



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, August 6, 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. August 6, 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. July 16, 2024 City Council Meeting Minutes

b. July 30, 2024 City Council Special Meeting Minutes

c. Second Reading Ordinance 2024-1168 Approving Special District Policy and Repealing and Replacing in its Entirety Chapter 19 of the Fort Lupton Municipal Code

d. AM 2024-129 Ratifying the Mayor's Signature on the Colorado Rangers Intergovernmental Agreement Amendment

e. AM 2024-130 Approve Mayor's Signing of Tri-State Generation and Transmission Association, Inc. Temporary License Agreement for Survey and Pothole Access Along Highway 52 Frontage for the Water Tower Project Design Work

f. AM 2024-132 Accepting a Public Improvements Agreement with Rollie LLC. for the Extension of Water, Sewer, Storm, and Driveway Access

g. AM 2024-134 Approve a Resolution Approving the "Safety Wellness Program Manual" for City-wide Safety Standards

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 2024-133 Approving a Resolution Accepting a Special Use Permit for an Accessory Dwelling Unit (ADU), Known as the Hargett Family Special Use Permit

Action Memorandum

a. AM 2024-135 Approving a Resolution Accepting a Final Plat and PUD Plan, Known as the Murata Farms Final Plat and PUD Plan, Filing No. 2

- b. AM 2024-131 Accepting a Public Improvements Agreement with Kinney Commercial Ventures for the Extension of Water, Storm, and Driveway Access
- c. AM 2024-136 Approving Payment of Invoices to BearCom for Patrol Vehicle Upfit for an Amount Not to Exceed \$75,000, Allocated from the Police Department's General Fund
- d. AM 2024-137 Adopting an Ordinance Approving the Submission of a Ballot Issue to the Registered Electors at the November 5, 2024, Election Whether to Impose a New Sales and Use Tax Increase by One Half of One Percent (.5%) for the Purposes of Funding the City of Fort Lupton Law Enforcement Services; Setting the Title and Content of the Ballot for the Election; and Declaring an Emergency

Staff Reports

Mayor/Council Reports

Future City Events

- a. August 6, 2024 Upcoming Events

Upcoming Meetings

- a. August 13, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
August 20, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
August 27, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
September 3, 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: 07/17/2024 - 08/06/2024

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						
003580	ABTECH TECHNOLOGIES	07/23/2024	Regular	0.00	41,296.01	102920
2406049-IN	Invoice	07/16/2024	GF-Dell DM5500 Appliance W/1st yr Store...	0.00	26,829.71	
2407026-IN	Invoice	07/12/2024	GF-Dell DM5500 Appliance W/1st yr Store...	0.00	14,466.30	
002254	ADIDAS AMERICA INC	07/23/2024	Regular	0.00	176.30	102921
6161510644	Invoice	07/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	19.20	
6161610371	Invoice	07/10/2024	GF-MERCHANDISE-HR	0.00	26.70	
6161610372	Invoice	07/10/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	74.00	
6161614610	Invoice	07/11/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	23.70	
6161616893	Invoice	07/12/2024	GF-MERCHANDISE FOR WELLNESS-HR	0.00	32.70	
000044	AGFINITY INC	07/23/2024	Regular	0.00	4,928.00	102922
H82652	Invoice	07/01/2024	GOLF-CHEMICALS/FERTILIZER-MAINT	0.00	4,928.00	
002941	AMERITAS LIFE INSURANCE CORP	07/23/2024	Regular	0.00	8,399.57	102923
010-57637-01 D...	Invoice	08/01/2024	GF-DENTAL INS FOR AUGUST 2024-HR	0.00	7,376.24	
010-57637-02 VIS...	Invoice	08/01/2024	GF-VISION INS FOR AUGUST 2024-HR	0.00	1,023.33	
003524	BEST CLEANER DISPOSAL	07/23/2024	Regular	0.00	574.25	102924
10058	Invoice	07/15/2024	GOLF-TRASH SERVICE FOR AUGUST 2024-...	0.00	135.00	
10059	Invoice	07/15/2024	CPR-TRASH SERVICE FOR AUGUST 2024-C...	0.00	85.00	
10061	Invoice	07/15/2024	CEM-TRASH SERVICE FOR AUGUST 2024-C...	0.00	139.00	
10062	Invoice	07/15/2024	GF-TRASH SERVICE FOR AUGUST 2024-FAC	0.00	1.25	
10063	Invoice	07/15/2024	GF-TRASH SERVICE FOR AUGUST 2024-PW...	0.00	129.00	
10065	Invoice	07/15/2024	GF-TRASH SERVICE FOR AUGUST 2024-PA...	0.00	85.00	
003586	BORROMEO CIDER LLC	07/23/2024	Regular	0.00	96.00	102925
41	Invoice	07/12/2024	GOLF-BEVERAGES-PRO SHOP	0.00	96.00	
002853	BUCKEYE CLEANING CENTER	07/23/2024	Regular	0.00	773.80	102926
90596305	Invoice	07/09/2024	REC-SUPPLIES-REC CENTER	0.00	131.42	
90596307	Invoice	07/09/2024	GOLF-CLEANING SUPPLIES-PRO SHOP	0.00	383.36	
90596320	Invoice	07/09/2024	GF-PAPERTOWELS, TISSUE-PARKS	0.00	259.02	
003478	BUFFALO REFRIGERATION	07/23/2024	Regular	0.00	1,573.57	102927
1109	Invoice	07/10/2024	GOLF-REPAIRS-PRO SHOP	0.00	1,573.57	
000230	CINTAS FIRST AID & SAFETY	07/23/2024	Regular	0.00	103.48	102928
5217815647	Invoice	07/01/2024	REC-FIRST AID SUPPLIES-REC CENTER	0.00	103.48	
000268	COLORADO ANALYTICAL LAB	07/23/2024	Regular	0.00	48.00	102929
240708011	Invoice	07/09/2024	UF-DRINKING WATER TESTING-W LINES	0.00	48.00	
002651	COLORADO COMMUNITY MEDIA	07/23/2024	Regular	0.00	183.62	102930
115828	Invoice	07/12/2024	GF-PUBLIC/LEGAL NOTICES-FIN	0.00	183.62	
000307	COMCAST CABLE COMM, LLC	07/23/2024	Regular	0.00	471.71	102931
0120790 JULY24	Invoice	07/06/2024	GOLF-JULY 2024 PHONE/INTERNET SERVIC...	0.00	222.27	
0208785 JULY24	Invoice	07/04/2024	GF-JULY 2024 INTERNET SERVICE-PLANNI...	0.00	249.44	
000370	DEFALCO CONSTRUCTION CO	07/23/2024	Regular	0.00	124,393.82	102932
02	Invoice	07/01/2024	Harrison Ave Reconstruction Phase 2	0.00	124,393.82	
000372	DELL MARKETING LP	07/23/2024	Regular	0.00	7,000.00	102933
10758876740	Invoice	07/09/2024	Dell Training 1yr	0.00	7,000.00	
003601	DENVER COMMERCIAL PROPERTY SERVICES INC	07/23/2024	Regular	0.00	1,727.00	102934

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3469	Invoice	07/01/2024	GOLF-TREE PEST CONTROL SERVICE-MAINT	0.00	1,727.00	
003431	FORT LUPTON CARWASH	07/23/2024	Regular	0.00	932.50	102935
1261	Invoice	07/10/2024	GF-CAR WASHES APRIL 1-30, 2024-PD	0.00	227.00	
1293	Invoice	07/10/2024	GF-CAR WASHES MAY 1-31, 2024-PD	0.00	345.50	
1325	Invoice	07/10/2024	GF-CAR WASHES JUNE 1-30, 2024-PD	0.00	360.00	
002011	FRONT RANGE LUMBER COMPANY	07/23/2024	Regular	0.00	13.14	102936
38551/2	Invoice	07/11/2024	GF-SUPPLIES-STREETS	0.00	13.14	
000512	FUZION FIELD SERVICES LLC	07/23/2024	Regular	0.00	255.75	102937
349648	Invoice	07/10/2024	GOLF-STANDARD MONTHLY RENTAL-MAI...	0.00	255.75	
000567	HIGH COUNTRY BEVERAGE CORP	07/23/2024	Regular	0.00	1,522.45	102938
W-6851011	Invoice	07/15/2024	GOLF-BEVERAGES-PRO SHOP	0.00	1,522.45	
003120	HUDSON LOCKERS, INC	07/23/2024	Regular	0.00	305.00	102939
430	Invoice	07/10/2024	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	152.50	
434	Invoice	07/16/2024	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	152.50	
003602	HYDROPLUS	07/23/2024	Regular	0.00	775.00	102940
3-242372-1	Invoice	07/08/2024	GOLF-KITCHEN EXHAUST CLEANING-PRO ...	0.00	775.00	
000588	ID EDGE INC	07/23/2024	Regular	0.00	295.30	102941
102865	Invoice	07/03/2024	REC-CARD PRINTER, CARDS & RIBBON-REC...	0.00	295.30	
002977	JOSEPH ELLIOTT USA LLC	07/23/2024	Regular	0.00	650.39	102942
25365	Invoice	07/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	650.39	
003577	JR ENGINEERING LLC	07/23/2024	Regular	0.00	2,105.00	102943
84767	Invoice	07/11/2024	Traffic Study at CR 12/RR xing	0.00	2,105.00	
000859	NORTHWEST PARKWAY LLC	07/23/2024	Regular	0.00	9.50	102944
062924	Invoice	07/15/2024	GF-REISSUE CHECK #86031-MOVED FROM...	0.00	9.50	
003044	PEAK FORM, LLC	07/23/2024	Regular	0.00	675.00	102945
3954K25213	Invoice	07/01/2024	GF-NON DOT TESTS/TESTS-	0.00	675.00	
000897	PETTY CASH-REC CTR	07/23/2024	Regular	0.00	254.59	102946
071624	Invoice	07/16/2024	REC-REIMBURSE PETTY CASH FUNDS JULY ...	0.00	254.59	
003482	RK SERVICE LLC	07/23/2024	Regular	0.00	775.50	102947
SVC0142134	Invoice	07/01/2024	GF-PLUMBING REPAIRS-PARKS	0.00	775.50	
003433	RN CIVIL CONSTRUCTION, LLC	07/23/2024	Regular	0.00	514,776.79	102948
02	Invoice	07/01/2024	UF-PLANT EXPANSION PROJECT-WATER	0.00	514,776.79	
001022	SOUTHERN GLAZER'S OF CO	07/23/2024	Regular	0.00	165.27	102949
3481433	Invoice	07/10/2024	GOLF-BEVERAGES-PRO SHOP	0.00	33.36	
3481434	Invoice	07/10/2024	GOLF-BEVERAGES-PRO SHOP	0.00	131.91	
001040	STERICYCLE	07/23/2024	Regular	0.00	100.00	102950
8007695506	Invoice	07/01/2024	GF-SHREDDING SERVICE-CITY CL	0.00	30.00	
8007737736	Invoice	07/10/2024	GF-SHREDDING SERVICE-CITY CL	0.00	70.00	
001052	SWIRE COCA-COLA, USA	07/23/2024	Regular	0.00	349.25	102951
42281822007	Invoice	07/12/2024	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	349.25	
001075	THE CONSOLIDATED MUTUAL	07/23/2024	Regular	0.00	441.05	102952
071224A	Invoice	07/12/2024	UF-JUNE 24 PERRY PIT DISCHARGE PUMP...	0.00	60.54	
071224B	Invoice	07/12/2024	UF-JUNE 24 WELL PUMP B-W STOR	0.00	347.24	
071224C	Invoice	07/12/2024	UF-JUNE 24 WELL PUMP C-W STOR	0.00	33.27	
001364	TRAKSTAR	07/23/2024	Regular	0.00	995.40	102953
INV-015032	Invoice	07/01/2024	GF-PERFORM TIER UPGRADE-HR	0.00	995.40	

