State Materials”). Vendor shall deliver all State Materials to the State upon completion or termination of this PO. The State’s exclusive rights in any Work Product prepared by Vendor shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Vendor shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Vendor’s obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate

records relating to **(a)** its use of all Vendor and third party software licenses and rights to use any Vendor or third party software granted under this PO and its attachments to which the State is a party and **(b)** all amounts payable to Vendor pursuant to this PO and its attachments and the State's obligations under this PO or to any amounts payable to Vendor in relation to this PO, which records shall contain sufficient information to permit Vendor to confirm the State's compliance with the use restrictions and payment obligations under this PO or to any third-party use restrictions to which the State is a party. Vendor retains the exclusive rights, title and ownership to any and all pre-existing materials owned by or licensed to Vendor including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third-party materials, delivered by Vendor under this PO, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Vendor Property"). Vendor Property shall be licensed to the State as set forth in a State-approved license agreement: **(c)** entered into as exhibits or attachments to this PO, **(d)** obtained by the State from the applicable third-party Vendor, or **(e)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(i)** requires the State to indemnify Vendor or any other party, **(ii)** is in violation of State laws, regulations, rules, fiscal rules, policies, or other State requirements as deemed solely by the State, or **(iii)** is contrary to this PO.

C. License or Use Audit Rights. If this PO includes any license or other right to use Vendor's intellectual property, Vendor shall have the right, at any time during and throughout the term of this PO, but not more than once during any State fiscal year, to request via written notice in accordance with the notice provisions of this PO that the State audit its use of Vendor's intellectual property and certify as to its compliance with any applicable license or use restrictions and limitations contained in this PO (an "Audit Request"). The Audit Request shall specify the time period to be covered by the audit, which shall not include any time periods covered by a previous audit. The State shall complete the audit and provide certification of its compliance to Vendor ("Audit Certification") within 120 days following the State's receipt of the Audit Request. If upon receipt of the State's Audit Certification, the parties reasonably determine that: **(a)** the State's use of licenses, use of software, use of programs, or any other use of intellectual property during the audit period exceeded the use restrictions and limitations contained in this PO ("Overuse") and **(b)** the State would have been or is then required to purchase additional rights to use Vendor's intellectual property ("Additional Rights"), Vendor shall provide written notice to the State in accordance with the notice provisions of this PO identifying any Overuse or required Additional Rights and request that the State bring its use into compliance with such use restrictions and limitations. Notwithstanding anything to the contrary in this PO, or incorporated as a part of Vendor's or any subcontractor's website, click-through or online agreements, third-party agreements, or any other documents or agreements between the parties, the State shall not be liable for the costs associated with any Overuse or Additional Rights, during the audit period regardless of whether the State may have been notified in advance of such costs.

D. Vendor Records. Vendor shall maintain a file of all documents, records, communications, notes, and other materials relating to the work (the "Vendor Records"). Vendor Records shall include all documents, records, communications, notes and other materials maintained by Vendor that relate to any work performed by Subcontractors, and Vendor shall maintain all records related to the work performed by Subcontractors required to ensure proper performance of that work. Unless a longer period is required in this PO or any attachment or exhibit to this PO, Vendor shall maintain Vendor Records until the last to occur of: **(a)** the date 3 years after the date this Purchase Order expires or is terminated, **(b)** final payment under this Purchase Order is made, **(c)** the resolution of any pending Purchase Order matters, or **(d)** if an audit is occurring, or Vendor has received notice

that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period"). Vendor shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy, and transcribe Vendor Records during the Record Retention Period. Vendor shall make Vendor Records available during normal business hours at Vendor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Vendor's performance of its obligations under this Purchase Order using procedures as determined by the State. The State shall monitor Vendor's performance in a manner that does not unduly interfere with Vendor's performance of the work. Vendor shall promptly submit to the State a copy of any final audit report of an audit performed on Vendor's records that relates to or affects this Purchase Order or the work, whether the audit is conducted by Vendor or a third party.

E. Information Confidentiality. Vendor shall keep confidential, and cause all subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Vendor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this PO, permitted by law, or approved in writing by the State. Vendor shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. If Vendor or any of its subcontractors will or may have access to any State Confidential Information or any other protected information, Vendor shall comply with all Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406, and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Vendor's performance under this PO. Such obligations may arise from HIPAA; IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); Federal Bureau of Investigation Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information With The Social Security Administration. Vendor shall immediately forward any request or demand for State Records to the State's purchasing agent.