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001120	TRUDILIGENCE LLC	07/23/2024	Regular	0.00	366.71	102954
60176	Invoice	07/01/2024	GF-BACKGROUND CHECKS-HR	0.00	366.71	
001135	UNION PACIFIC RAILROAD CO	07/23/2024	Regular	0.00	27.00	102955
90137016	Invoice	07/11/2024	SST - Prelim Design CR12 Crossing - Streets	0.00	27.00	
003133	WS BARRICADE	07/23/2024	Regular	0.00	382.50	102956
00105013	Invoice	07/12/2024	SD-LABOR-STORM DRAINAGE	0.00	382.50	
002723	EAGLE ROCK COMPANY OF COLO	07/19/2024	Regular	0.00	118.86	102964
12729355-1	Invoice	07/01/2024	GOLF-BEVERAGES, ONLY PD 1/2 OF ORIGI...	0.00	118.86	
000031	ADAMSON POLICE PRODUCTS	07/30/2024	Regular	0.00	723.27	102965
INV417716	Invoice	07/09/2024	GF-UNIFORMS-PD	0.00	178.38	
INV417886	Invoice	07/11/2024	GF-UNIFORMS-PD	0.00	61.19	
INV418003	Invoice	07/12/2024	GF-UNIFORMS-PD	0.00	103.50	
INV418006	Invoice	07/12/2024	GF-UNIFORMS-PD	0.00	6.00	
INV418098	Invoice	07/15/2024	GF-UNIFORMS-PD	0.00	61.15	
INV418123	Invoice	07/15/2024	GF-UNIFORMS-PD	0.00	135.00	
INV418130	Invoice	07/15/2024	GF-UNIFORMS-PD	0.00	178.05	
002254	ADIDAS AMERICA INC	07/30/2024	Regular	0.00	374.40	102966
6161546680	Invoice	07/01/2024	GF-UNIFORMS-PD	0.00	248.40	
6161631272	Invoice	07/15/2024	GF-MECHANDISE-HR	0.00	74.10	
6161648514	Invoice	07/18/2024	GF-MERCHANDISE FOR WELLNESS BENEFI...	0.00	28.20	
6161656085	Invoice	07/19/2024	GF-MERCHANDISE-HR	0.00	23.70	
000034	ADT SECURITY SYSTEM	07/30/2024	Regular	0.00	158.51	102967
50576495 AUG24	Invoice	07/01/2024	REC-ALARM/SECURITY MONITORING FOR ...	0.00	158.51	
000040	AFLAC	07/30/2024	Regular	0.00	2,898.44	102968
706906	Invoice	07/01/2024	GF-SUPPLEMENTAL INS FOR JULY 2024-HR	0.00	2,898.44	
000108	AUSMUS LAW FIRM PC	07/30/2024	Regular	0.00	8,300.00	102969
8896	Invoice	07/01/2024	GF-2024 City Attorney Fees-Legal	0.00	6,500.00	
8902	Invoice	07/01/2024	GF-PROSECUTION SERVICE FOR JUNE 2024...	0.00	1,800.00	
002853	BUCKEYE CLEANING CENTER	07/30/2024	Regular	0.00	1,445.08	102970
90575096-1	Invoice	07/01/2024	GOLF-BALANCE OWED FROM ORIGINAL I...	0.00	50.00	
90593048	Invoice	07/01/2024	GOLF-CLEANING SUPPLIES-PRO SHOP	0.00	331.26	
90598882	Invoice	07/18/2024	GF-CLEANING SUPPLIES-FAC	0.00	1,063.82	
003414	CARL CARSTENS	07/30/2024	Regular	0.00	57.55	102971
071524	Invoice	07/15/2024	CEM-REIMBURSE FOR PURCHASE ON PER...	0.00	57.55	
000182	CEM SALES & SERVICE INC	07/30/2024	Regular	0.00	1,015.00	102972
164001	Invoice	07/23/2024	REC-BRIQUETTES 50# CALCIUM HYP MIXT...	0.00	1,015.00	
000267	COLONIAL LIFE	07/30/2024	Regular	0.00	105.96	102973
78168200801061	Invoice	08/01/2024	GF-SUPPLEMENTAL INS FOR AUGUST 2024...	0.00	105.96	
000268	COLORADO ANALYTICAL LAB	07/30/2024	Regular	0.00	48.00	102974
240717152	Invoice	07/18/2024	UF-DRINKING WATER TESTING-W LINES	0.00	48.00	
002651	COLORADO COMMUNITY MEDIA	07/30/2024	Regular	0.00	31.28	102975
116255	Invoice	07/19/2024	GF-LEGAL NOTICES-CITY CL	0.00	31.28	
000306	COMCAST BUSINESS	07/30/2024	Regular	0.00	2,817.39	102976
208838359	Invoice	07/01/2024	GF-INTERNET SERVICE JULY 2024-	0.00	2,817.39	
000307	COMCAST CABLE COMM, LLC	07/30/2024	Regular	0.00	509.41	102977
0117309 JULY20...	Invoice	07/01/2024	REC-CABLE/MUSIC JULY2024 (07/14-08/13...	0.00	289.25	
0164533 AUG24	Invoice	07/13/2024	GF-INTERNET/PHONE AUG2024 (07/23-08...	0.00	220.16	
000321	COUNTERTRADE PRODUCTS INC	07/30/2024	Regular	0.00	104.32	102978

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SI-00051638	Invoice	07/19/2024	Dell Latitude 3520 Battery Replacement	0.00	104.32	
000340	CUMMINS INC	07/30/2024	Regular	0.00	1,410.28	102979
42-88196	Invoice	07/01/2024	SF-REPAIRS TO WWTP-WWTP	0.00	1,410.28	
000567	HIGH COUNTRY BEVERAGE CORP	07/30/2024	Regular	0.00	1,121.20	102980
W-6857278	Invoice	07/22/2024	GOLF-BEVERAGES-PRO SHOP	0.00	1,121.20	
002448	HIGH PLAINS NEW HOLLAND	07/30/2024	Regular	0.00	1,073.82	102981
i22894	Invoice	07/02/2024	GF-BLADE KITS FOR ROTARY MOWER WO...	0.00	763.32	
i23001	Invoice	07/10/2024	GF-PARTS FOR '97 NH TRACTOR 6640-STR...	0.00	223.63	
i23140	Invoice	07/19/2024	GF-SWITCH ASSEMBLY-STREETS	0.00	86.87	
000655	JOHN DEERE FINANCIAL	07/30/2024	Regular	0.00	363.73	102982
76236 JULY 2024	Invoice	07/16/2024	GF-PARTS/SUPPLIES FOR JD 1445F & MO...	0.00	363.73	
003606	LESLIE MERAZ RODRIGUEZ	07/30/2024	Regular	0.00	55.00	102983
2007530.001	Invoice	07/23/2024	REC-MEMBERSHIP REFUND-REC CENTER	0.00	55.00	
003311	LINKSOUL, LLC	07/30/2024	Regular	0.00	109.93	102984
345050	Invoice	07/19/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	109.93	
000735	LL JOHNSON DISTRIBUTING	07/30/2024	Regular	0.00	70.00	102985
1159563-00	Invoice	07/09/2024	GOLF-AGRI-INJECT SETUP-MAINT	0.00	70.00	
002446	NATIONAL TRENCH SAFETY	07/30/2024	Regular	0.00	62.64	102986
875774	Invoice	07/15/2024	SD-PARTS/REPAIRS TO STORM DRAINAGE-...	0.00	62.64	
000859	NORTHWEST PARKWAY LLC	07/30/2024	Regular	0.00	13.85	102987
14468497	Invoice	07/16/2024	GF-TOLL CHARGES-PD	0.00	13.85	
000865	OFFICE DEPOT	07/30/2024	Regular	0.00	163.17	102988
375566286001	Invoice	07/10/2024	GOLF-OFFICE SUPPLIES-PRO SHOP	0.00	109.42	
375567584001	Invoice	07/10/2024	GOLF-COPY PAPER-PRO SHOP	0.00	53.75	
000869	OPERATIONS MANAGEMENT INT	07/30/2024	Regular	0.00	141,312.39	102989
351230-25-08	Invoice	08/01/2024	OMI Monthly Allocations	0.00	141,312.39	
003545	POINT AND PAY, LLC	07/30/2024	Regular	0.00	50.00	102990
072224	Invoice	07/22/2024	GF-MONTHLY FEE FOR JUNE 2024-PLANNI...	0.00	50.00	
003213	PRAIRIE DOG PROS	07/30/2024	Regular	0.00	600.00	102991
2367	Invoice	07/14/2024	Preairie Dog Control	0.00	600.00	
003605	RANDALL E DESCH	07/30/2024	Regular	0.00	3,200.00	102992
061024	Invoice	07/10/2024	GF-REPAIRS FOR WWTP-MISC	0.00	3,200.00	
003467	SCHILZ MARTIAL ARTS & KICKBOXING	07/30/2024	Regular	0.00	107.10	102993
JULY24 MARTIAL...	Invoice	07/26/2024	REC-JULY MARTIAL ARTS-REC CENTER	0.00	107.10	
000991	SCNS SPORTS FOODS INC	07/30/2024	Regular	0.00	94.40	102994
212743	Invoice	07/15/2024	GOLF-PREPAID GOODS-PRO SHOP	0.00	94.40	
001022	SOUTHERN GLAZER'S OF CO	07/30/2024	Regular	0.00	393.24	102995
3488045	Invoice	07/17/2024	GOLF-BEVERAGES-PRO SHOP	0.00	393.24	
001035	STANDARD INSURANCE CO.	07/30/2024	Regular	0.00	6,932.28	102996
00 759761 0001...	Invoice	08/01/2024	LI, AD&D, LTD, STD Ins Prem	0.00	6,932.28	
003297	SWEET PEA CLEANING, LLC	07/30/2024	Regular	0.00	1,496.00	102997
8707	Invoice	07/11/2024	REC-JULY 24 LOCKER ROOM CLEANING-RE...	0.00	1,496.00	
001052	SWIRE COCA-COLA, USA	07/30/2024	Regular	0.00	792.98	102998
42396462007	Invoice	07/19/2024	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	792.98	
002694	SYMMETRY ENERGY SOLUTIONS LLC	07/30/2024	Regular	0.00	1,387.26	102999

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18679944	Invoice	07/23/2024	REC-JUNE 2024 NATURAL GAS SERVICE-RE...	0.00	1,387.26	
002812	THE HUNTINGTON NATIONAL BANK	07/30/2024	Regular	0.00	10,678.08	103000
8963008	Invoice	07/17/2024	GOLF-TORO TURF PACKAGE-MAINT	0.00	10,678.08	
001117	TREETOP PRODUCTS INC	07/30/2024	Regular	0.00	1,808.95	103001
INVTRE27926	Invoice	07/01/2024	GF-FLASH ALERT SOLAR STOP SIGN-STREE...	0.00	1,808.95	
003535	TRI-STATE FIREWORKS, INC	07/30/2024	Regular	0.00	20,000.00	103002
1736	Invoice	07/22/2024	GF-4TH OF JULY FIREWORKS CELEBRATION...	0.00	20,000.00	
001137	UNITED POWER	07/30/2024	Regular	0.00	379.71	103003
10213507 JUNE24	Invoice	07/17/2024	GF-ELECTRIC SERV JUNE 2024 (06/13-07/1...	0.00	379.71	
003398	UNIVERSITY AUTO PARTS	07/30/2024	Regular	0.00	28.28	103004
207029	Invoice	07/22/2024	CEM-A/C COMPRESSOR CLUTCH-CEMETE...	0.00	19.79	
207035	Invoice	07/22/2024	GF-CIRCUIT BREAKER-STREETS	0.00	8.49	
001224	XCEL ENERGY-GAS	07/30/2024	Regular	0.00	275.60	103005
886788083	Invoice	07/01/2024	Xcel Gas Bill- Account 53-2035238-1	0.00	275.60	
003610	AAA FIBERGLASS SERVICES LLC	08/06/2024	Regular	0.00	5,750.00	103006
2024-0633	Invoice	07/26/2024	UF-REPAIRS TO FIBERGLASS TANK-WTP	0.00	5,750.00	
000031	ADAMSON POLICE PRODUCTS	08/06/2024	Regular	0.00	61.15	103007
INV418564	Invoice	07/23/2024	GF-UNIFORMS-PD	0.00	61.15	
000044	AGFINITY INC	08/06/2024	Regular	0.00	4,146.91	103008
I78850	Invoice	07/24/2024	GOLF-UNLEADED GASOHOL-MAINT	0.00	2,934.89	
I78851	Invoice	07/24/2024	GOLF-FIELDMASTER DYED DIESEL-MAINT	0.00	1,212.02	
003385	BRIGHTON YOUTH BASEBALL ASSOCIATION	08/06/2024	Regular	0.00	4,250.00	103009
2024 Umpires 1	Invoice	07/29/2024	CPR-BASEBALL UMPIRE FEE-ATHL	0.00	4,250.00	
000183	CALLAWAY GOLF SALES COMPANY	08/06/2024	Regular	0.00	5,414.91	103010
936141161	Credit Memo	07/01/2024	GOLF-CREDIT FOR RETURN OF MERCHAND...	0.00	-201.60	
938238099	Invoice	07/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	4,500.00	
938495301	Credit Memo	07/01/2024	GOLF-REBATE CREDIT-PRO SHOP	0.00	-674.00	
938569330	Invoice	07/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	1,285.39	
938663390	Invoice	07/22/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	267.72	
938663392	Invoice	07/22/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	237.40	
000211	CH2M	08/06/2024	Regular	0.00	26,154.00	103011
D3410908-07	Invoice	07/29/2024	UF-Construction Management WTP Expant..	0.00	26,154.00	
000239	CITY OF FORT LUPTON	08/06/2024	Regular	0.00	900.00	103012
CIT#132624-1/E0...	Invoice	07/19/2024	GF-RESTITUTION, J. CHIHUAHUA/D PADIL...	0.00	120.00	
Cit#133421-1A/1...	Invoice	07/19/2024	GF-RESTIT S. NOVA CIT#133421-1/S MAR...	0.00	780.00	
000306	COMCAST BUSINESS	08/06/2024	Regular	0.00	2,035.39	103013
209920881	Invoice	07/01/2024	Comcast Phones	0.00	2,035.39	
000307	COMCAST CABLE COMM, LLC	08/06/2024	Regular	0.00	290.15	103014
0025494 AUG24	Invoice	07/18/2024	GOLF-AUG 2024 CABLE-PRO SHOP	0.00	42.30	
0215335 JULY 24	Invoice	07/15/2024	GF-JULY 2024 INTERNET SERVICES (VET OF...	0.00	247.85	
003323	CU ONSITE SOLUTIONS	08/06/2024	Regular	0.00	9,252.90	103015
13910-02	Invoice	07/24/2024	SST-Repair Sidwalds & Asphalt Crack Seal...	0.00	9,252.90	
000340	CUMMINS INC	08/06/2024	Regular	0.00	672.00	103016
42-79147	Invoice	07/01/2024	GF-MAINT/REPAIRS TO GENERATOR-PD	0.00	672.00	
000513	G & G EQUIPMENT	08/06/2024	Regular	0.00	238.11	103017
151871	Invoice	07/30/2024	GF-BELT CUTTER, DECK DRIVE, PUMP DRI...	0.00	238.11	
000567	HIGH COUNTRY BEVERAGE CORP	08/06/2024	Regular	0.00	1,251.00	103018

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W-6863157	Invoice	07/29/2024	GOLF-BEVERAGES-PRO SHOP	0.00	1,251.00	
003120	HUDSON LOCKERS, INC	08/06/2024	Regular	0.00	202.50	103019
443	Invoice	07/27/2024	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	202.50	
000620	JACOB FREIER	08/06/2024	Regular	0.00	160.08	103020
071424	Invoice	07/14/2024	GF-MILEAGE REIMBURSEMENT-PLANNING	0.00	83.08	
072624	Invoice	07/26/2024	GF-REIMBURSE FOR PARKING PAID BY PER...	0.00	77.00	
002977	JOSEPH ELLIOTT USA LLC	08/06/2024	Regular	0.00	219.71	103021
27796	Invoice	07/31/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	219.71	
003577	JR ENGINEERING LLC	08/06/2024	Regular	0.00	2,697.50	103022
84582	Invoice	07/11/2024	Traffic Study at CR 12/RR xing	0.00	2,697.50	
000735	LL JOHNSON DISTRIBUTING	08/06/2024	Regular	0.00	936.00	103023
1160010-00	Invoice	07/26/2024	GF-PARTS-PARKS	0.00	936.00	
003607	MORGAN COUNTY MEMORIALS & GRANITE WC	08/06/2024	Regular	0.00	105.00	103024
6081	Invoice	07/22/2024	CEM-MEMORIAL RELOCATION FOR MON...	0.00	105.00	
000857	NORTHERN WATER	08/06/2024	Regular	0.00	850,949.00	103025
WGFP C&E FTL	Invoice	07/01/2024	WST-WGFP Construction Completion Esti...	0.00	850,949.00	
001943	PINNACOL ASSURANCE	08/06/2024	Regular	0.00	4,476.85	103026
21759897	Invoice	07/19/2024	Audit Invoice-Pinnacol	0.00	4,476.85	
003509	SUNDAY GOLF	08/06/2024	Regular	0.00	274.50	103027
SU20240627103...	Invoice	07/18/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	274.50	
001052	SWIRE COCA-COLA, USA	08/06/2024	Regular	0.00	584.80	103028
42497736015	Invoice	07/26/2024	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	584.80	
001053	SYMBOL ARTS	08/06/2024	Regular	0.00	387.50	103029
0499684	Invoice	07/24/2024	GF-UNIFORM BADGES-PD	0.00	387.50	
001105	TOSHIBA FINANCIAL SERVICES	08/06/2024	Regular	0.00	2,848.91	103030
534109798	Invoice	07/21/2024	GOLF-AUG 2024 COPIER LEASE-PRO SHOP	0.00	283.52	
534110119	Invoice	08/01/2024	Copier Lease	0.00	2,565.39	
001746	TRANSUNION RISK AND ALTERNATIVE DATA SO	08/06/2024	Regular	0.00	150.00	103031
812682-202406-1	Invoice	07/01/2024	GF-DATA RESEARCH SERVICES FOR JUNE 2...	0.00	150.00	
001201	WELD COUNTY SCH DIST RE8	08/06/2024	Regular	0.00	8,293.49	103032
20240049	Invoice	07/23/2024	GF-CROSSING GUARD SALARIES 2023-2024..	0.00	8,293.49	
001207	WESTERN DISTRIBUTING INC	08/06/2024	Regular	0.00	369.00	103033
805937	Invoice	07/28/2024	GOLF-BEVERAGES-PRO SHOP	0.00	369.00	
001224	XCEL ENERGY-GAS	08/06/2024	Regular	0.00	183.86	103034
887732031	Invoice	07/01/2024	Xcel Gas Bill- Account 53-2035237-0	0.00	183.86	
000024	ACE HARDWARE OF FORT LUPTON	07/23/2024	EFT	0.00	59.86	9001591
104660/1	Invoice	07/11/2024	GOLF-TOILET PAPER-MAINT	0.00	31.36	
104732/1	Invoice	07/16/2024	GOLF-SUPPLIES/PARTS-MAINT	0.00	28.50	
003355	ADOLFSON & PETERSON CONSTRUCTION	07/23/2024	EFT	0.00	1,114,883.98	9001592
8	Invoice	07/03/2024	RC-REC EXPANSION CONSTRUCTION-REC	0.00	1,114,883.98	
000048	AIRGAS USA LLC	07/23/2024	EFT	0.00	20.09	9001593
5509210964	Invoice	07/01/2024	GOLF-OXYGEN/ACETYLENE-MAINT	0.00	20.09	
003196	AMAZE HEALTH	07/23/2024	EFT	0.00	1,800.00	9001594
INV-6371	Invoice	07/01/2024	GF-MONTHLY USER FEE-HR	0.00	1,800.00	
001293	AMAZON.COM	07/23/2024	EFT	0.00	3,073.92	9001595
174M-XKY4-6HW9	Invoice	07/17/2024	IT Amazon Purchases	0.00	2,966.98	