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

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

by law or regulation from returning or destroying State Confidential Information, Vendor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

H. Incident Notice and Remediation. If Vendor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Vendor can establish none of Vendor or any of its agents, employees, assigns, or subcontractors are the cause or source of the Incident, Vendor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Vendor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Vendor shall make all modifications as directed by the State. If Vendor cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Vendor shall reimburse the State for the reasonable actual costs thereof.

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

J. Compliance with OIS Policies and Procedure. Vendor shall review, on a semi-annual basis, all Colorado Office of Information Security ("OIS") policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, to ensure compliance with the standards and guidelines published therein. Vendor shall cooperate, and shall cause its subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

K. Safeguarding PII. If Vendor or any of its subcontractors will or may receive PII under this PO, Vendor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Vendor shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute,

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

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

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

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

C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

ADDENDUM 2:

Additional Terms & Conditions for Federal Provisions

IF ANY PART OF THIS PO HAS BEEN FUNDED, IN WHOLE OR IN PART, WITH FEDERAL FUNDS, THE FOLLOWING PROVISIONS SHALL ALSO APPLY TO THIS PO.

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Contract or Purchase Order to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Contract or Purchase Order, or any attachments or exhibits incorporated into and made a part of the Contract or Purchase Order, the provisions of these Federal Provisions shall control.

2. COMPLIANCE.

- 2.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.

- 3.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. Unique Entity ID. Contractor shall provide its Unique Entity ID to its Recipient, and shall update Contractor's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. CONTRACT PROVISIONS REQUIRED BY UNIFORM GUIDANCE APPENDIX II TO PART 200.

- 4.1. **Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The simplified acquisitions threshold is \$250,000
- 4.2. **All contracts in excess of \$10,000 must address termination for cause and for convenience** by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 4.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- 4.4. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 4.5. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 4.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 4.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 4.8. **Debarment and Suspension** (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 4.9. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 4.10. **Prohibition on certain telecommunications and video surveillance services or equipment §2 CFR 200.216**
- 4.10.1. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
- 4.10.1.1. Procure or obtain;
- 4.10.1.2. Extend or renew a contract to procure or obtain; or
- 4.10.1.3. Enter into a contract (or extend a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 4.11. **Contracts with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 CFR §200.321).** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 4.12. **Domestic preferences for procurements. (2 CFR §200.322)** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 4.13. **Procurement of recovered materials. (2 CFR §200.323)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management

services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

- 5.1. Pursuant to §4.2 of these Federal Provisions, the State of Colorado may terminate this contract, in whole or in part, when it is in the Government's interest. Solicitations and contracts shall include clauses as required by FAR 49.502 (2023). Termination for convenience of the government shall comply with the following provisions of the Federal Acquisition Regulations:
 - 5.1.1. For Fixed Price Contracts: FAR 52.249-2 (2023)
 - 5.1.2. For Contracts for Personal Services: FAR 52.249-12 (2023)
 - 5.1.3. For Construction Contracts for Dismantling, Demolition, or Removal of Improvements: FAR 52.249-3 (2023)
 - 5.1.4. For Educational and Other Nonprofit Institutions: FAR 52.249-5 (2023)

6. EVENT OF DEFAULT.

- 6.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

Grantee:	Project Name:
Purchase Order Number:	Notice To Proceed Date:

Acknowledgement of Receipt

On behalf of the grantee agency, the undersigned acknowledges receipt of the Small Grant Terms & Conditions and the Purchase Order for the Colorado Department of Transportation (CDOT) Revitalizing Main Streets grant. I have read both documents and understand the terms and conditions of accepting the grant. I further understand the scope of grant funded project work cannot commence prior to the issuance and receipt of the CDOT Purchase Order, and the grant funded project work must be complete before the CDOT Purchase Order end date.

_____ on _____
Signature Date

_____, _____
Print Name Role (for grantee agency)

Proof of Accountability

☐ I am employed by, contracted or volunteer for the [grantee](#).

I am over the age of 18 and have been delegated to be accountable for this grant on behalf of the grantee. The [grantee business address](#) is:



Upcoming Events

May 27, 2024	Memorial Day Service- Hillside Cemetery, 13750 Weld County Road 12, 9:30 a.m.
June 5, 2024	Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m.
June 7, 2024	Jon Mays Memorial Fore Youth Golf Tournament- Coyote Creek Golf Course, 222 Clubhouse Drive, 8:00 a.m.
June 15, 2024	Summer Sizzle 5k- Railroad Park, 8:00 a.m.
June 19, 2024	Welcome Wednesday, - Community Development Office 1200 Dexter St. Unit W13, 7:30 a.m. – 9:00 a.m.