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177M-Y7XQ-66H1	Invoice	07/05/2024	GF-OFFICE SUPPLIES-PLANNIN	0.00	56.96	
1RF6-GVQR-66PX	Invoice	07/05/2024	GF-BRASS CORE IMPELLER-PARKS	0.00	49.98	
003166	CODE RED AUDITS, LLC	07/23/2024	EFT	0.00	6,822.80	9001596
INV-FTLthbAC-24...	Invoice	07/15/2024	Code Red Door Access for Basement	0.00	6,822.80	
002723	EAGLE ROCK COMPANY OF COLO	07/23/2024	EFT	0.00	1,178.96	9001597
12830664	Invoice	07/15/2024	GOLF-BEVERAGES-PRO SHOP	0.00	243.36	
12830665	Invoice	07/15/2024	GOLF-BEVERAGES-PRO SHOP	0.00	935.60	
000417	EASY PICKER GOLF PRODUCTS	07/23/2024	EFT	0.00	503.03	9001598
0208007-IN	Invoice	07/10/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	503.03	
000425	ELEVATION COFFEE TRADERS	07/23/2024	EFT	0.00	157.00	9001599
107630	Invoice	07/08/2024	GOLF-COFFEE-PRO SHOP	0.00	157.00	
000536	GOLF AND SPORT SOLUTIONS LLC	07/23/2024	EFT	0.00	1,744.77	9001600
48035	Invoice	07/11/2024	GOLF-TONS OF SAND-MAINT	0.00	844.01	
48036	Invoice	07/11/2024	GOLF-TONS OF ATHLETIC SAND-MAINT	0.00	900.76	
003486	LONGVIEW HEATING & AIR	07/23/2024	EFT	0.00	6,990.00	9001601
251949	Invoice	07/01/2024	Replace Compressor & Condenser Fan Mo...	0.00	6,990.00	
000768	MASEK GOLF CAR OF COLORADO	07/23/2024	EFT	0.00	202.20	9001602
01-87519	Invoice	07/10/2024	GOLF-GOLF CART PARTS, SUPPLIES-PRO S...	0.00	202.20	
000862	O'REILLY AUTO PARTS	07/23/2024	EFT	0.00	420.97	9001603
4489-151636	Invoice	07/08/2024	GOLF-STARTER FLUID-MAINT	0.00	9.99	
4489-152464	Invoice	07/11/2024	GF-OIL, THERMOMETER,SERVICE KIT-STRE...	0.00	47.89	
4489-152704	Invoice	07/12/2024	GF-BATTERY FOR NEW HOLLAND TRACTOR...	0.00	272.90	
4489-153509	Invoice	07/16/2024	GOLF-FUEL PUMP, FUEL HOSE-MAINT	0.00	90.19	
003150	REDI SERVICES, LLC	07/23/2024	EFT	0.00	2,800.00	9001604
0000101894	Invoice	07/01/2024	GF-PORTABLE TOILET SERVICE (COMM CE...	0.00	500.00	
0000101895	Invoice	07/01/2024	CEM-PORTABLE TOILET SERVICE-CEMETERY	0.00	250.00	
0000101896	Invoice	07/01/2024	CPR-PORTABLE TOILET SERV (PEARSON PA...	0.00	1,600.00	
0000101897	Invoice	07/01/2024	GF-PORTABLE TOILET SERV (HERITAGE PA...	0.00	200.00	
0000101898	Invoice	07/01/2024	GF-PORTABLE TOILET SERV (DOG PARK)-P...	0.00	250.00	
000999	SHAMROCK FOODS COMPANY	07/23/2024	EFT	0.00	2,773.11	9001605
31348653	Invoice	07/11/2024	GOLF-FOOD/PREPACKAGED GOODS-PRO ...	0.00	1,024.21	
31357449	Invoice	07/15/2024	GOLF-FOOD/PREPACKAGED GOODS/BEVE...	0.00	1,805.12	
9638731	Credit Memo	07/10/2024	GOLF-CREDIT FOR RETURN ON INV 31105...	0.00	-56.22	
001343	TIME CLOCK PLUS	07/23/2024	EFT	0.00	756.00	9001606
INV00357129	Invoice	07/04/2024	GF-ANNUAL LICENSE FEES (OVERAGES)-HR	0.00	756.00	
001101	TODD HODGES DESIGN, LLC	07/23/2024	EFT	0.00	10,433.75	9001607
3618	Invoice	07/09/2024	GF-PLANNING SERVICES 07/01-07/14/24-P...	0.00	10,433.75	
003160	UNITEDHEALTHCARE INSURANCE COMPANY	07/23/2024	EFT	0.00	108,771.22	9001608
259038793698	Invoice	08/01/2024	GF-HEALTH INS FOR AUGUST 2024-HR	0.00	108,771.22	
001327	ALTA PEAK ROLLOFFS LLC	07/30/2024	EFT	0.00	1,873.17	9001609
4030	Invoice	07/01/2024	UF-ROLL OFFS-WTP	0.00	667.87	
4073	Invoice	07/09/2024	UF-ROLL OFFS-WTP	0.00	1,205.30	
001293	AMAZON.COM	07/30/2024	EFT	0.00	1,272.09	9001610
14VR-K169-6J7X	Invoice	07/05/2024	GF-MISC ITEMS-PD	0.00	335.33	
19LM-TCMR-4YFJ	Invoice	07/05/2024	GF-MISC ITEMS-	0.00	936.76	
002122	BURNS & MCDONNELL ENGINEERING CO INC	07/30/2024	EFT	0.00	217,207.84	9001611
160868-12	Invoice	07/18/2024	UF-ENGINEERING FOR WATER TOWER-UF	0.00	211,882.84	
169164-3	Invoice	07/24/2024	UF-LIFT STATION/FORCE MAIN PROJECT R...	0.00	5,325.00	

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003166	CODE RED AUDITS, LLC	07/30/2024	EFT	0.00	2,528.20	9001612
INV-FTL-AC-2415...	Invoice	07/22/2024	Code Red Door Access for Basement	0.00	103.20	
INV-FTLac-24159...	Invoice	07/24/2024	Code Red Door Access for Basement	0.00	2,425.00	
003417	DATA CENTER WAREHOUSE, LLC	07/30/2024	EFT	0.00	6,018.45	9001613
INDV204928	Invoice	07/15/2024	Computer equipment	0.00	2,961.42	
INDV205381	Invoice	07/17/2024	Computer equipment	0.00	3,057.03	
000361	DBC IRRIGATION SUPPLY	07/30/2024	EFT	0.00	1,473.48	9001614
55458495.001	Invoice	07/01/2024	GOLF-IRRIGATION PARTS-MAINT	0.00	1,473.48	
002723	EAGLE ROCK COMPANY OF COLO	07/30/2024	EFT	0.00	655.46	9001615
12858815	Invoice	07/22/2024	GOLF-BEVERAGES-PRO SHOP	0.00	118.86	
12858816	Invoice	07/22/2024	GOLF-BEVERAGES-PRO SHOP	0.00	454.40	
12859429	Invoice	07/22/2024	GOLF-BEVERAGES-PRO SHOP	0.00	82.20	
000862	O'REILLY AUTO PARTS	07/30/2024	EFT	0.00	735.87	9001616
4489-153397	Invoice	07/15/2024	GF-SUPPLIES-STREETS	0.00	16.98	
4489-153569	Invoice	07/16/2024	UF-CABIN FILTERS, OIL FILTERS, MOTOROI...	0.00	282.80	
4489-153638	Invoice	07/16/2024	CEM-VALVE STEMS/CABIN & AIR FILTERS-...	0.00	58.09	
4489-154081	Invoice	07/18/2024	GF-CLUTCH ASSEMBLY/BLUEDEF DRUM-	0.00	524.80	
4489-154402	Credit Memo	07/19/2024	GF-CREDIT FOR RETURN OF CLUTCH ASSE...	0.00	-146.80	
003443	PURCELL TIRE AND SERVICE CENTER	07/30/2024	EFT	0.00	744.37	9001617
31616070	Invoice	07/18/2024	GF- Tire Repair on Tractor- PW	0.00	744.37	
000931	R & L TIRES	07/30/2024	EFT	0.00	30.00	9001618
54001	Invoice	07/24/2024	GF-TIRE REPAIR-STREETS	0.00	30.00	
000999	SHAMROCK FOODS COMPANY	07/30/2024	EFT	0.00	2,519.81	9001619
30427380-CR	Credit Memo	07/24/2024	GOLF-RETURNED ITEMS CREDIT-PRO SHOP	0.00	-15.50	
31099059	Invoice	07/01/2024	GOLF-CUPS/LIDS-PRO SHOP	0.00	90.49	
31370616	Invoice	07/18/2024	GOLF-PREPACKAGED FOOD-PRO SHOP	0.00	1,188.88	
31380608	Invoice	07/22/2024	GOLF-FOOD/PREPACKAGED GOODS/BEVE...	0.00	1,591.62	
9591998	Credit Memo	07/01/2024	GOLF-CREDIT FOR RETURNED ITEM-PRO S...	0.00	-79.94	
9594576	Credit Memo	07/01/2024	GOLF-CREDIT FOR RETURN-PRO SHOP	0.00	-38.27	
9600424	Credit Memo	07/01/2024	GOLF-CREDIT FOR RETURN OF DICED CHKN...	0.00	-48.83	
9605159	Credit Memo	07/01/2024	GOLF-CREDIT FOR RETURN-PRO SHOP	0.00	-0.62	
9616342	Credit Memo	07/01/2024	GOLF-CREDIT FOR RETURN-PRO SHOP	0.00	-32.80	
9620932	Credit Memo	07/01/2024	GOLF-CREDIT FOR RETURN-PRO SHOP	0.00	-50.97	
9629927	Credit Memo	07/01/2024	GOLF-CREDIT FOR RETURN-PRO SHOP	0.00	-55.16	
CAN APR 24 002...	Credit Memo	07/24/2024	GOLF-REBATE CREDIT-PRO SHOP	0.00	-4.59	
CAN JUN 24 0029...	Credit Memo	07/17/2024	GOLF-REBATE CREDIT-PRO SHOP	0.00	-13.41	
CAN MAR 24 002...	Credit Memo	07/24/2024	GOLF-REBATE CREDIT-PRO SHOP	0.00	-1.08	
CAN MAY 24 002...	Credit Memo	07/24/2024	GOLF-REBATE CREDIT-PRO SHOP	0.00	-10.01	
003411	ULTIMATE DENT REMOVAL LLP	07/30/2024	EFT	0.00	340.00	9001620
2109	Invoice	07/15/2024	GF-WINDSHIELD REPLACEMENT-PD	0.00	340.00	
001153	VALLEY FIRE EXTINGUISHER	07/30/2024	EFT	0.00	5,389.00	9001621
162676	Invoice	07/12/2024	GF-FIRE EXTINGUISHER MAINT & INSPECT...	0.00	1,335.00	
162677	Invoice	07/12/2024	GF-FIRE EXTINGUISHER MAINT & INSPECT...	0.00	2,060.00	
162678	Invoice	07/12/2024	GF-FIRE EXTINGUISHER MAINT & INSPECT...	0.00	686.00	
162679	Invoice	07/12/2024	GOLF-MAINT & INSP, RECHARGES-PRO SH...	0.00	579.00	
162680	Invoice	07/12/2024	GF-FIRE EXTINGUISHER MAINT & INSPECT...	0.00	689.00	
162764	Invoice	07/12/2024	CPR-FIRE EXTINGUISHER MAINT & INSPECT..	0.00	40.00	
001594	WILBUR-ELLIS COMPANY LLC	07/30/2024	EFT	0.00	173.16	9001622
16663642	Invoice	07/18/2024	GOLF-CHEMICALS/FERTILIZER-MAINT	0.00	173.16	
001820	BADGER METER	08/06/2024	EFT	0.00	2,372.58	9001623
80166984	Invoice	07/30/2024	UF-BEACON HOSTING FOR METERS-	0.00	2,372.58	
003166	CODE RED AUDITS, LLC	08/06/2024	EFT	0.00	7,000.00	9001624

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INV-FLdpACIab-2...	Invoice	07/01/2024	1025 1st Street Doors and Cameras	0.00	2,475.00	
INV-FLdp-LAB-24...	Invoice	07/01/2024	1025 1st Street Doors and Cameras	0.00	4,525.00	
000339	CTL THOMPSON, INC	08/06/2024	EFT	0.00	652.50	9001625
714015	Invoice	07/26/2024		0.00	652.50	
002723	EAGLE ROCK COMPANY OF COLO	08/06/2024	EFT	0.00	622.38	9001626
12884052	Invoice	07/29/2024	GIOLF-BEVERAGES-PRO SHOP	0.00	39.98	
12884053	Invoice	07/29/2024	GOLF-BEVERAGES-PRO SHOP	0.00	582.40	
001292	LIFE STORIES CHILD & FAMILY ADVOCACY	08/06/2024	EFT	0.00	450.00	9001627
11-866	Invoice	07/22/2024	GF-2ND QUARTER BILLING APR-JUNE 2024...	0.00	450.00	
000745	LOUIS A GRESH	08/06/2024	EFT	0.00	1,600.00	9001628
JULY 2024	Invoice	07/16/2024	GF-ARRAIGNMENT DOCKET FOR JULY 2024..	0.00	1,600.00	
000768	MASEK GOLF CAR OF COLORADO	08/06/2024	EFT	0.00	374.18	9001629
01-87839	Invoice	07/25/2024	GOLF-PARTS FOR GOLF CARTS-PRO SHOP	0.00	374.18	
000862	O'REILLY AUTO PARTS	08/06/2024	EFT	0.00	19.23	9001630
4489-157022	Invoice	07/30/2024	GF-SUNSHADE-PARKS	0.00	19.23	
000931	R & L TIRES	08/06/2024	EFT	0.00	501.25	9001631
53363	Invoice	07/05/2024	GF-TIRES FOR 2023 CHEVY TAHOE-PD	0.00	468.25	
54002	Invoice	07/24/2024	GOLF-TIRE REPAIR-MAINT	0.00	33.00	
000999	SHAMROCK FOODS COMPANY	08/06/2024	EFT	0.00	3,436.12	9001632
31393372	Invoice	07/25/2024	GOLF-FOOD/BEVERAGES/PREPACKAGED ...	0.00	2,147.11	
31401730	Invoice	07/29/2024	GOLF-FOOD/PREPACKAGED GOODS-PRO ...	0.00	1,289.01	
001101	TODD HODGES DESIGN, LLC	08/06/2024	EFT	0.00	10,436.25	9001633
3619	Invoice	07/29/2024	GF-PLANNING SERVICES 07/15-07/28/24-P...	0.00	10,436.25	
001594	WILBUR-ELLIS COMPANY LLC	08/06/2024	EFT	0.00	1,794.35	9001634
16677786	Invoice	07/24/2024	GOLF-FERTILIZER/CHEMICALS-MAINT	0.00	1,794.35	
002158	WW BACKHOE & DOZER SERVICES INC	08/06/2024	EFT	0.00	4,900.00	9001635
27818	Invoice	07/31/2024	SST- Grading Services- Streets	0.00	4,900.00	
000119	BANK OF COLORADO	07/26/2024	Bank Draft	0.00	6,883.71	DFT0002434
INV0001610	Invoice	07/26/2024	HSA DISTRIBUTION	0.00	6,883.71	
000119	BANK OF COLORADO	07/26/2024	Bank Draft	0.00	790.83	DFT0002435
INV0001611	Invoice	07/26/2024	HSA DISTRIBUTION	0.00	790.83	
001416	VALIC_1	07/26/2024	Bank Draft	0.00	46,439.33	DFT0002436
INV0001612	Invoice	07/26/2024	VALIC - 457(b) \$ Contributions	0.00	46,439.33	
001265	IRS	07/26/2024	Bank Draft	0.00	88,687.60	DFT0002437
INV0001613	Invoice	07/26/2024	Federal Withholding	0.00	88,687.60	
001418	CO DEPARTMENT OF REVENUE	07/26/2024	Bank Draft	0.00	15,079.00	DFT0002438
INV0001614	Invoice	07/26/2024	CO Withholding	0.00	15,079.00	
001265	IRS	08/01/2024	Bank Draft	0.00	82.80	DFT0002443
INV0001615	Invoice	08/01/2024	Federal Withholding	0.00	82.80	
001418	CO DEPARTMENT OF REVENUE	08/01/2024	Bank Draft	0.00	15.00	DFT0002444

Council Check Report

Date Range: 07/17/2024 - 08/06/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0001616	Invoice	08/01/2024	CO Withholding	0.00	15.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	156	108	0.00	1,863,860.80
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	157,978.27
EFT's	93	45	0.00	1,538,511.40
	256	160	0.00	3,560,350.47

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	156	108	0.00	1,863,860.80
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	157,978.27
EFT's	93	45	0.00	1,538,511.40
	256	160	0.00	3,560,350.47

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	7/2024	2,592,838.61
999	POOLED CASH/CONSOLIDATED CASH	8/2024	967,511.86
			3,560,350.47

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 16, 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, July 16, 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, Chris Ceretto, Bruce Fitzgerald, Carlos Barron and Claud Hanes. Councilmembers David Crespin and Valerie Blackston participated remotely.

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

PERSONS TO ADDRESS COUNCIL

There was no one to address the City Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the July 16, 2024, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- July 2, 2024 City Council Meeting Minutes
- Approving Public Works Wastewater Sewer Service Agreement with Luciano Tinajero, Emilia Elvira Munoz Cordero, Judith Vasquez, and Ma Patricia Anaya Rios (AM 2024-114)
- Approving the Intergovernmental Agreement (“IGA”) with Board of County Commissioners of the County of Weld and the Weld County Clerk and Recorder Concerning the Administration of the November 5, 2024, Coordinated Election with the City of Fort Lupton and Designating Maricela Peña as the Election Official for the City (AM 2024-115)

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 16, 2024**

- Approve Resolution 2024R034 Establishing the Cybersecurity Maturity AM Model Certification to Protect the City's Confidential Information Systems (AM 2024-11)
- Approving Resolution 2024R035 Ratifying the Mayor's Appointment of the Attached List of Candidates (Exhibit A) to the Youth Advisory Committee for a Term Beginning August 1, 2024 and Ending August 31, 2025 and Designating the City Liaison and Ex-Officio for the Committee (AM 2024-118)
- Adopting Resolution 2024R036 Accepting an Annexation Petition and Initiating Annexation Proceedings for an Annexation known as the Lancaster Crossing Annexation Submitted by Baessler Development, LLC as the Representative for Thermo Farms General Partnership, LLC and Setting the Public Hearing for September 3, 2024 AM (2024-119)
- Adopting Resolution 2024R037 Accepting an Annexation Petition and Initiating Annexation Proceedings for an Annexation known as the Silver Lining Annexation known as the Silver Lining Annexation Submitted by Silver Lining Investment Group and Setting the Public Hearing for September 3, 2024. (AM 2024-120)
- Authorize the Mayor to Execute an Agreement for the Sale of NISP to Fort Collins-Loveland Water District and the Related Petition to Northern for a Decrease of Fort Lupton Participation (AM 2024-122)

Motion passed unanimously on roll call vote.

INFORMATION MEMORANDUM

IM 2024-015 Presentation of Final Determination of Petition Sufficiency, to Amend Ordinance No. 2021-1127 to Allow for the Operation of Marijuana Cultivation Facilities, Products Manufacturing Facilities, Research and Development Facilities, Centralized Distribution Permits, and Off-Premises Storage Facility Permits

IM 2024-016 Presentation of Final Determination of Petition Sufficiency, To Enact a New Wholesale Marijuana Excise Tax on the Sale or Transfer of Unprocessed Retail Marijuana by a Licensed Cultivation Facility

IM 2024-014 Library Director Opening

ACTION MEMORANDUM

AM 2024-116 Authorizing the Disposal of Unusable Vehicles, Equipment and Miscellaneous Items

The City has vehicles, equipment and miscellaneous items from police evidence that are

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 16, 2024

deemed unusable by the departments and selling them will generate revenue for the City.

It was moved by Chris Ceretto and seconded by Claud Hanes to authorize the disposal of unusable vehicles, equipment and miscellaneous items. Motion a passed unanimously on roll call vote.

AM 2024-121 Adopting Ordinance Specific Provision of Chapter 19 Metropolitan Districts, Article I General Provisions, Section 19-5 Procedures of the Fort Lupton Municipal Code

The City requested that Special Counsel review the City's special district policy and make recommendations for changes and updates in the policy to conform with recent City special district service plan approvals, legislative changes, and requirements customarily seen in other municipalities for special districts. A confidential, attorney-client privilege memorandum summarizing the changes is provided under separate cover due in order to preserve the privileged nature thereof.

Proposed changes to the City's current policy are reflected in the redline copy of the policy. The primary changes made were to clarify the procedural requirements necessary for processing a service plan and to reflect newly adopted operational requirements. Other changes reflect legislative changes which have occurred since the City's last update of the policy in 2019. Substantive changes are highlighted in the confidential memorandum. A clean copy of the proposed policy, including the recommended changes, is also enclosed and attached to the Ordinance.

The purpose of updating the City's special district policy is to modernize the City's policy and requirements, to update the policy to make it applicable to the current development environment, to reflect changes approved in recent service plan submittals, and to clean up and simplify the language and requirements set forth therein.

The City's corresponding "model service plan" will be updated accordingly for use with future submittals. The implementation of a model service plan has resulted in less staff time for review and comment. Any deviations from that model can be discussed and negotiated with the applicants at the time of submittal and/or at the City Council hearings thereon. Ultimately, the updated policy and resulting model should streamline applications going forward and simplify the City's procedures.

It was moved by Claud Hanes and Carlos Barron to adopt Ordinance 2024-1168 Approving the Special District Policy and Repealing and Replacing in its Entirety Chapter 19 of the Fort Lupton Municipal Code. Motion pass unanimously on roll call vote.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 16, 2024**

STAFF REPORTS

City Planner, Magaly Morales-Tejada explained 'Planners in the Park' where the City Planners will be attending events at the parks, to provide information on Planning & Building processes and permitting.

MAYOR/COUNCIL REPORTS

There were no Mayor or Council reports.

FUTURE CITY EVENTS

August 6, 2024 National Night Out, Koshio Park, 1st St. & McKinley Ave.
5:00 p.m. – 8:00 p.m.

August 7, 2024 Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m.

UPCOMING MEETINGS

ADJOURNMENT

The meeting adjourned at 6:14 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 30, 2024**

The City Council of the City of Fort Lupton met in a special session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Tuesday, July 30, 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, Valerie Blackston, David Crespín, Bruce Fitzgerald, Carlos Barron and Claud Hanes. Councilmember Chris Ceretto was absent.

Also present were City Administrator, Chris Cross and City Clerk, Mari Peña. City Attorney, Andy Ausmus participated remotely.

APPROVAL OF AGENDA

It was moved by David Crespín and seconded by Valerie Blackston to approve the agenda as presented. Motion passed unanimously on voice vote.

ACTION MEMORANDUM

AM 2024-123 Approving a Resolution of the City Council of Fort Lupton Authorizing the Submittal of an Energy and Mineral Impact Assistance Grant with the Colorado Department of Local Affairs for Fort Lupton Water System Improvements for a Project Cost Estimate of \$15,200,000.00

As a requirement of the Colorado Department of Local Affairs' (DOLA) grant application for Energy and Mineral Impact Assistance Grant funds, City Council must approve a resolution authorizing the City's application submission in order to be considered for the grant.

As part of our grant application for financial assistance for the Fort Lupton Elevated Water Storage Project, City Council must approve a resolution officially authorizing the submission of said application. The estimated total amount of the above-mentioned project is \$15,200,000.00. Of this amount, the City will commit to a ninety-three percent match of \$15,200,000.00 of which is pending submission to the State Revolving Fund (SRF).

The Energy Impact Assistance Fund (EIAF) grant request is a Tier 1 request for \$1,000,000.00 to help cover the City's required funds for the SRF loan.

It was moved by Claud Hanes and seconded by Bruce Fitzgerald to approve Resolution 2024R038
A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON AUTHORIZING THE SUBMITTAL OF AN
ENERGY AND MINERAL IMPACT ASSISTANCE GRANT WITH THE COLORADO DEPARTMENT OF

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 30, 2024**

LOCAL AFFAIRS FOR FORT LUPTON ELEVATED WATER STORAGE PROJECT FOR AN AMOUNT OF \$1,000,000.00. Motion passed unanimously on roll call vote.

AM 2024-124 Consideration of an Ordinance to Allow for the Operation of Marijuana Cultivation Facilities, Products Manufacturing Facilities, Research and Development Facilities, Centralized Distribution Permits, and Off-Premises Storage Facility Permits

Mari Peña, City Clerk, stated that on July 16, 2024, the Council was presented the final determination of petition sufficiency. Now the ordinance comes before the Council. The Ordinance may be adopted without change by Council. If the Ordinance is adopted, the initiative process concludes and the Ordinance shall go into effect.

If the Ordinance is not adopted by Council, the ballot question will be submitted at an election of the City, to be held as a coordinated election on November 5, 2024. The title and content of the ballot will be set by the attached Ordinance. The Ordinance shall not go into effect unless approved by the voters of the City of Fort Lupton at the November 5, 2024 election.

Yolanda Clarke, Senior Associate Attorney, with Vicente LLP, provided the Council with a brief overview of the ordinances. She stated she worked with petitioners to draft the process. The ordinance doesn't include transportation and is only eligible for those that have already been approved to hold business operations. There is no requirement it's only an additional opportunity for licensees. By Colorado law you can only have one off premises storage facility with restrictions. The other initiative for the excise tax is not a consumer tax, its an excise tax on the cultivators. When asked who employed Mrs. Clarke, she stated that she is employed by John Paoella.

Mayor Hubbard asked about the regulation of odor mitigation. Mrs. Clarke stated that these requirements aren't laid out in the ordinances, other localities do place restriction and all facilities are restricted to industrial zones. If this were to pass either today or in November additional restrictions can be placed. Additional mitigation may be requested at time of application for a new license. An application for licensure would still be required.

Mayor Hubbard asked if there's a requirement to maintain the grow indoors. Mrs. Clarke stated that the ordinance is not written as such.

John Paoella, 13400 County Road 10, stated that he is a business owner and is always looking to hire. This opportunity will allow business owners to offer more employment. This will also allow for long term flexibility not just operation of a retail business. Mr. Paoella is currently growing in Boulder and has been doing so for 15 years.

Bobby Adams, resident on County Road 10, stated that the previous main discussion was hemp and not this much marijuana. If the Council legalizes it in town, why does he have to go to this

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 30, 2024**

business, he'll just grow it in his house. Mr. Adams asked if he was going to do the mitigation on the odor. There was a feedlot across town and when dust came in and stuff, the whole town was against the City Council. Odor and mitigation should be the main focus. Lastly, Mr. Adams stated he has a weed burner.

John Rotherham, 10376 County Road 6, is currently a Marijuana license holder. Mr. Rotherham indicated that an excise tax generates tax based on how much is grown and produced. He currently has operations in Denver with hollo units that assist with mitigation.

Doug Massey, 3982 County Road 31, stated that the registered voters of the town should vote rather than a handful of people.

No further discussion occurred.

It was moved by David Crespín and seconded by Claud Hanes to ADOPT ORDINANCE 2024-1169 TO ALLOW FOR THE OPERATION OF MARIJUANA CULTIVATION FACILITIES, PRODUCTS MANUFACTURING FACILITIES, RESEARCH AND DEVELOPMENT FACILITIES, CENTRALIZED DISTRIBUTION PERMITS, AND OFF-PREMISES STORAGE FACILITY PERMITS. Motion failed unanimously on roll call vote. The vote being '0' yes votes and '6' no votes.

AM 2024-125 Consideration of an Ordinance to Enact a New Wholesale Marijuana Excise Tax of 1.5%, Not to Exceed 4%, on the Sale or Transfer of Unprocessed Retail Marijuana by a Licensed Cultivation Facility

On July 16, 2024, the Council was presented the final determination of petition sufficiency. Pursuant to C.R.S § 29-2-102, because the question of whether to enact an excise tax of (1.5) percent on the sale or transfer of unprocessed retail marijuana by a licensed cultivation facility is an increase in sales and use tax, it must be directed to the registered voters.

The ballot issue will be submitted at an election of the City, to be held as a coordinated election on November 5, 2024.

This Ordinance shall not go into effect unless approved by the voters of the City of Fort Lupton at the November 5, 2024 election.

It was moved by David Crespín and seconded by Valerie Blackston to ADOPT ORDINANCE 2024-1170 TO ENACT A NEW WHOLESALE MARIJUANA EXCISE TAX OF 1.5%, NOT TO EXCEED 4%, ON THE SALE OR TRANSFER OF UNPROCESSED RETAIL MARIJUANA BY A LICENSED CULTIVATION FACILITY. Motion failed unanimously on roll call vote. The vote being '0' yes votes and '6' no votes.

AM 2024-126 An Ordinance of the City of Fort Lupton Approving the Submission of a Ballot

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 30, 2024**

Question to the Registered Voters Voting in the Coordinated Election to be Held November 5, 2024, a Ballot Question if the City Should Amend Ordinance No. 2021- 1127 and the Official Code of the City of Fort Lupton, Colorado, to Allow for the Operation of a Limited Number of Licensed Marijuana Establishments Within Specific Zones in the City of Fort Lupton; Setting the Title and Content of the Ballot for the Election

On July 16, 2024, the Council was presented with the final determination of petition sufficiency on an Initiative. Pursuant to Statute, within 20 days following the final determination of petition sufficiency, the ordinance may be adopted without change by the governing body. If the governing body adopts the ordinance, the initiative process concludes and no election is conducted. If the ordinance is not adopted by the governing body, the governing body shall publish the ordinance as other ordinances are published and set the matter for a regular or special election which shall be held not less than 60 nor more than 150 days after the final determination of petition sufficiency.

It was moved by Carlos Barron and seconded by Claud Hanes to ADOPT ORDINANCE 2024-1171 OF THE CITY OF FORT LUPTON APPROVING THE SUBMISSION OF A BALLOT QUESTION TO THE REGISTERED VOTERS VOTING IN THE COORDINATED ELECTION TO BE HELD NOVEMBER 5, 2024, A BALLOT QUESTION IF THE CITY SHOULD AMEND ORDINANCE NO. 2021- 1127 AND THE OFFICIAL CODE OF THE CITY OF FORT LUPTON, COLORADO, TO ALLOW FOR THE OPERATION OF A LIMITED NUMBER OF LICENSED MARIJUANA ESTABLISHMENTS WITHIN SPECIFIC ZONES IN THE CITY OF FORT LUPTON; SETTING THE TITLE AND CONTENT OF THE BALLOT FOR THE ELECTION. Motion passed unanimously on roll call vote.

AM 2024-127 An Ordinance of the City of Fort Lupton Approving the Submission of a Ballot Issue to the Registered Voters Voting in the Coordinated Election to be Held November 5, 2024, a Ballot Issue Pertaining to a Wholesale Marijuana Excise Tax of 1.5% with the Rate of Taxation Not to Exceed 4%; Setting the Title and Content of the Ballot for the Election

On July 16, 2024, the Council was presented with the final determination of petition sufficiency on an Initiative. Pursuant to Statute, within 20 days following the final determination of petition sufficiency, the ordinance may be adopted without change by the governing body. If the governing body adopts the ordinance, the initiative process concludes.

If the ordinance is not adopted by the governing body, the governing body shall publish the ordinance as other ordinances are published and set the matter for a regular or special election which shall be held not less than 60 nor more than 150 days after the final determination of petition sufficiency.

Because the questions is related to a tax, it is considered a TABOR issue and therefore must be directed to the registered voters

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 30, 2024**

It was moved by Bruce Fitzgerald and seconded by Valerie Blackston to ADOPT ORDINANCE 2024-1172 OF THE CITY OF FORT LUPTON APPROVING THE SUBMISSION OF A BALLOT ISSUE TO THE REGISTERED VOTERS VOTING IN THE COORDINATED ELECTION TO BE HELD NOVEMBER 5, 2024, A BALLOT ISSUE PERTAINING TO A WHOLESALE MARIJUANA EXCISE TAX OF 1.5% WITH THE RATE OF TAXATION NOT TO EXCEED 4%; SETTING THE TITLE AND CONTENT OF THE BALLOT FOR THE ELECTION. Motion passed unanimously on roll call vote.

AM 2024-128 Approving a Resolution Submitting a Ballot Question at the November 5, 2024, Regular Election, Whether the City of Fort Lupton Should Eliminate the Requirements that Payments of Bills and Statements Concerning Contracts and Rebates be Published in the Newspaper

Pursuant to C.R.S. § 31-20-202(1) the City is required to publish in a newspaper of general circulation, its proceedings related to the payment of bills and publish a statement concerning all contracts awarded and rebates allowed.

C.R.S. § 31-20-202(1.5) provides that the requirement of publication of the proceedings related to the payment of bills and a statement concerning all contracts awarded and rebates allowed is not required if approved by the electorate of the City at the regular or special election.

The approval of a ballot question eliminating this requirement will reduce publishing costs and expenses to the City. If the registered voters approve the question, the publications would be on the City's webpage

It was moved by Bruce Fitzgerald and seconded by Valerie Blackston APPROVING RESOLUTION 2024R039 SUBMITTING A BALLOT QUESTION AT THE NOVEMBER 5, 2024, REGULAR ELECTION, WHETHER THE CITY OF FORT LUPTON SHOULD ELIMINATE THE REQUIREMENTS THAT PAYMENTS OF BILLS AND STATEMENTS CONCERNING CONTRACTS AND REBATES BE PUBLISHED IN THE NEWSPAPER. Motion passed unanimously on roll call vote.

ADJOURNMENT

The meeting adjourned at 6:29 p.m.

Submitted by,

Maricela Peña, City Clerk

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 30, 2024**

Approved by City Council,

Zo Hubbard, Mayor

DRAFT

ORDINANCE NO. 2024-1168

INTRODUCED BY: CLAUD HANES

ADOPT AN ORDINANCE APPROVING SPECIAL DISTRICT POLICY AND REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 19 OF THE FORT LUPTON MUNICIPAL CODE.

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

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

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

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 6th day of August, 2024.

PUBLISHED BY TITLE ONLY the 15th day of August, 2024.

EFFECTIVE (after publication) the 14th day of September, 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

Ratifying the Mayor's Signature on the Colorado Rangers Intergovernmental Agreement Amendment.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City of Fort Lupton has an Intergovernmental Agreement (IGA) with Colorado Rangers to provide law enforcement support on an as-needed basis for community events. In order to expand the services provided by the Colorado Rangers to the City of Fort Lupton, an amendment to the IGA was created. The amendment authorizes the Colorado Rangers to provide as-needed patrol services to supplement municipal police services.

With current staffing shortages, it has become necessary to supplement the Police Department's staff in order to maintain current service levels. The Police Department anticipates that supplemental assistance will be needed for two to three months, but depending on other factors this time frame could increase.

FINANCIAL CONSIDERATIONS

Payment for this agreement will come from the Police Department's Contractual Services Account. At year end budget amendments may be necessary to the account.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Ratify the Mayor's signature.
2. Do not ratify the Mayor's signature.

STAFF RECOMMENDATIONS

Staff recommends ratifying the Mayor's signature approving the IGA amendment.

Attachments: a. Colorado Rangers Intergovernmental Agreement Amendment

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Patrol Services Agreement
between the
City of Ft. Lupton
and the Colorado Rangers Law Enforcement Shared Reserve (Colorado Rangers)

Pursuant to and governed by the Intergovernmental Agreement (IGA) between the parties, the City of Ft. Lupton and the Colorado Rangers hereby enter into this Patrol Services Agreement. In addition to the IGA annual fee which covers special events, emergency and other shifts provided by the Colorado Rangers, the City of Ft. Lupton may, at its option, utilize the Colorado Rangers for primary or second seat patrol shifts under the supervision of its officers.

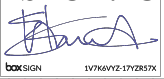
A patrol shift is defined as one (1) P.O.S.T. certified Basic or Reserve Colorado Ranger on patrol duty for a predetermined period agreed to by the parties. Any one shift is a maximum of 10 hours at a rate of \$500 per shift paid by Ft. Lupton to the Colorado Rangers. The Colorado Rangers will use its best efforts to fill patrol shift requests, but given the nature of its reserve police officers, cannot guarantee shift requests will be filled.

Either party may terminate this Patrol Services Agreement at any time.

Fees during Declared Disaster Events shall be governed by *the Colorado Rangers Standard Fee Schedule for Reimbursable Expenses During Declared Disasters* and do not count for or against the standard shift count included in this agreement once a disaster is declared if the agency is participating in FEMA/DHSEM reimbursement.

Send payment of fees to:
Colorado Rangers
P.O. Box 671
Fort Lupton, CO 80621

REQUESTOR: City of Ft. Lupton

By:  _____
boKSiGN 1V7H4VYZ-1V7Z857X

Title: Mayor

Date: Jul 25, 2024

COLORADO RANGERS

By:  _____ Date: July 22, 2024

Title: Colonel Ronald Abramson
Chief, Colorado Rangers



SUBJECT FOR DISCUSSION

Approve Mayor's Signing of Tri-State Generation and Transmission Association, Inc. Temporary License Agreement for Survey and Pothole Access Along Highway 52 Frontage for the Water Tower Project Design Work.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Burns & McDonnell requires access to properties along the proposed water main connection route. The City's consultant is requesting Right of Entry to begin field investigations and geotechnical borings.

The Tri-State property is west of the solar farm within the Public Service Corridor.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

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

STAFF RECOMMENDATIONS

City staff recommends approval of the Temporary License Agreement with Tri-State.

Attachments: a. Temporary License Agreement Tri-State

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (“Agreement”) is made this _____ day of _____, 2024 (“**Effective Date**”), by and between Tri-State Generation and Transmission Association, Inc., a Colorado cooperative corporation (“**Tri-State**”), whose address is 1100 W. 116th Ave., Westminster, Colorado 80234, and City of Fort Lupton (“**Licensee**”), whose address is 130 South McKinley Avenue, Fort Lupton, Colorado 80621

RECITALS:

A. Tri-State is the owner of certain real property as described as Lot A of Recorded Exemption No. 1471-03-01-RE2059, recorded October 29, 1997 in Book 1633 Reception No. 2576418, being a part of the Northeast Quarter of Section 3 Township 1 North Range 66 West of the 6th Principal Meridian, County of Weld, State of Colorado, as more fully depicted on the attached Exhibit A (the “**Licensed Premises**”).

B. Licensee requests a license for access to the Licensed Premises for the purposes specified in this Agreement.

C. Tri-State will grant a license, only for the purpose stated in this Agreement, to Licensee subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00), the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tri-State and Licensee agree as follows:

1. Grant of License. Tri-State grants to Licensee, its employees, agents, contractors, and representatives, a license (the “**License**”) to enter upon, over, and across the Licensed Premises solely for the purpose of performing boundary surveys, archaeological inspections, cultural analysis, environmental studies, geotechnical boring or soil sampling.

2. Term. The License commences on the Effective Date and terminates December 31, 2024, (said period referred to herein as the “**Term**”), unless terminated earlier in accordance with paragraph 8 below.

Special Condition. The License restrict construction equipment height under Licensor’s transmission line to fourteen (14) feet.

3. Retained Rights of Tri-State. Tri-State reserves the right of ownership, use and occupancy of the Licensed Premises to the fullest extent consistent with the rights granted to Licensee in this Agreement.

4. Damage to the Licensed Premises. Licensee will exercise its rights under this Agreement with reasonable care, and each failure of License to exercise reasonable care will be a breach of this Agreement entitling Tri-State, in its sole discretion, to terminate the License. Licensee assumes any and all risks and obligations associated with the rights granted to Licensee in this Agreement and Licensee's activities on the Licensed Premises. In the event Licensee damages improvements, including landscaping, located on the Licensed Premises, or the slope or grade of the surface of the Licensed Premises, when undertaking the activities permitted hereunder, Licensee will promptly reimburse Tri-State for all costs to repair and restore the Licensed Premises to the condition in which they existed before the damage, or with Tri-State's prior written consent, Licensee may undertake such repair and restoration activities itself and at its sole cost.

5. Insurance requirements. Licensee must, at all times during the Term, and at Licensee's sole cost, maintain the following insurance coverage, and must deliver to Tri-State proof of such insurance coverage prior to Licensee's initial entry upon the Licensed Premises and from time to time thereafter as Tri-State may reasonably request:

(a) Commercial general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 annual aggregate. Such insurance must cover liability arising from the activities and operations of Licensee and its employees, independent contractors, and agents on the Licensed Premises, with Tri-State named as an additional insured, as its interest may appear. In addition, such policy's additional insured endorsement benefiting Tri-State must cover acts of both the named insured and the additional insured; and

(b) Comprehensive automobile liability insurance with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, and covering owned, non-owned, and hired vehicles, trailers or semi-trailers designed for travel on public roads; and

(c) At any time during the Term that Licensee has one or more employees involved in any manner with operations upon the Licensed Premises, Licensee will maintain workers' compensation insurance with minimum statutory limits to cover obligations imposed by federal and state statutes applicable to such employees and employers' liability insurance for bodily injury by accident of \$1,000,000 each accident, bodily injury by disease of \$1,000,000 each employee and \$1,000,000 each accident. Tri-State reserves the right, from time to time in its discretion, to require Licensee to provide evidence or assurances to Tri-State that Licensee does not have any such employee, which may include, without limitation, execution of a sworn affidavit, indemnity, release or waiver.

6. Risk Acknowledgement. Licensee acknowledges that the Licensed Premises contains conditions that may present a risk to human health and safety. To the extent permitted by applicable law, including the GIA, and CRS §24-106-109, and without waiving any of the privileges and immunities afforded to Licensee under these or other laws, Licensee assumes all risk arising from the use of the Licensed Premises by Licensee under this License.

7. Modification. This Agreement, including its integrated exhibit, constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter set forth herein, and supersedes, integrates, and replaces all prior agreements and understandings with respect to the subject matter hereof. This Agreement may be modified only by a writing signed by both Tri-State and Licensee.

8. Termination. Tri-State may, in its sole discretion, terminate the License prior to the end of the Term, without Licensee's agreement or consent, by delivering written notice to Licensee, at least 30 days in advance, notifying Licensee of the early termination of the License. Tri-State's express right to terminate the License as provided above is not intended to in any way limit other rights Tri-State may have under the law or equity to terminate or revoke the License.

9. Removal of Personal Property. Promptly upon termination of the License, Licensee must remove all its equipment, machinery, fixtures and other personal property from the Licensed Premises. If Licensee has failed to remove any of its personal property seven (7) days after termination of the License, then Tri-State may, in its sole discretion, remove and dispose of said personal property, and Licensee must reimburse Tri-State for all costs it incurs in removing and disposing of the personal property.

10. Limitation of Liability. LICENSEE HEREBY WAIVES ALL CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND INCIDENTAL DAMAGE CLAIMS AGAINST TRI-STATE IN ANY MANNER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, REGARDLESS OF WHETHER A CLAIM IS BASED UPON BREACH OF CONTRACT, TORT OR ANY OTHER THEORY. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, TRI-STATE'S AGGREGATE CUMULATIVE LIABILITY UNDER THIS AGREEMENT WHETHER BASED UPON BREACH OF CONTRACT, TORT OR ANY OTHER THEORY SHALL NOT EXCEED THE AMOUNT PAID BY LICENSEE TO TRI-STATE UNDER THIS AGREEMENT DURING THE PRIOR TWELVE MONTHS. LICENSEE WAIVES ITS RIGHT TO SUE TRI-STATE AT LAW OR IN EQUITY UNDER THIS AGREEMENT OR UNDER ANY CAUSE OF ACTION RELATING TO THE SUBJECT MATTER OF THE THIS AGREEMENT UNLESS LICENSEE COMMENCES THE SUIT WITHIN ONE YEAR FROM THE DATE ON WHICH LICENSEE SUSTAINS THE LOSS OR DAMAGE WHICH IS THE SUBJECT OF THE SUIT.

11. Colorado Law. This Agreement shall be governed by and construed in accordance with Colorado law. The parties (on behalf of themselves and their respective successors and assigns) hereby consent to the jurisdiction and venue of all state and federal courts located in the State of Colorado with respect to all disputes and other matters arising under or in connection with this Agreement and waive any objection they might otherwise have to such jurisdiction and venue.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same

instrument. Delivery may be effected by actual delivery or by electronic or by fax transmission of an executed counterpart copy to the other party.

13. No Recordation. Licensee agrees that it will not record this License Agreement with any clerk and recorder's office or other public office.

14. Survival. Licensee's obligations with respect to the repair and restoration of the Licensed Premises as set forth in paragraph 4 of this Agreement, and the respective rights and obligations of Tri-State and Licensee set forth in paragraphs 6, 9, 10, 11, and 13 of this Agreement, will survive termination of this License.

IN WITNESS WHEREOF, Tri-State and Licensee sign this Temporary License Agreement to be effective as of the Effective Date.

TRI-STATE:

TRI-STATE GENERATION AND TRANSMISSION
ASSOCIATION, INC., a Colorado cooperative corporation

By: _____

Name: H. Steven Gray

Title: Senior Manager, Land Rights and Permitting

LICENSEE:

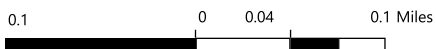
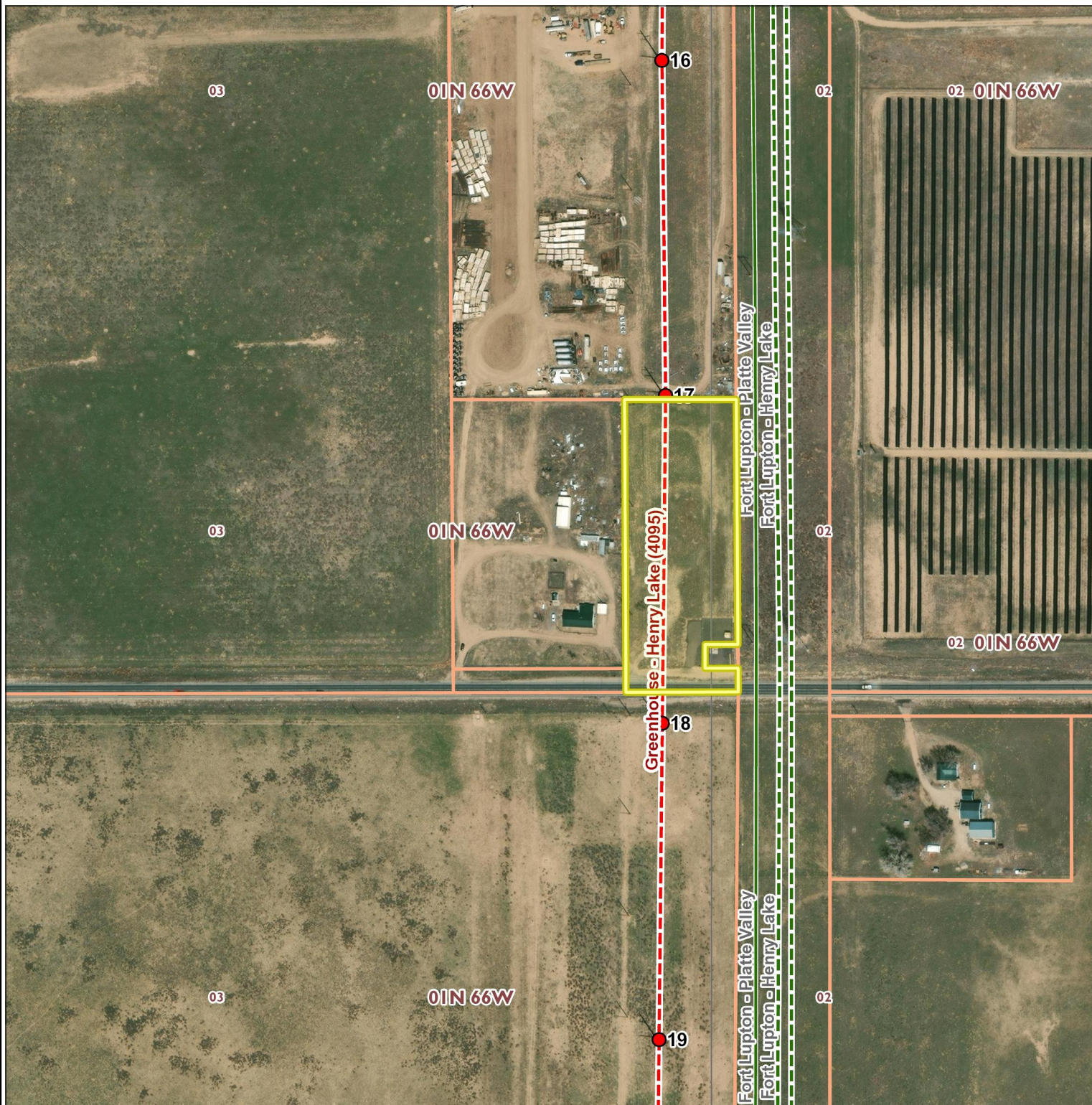
City of Fort Lupton

Zo Hubbard

Mayor

EXHIBIT A
DEPICTED LICENSED PREMISES

Exhibit A



Scale: 1: 4,514

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

Accepting a Public Improvements Agreement with Rollie LLC. for the Extension of Water, Sewer, Storm, and Driveway Access

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Rollie LLC. submitted the Site Plan for development of Rollie LLC Site Plan (P2024-010). The developer is required to construct certain public improvements (the "Improvements") as a condition of site plan approval for the development. Section 17-23(c) of the City of Fort Lupton Municipal Code requires that a Public Improvement Agreement for the public improvements be executed by the Developer and the City and recorded in the office of the Weld County Clerk and Recorder. The total cost of the Public Water Main improvements, Deferred Roadway Improvements, Access Roadway Improvements, Access Storm Infrastructure Improvements, paid by the developer is \$351,450.00 following final acceptance by the City.

FINANCIAL CONSIDERATIONS

Not applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve Agreement with Rollie LLC.
- Do not approve the Agreement

STAFF RECOMMENDATIONS

Staff recommends approving Agreement with Rollie LLC.

Attachments:

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

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works

Fort Lupton, CO 80621

130 S. McKinley Avenue
Phone: 303.857.6694
Greeley: 970.346.0326

www.fortlupton.org

Fax: 303.857.0351

PUBLIC IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ **2024**, by and between the **CITY OF FORT LUPTON**, a municipal corporation, in the County of Weld, State of Colorado, hereinafter referred to as the "City," and **Rollie LLC.**, hereinafter referred to as "Developer", together referred to as the "Parties".

WHEREAS, Developer submitted the Site Plan for development of Parcel Number 147117302003 (the "Plan"), South Rollie Avenue Industrial Site Plan (Lot 3, Villano Subdivision) on 06/08/2024, (P2024-010) which Plan depicts the proposed project (the "Development") to be constructed by Developer on the property depicted on the plan, which is the "Subject Property"; and

WHEREAS, Developer is required to construct certain public improvements (the "Improvements") as a condition of site plan approval (Resolution P2024-010 approved July 11, 2024) for the Development; and

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

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

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

1.0 GENERAL CONDITIONS

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

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

1.3 Construction Standards. Developer shall construct all Improvements required by this Agreement, in accordance with plans and specifications approved in writing by the City, in conformance with all applicable codes and ordinances as adopted by the City, and in full conformity with the City's construction specifications applicable at the time of actual construction.

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

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

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

1.7 Testing and Inspection.

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

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

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

(d) All work shown on the Improvements plans requires inspection by the City. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m. During the hours listed above and except as otherwise provided for in advance, inspections shall be scheduled a minimum of three (3) business days in advance.

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

1.9 Insurance OSHA. Developer shall furnish to the City upon request proof thereof that all employees and contractors engaged in the construction of Improvements are covered by adequate Worker's Compensation Insurance and Public Liability Insurance and shall require faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

2.0 CONSTRUCTION OF IMPROVEMENTS

2.1 Rights-of-Way, Easements and Permits. Before the City may approve construction plans for any Improvements herein agreed upon, Developer shall acquire, at its own expense, all rights-of-way and easements depicted on the Plan, as required by the City for the construction of the Improvements. All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by deed, easement, or plat dedication in form and substance acceptable to the City Administrator or the Administrator's designee. All title documents shall be recorded at the Developer's expense.

3.0 OFFSITE INFRASTRUCTURE IMPROVEMENTS

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

3.2 The Offsite Improvements are summarized as follows: Roadway improvements – East Half of the roadway section for Rollie Avenue along the west property line frontage. Detached concrete sidewalk 10-feet wide and drainage borrow ditch.

3.3 The improvements shall be coordinated with future improvements by other development requirements along Rollie Avenue.

4.0 SPECIFICATIONS.

All street improvements, curb, gutter and sidewalks and appurtenances thereto, water mains, sewer mains and stormwater improvements shall be constructed and installed so as to meet or exceed City-approved plans, specifications and the. All public Right of Way streets within the Subdivision (improvements described on Exhibit “A” offsite Improvements) shall be constructed to City Standards and Specifications and based upon a site-specific geotechnical study and pavement design. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations. A retention pond or other approved system that meets the current standards and specifications of the City of Fort Lupton will be required at the time of construction on the site as determined by the approved Phase III Drainage Study submitted.

5.0 OTHER REQUIREMENTS

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

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

6.0 MISCELLANEOUS TERMS

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

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

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

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

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

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

DEVELOPER: Rollie LLC.,
CHRISTOPHER LARSON
12249 Mead Way
Littleton, CO 80125

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

6.6 Force Majeure. Whenever Developer is required to complete construction, maintenance, repair or replacement of Improvements by an agreed upon deadline, the City shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to acts of God or other circumstances constituting force majeure or beyond the reasonable control of the Developer.

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

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

6.9 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of this Agreement is held to be violative of city, state or federal laws and hereby rendered unenforceable, either party, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

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

THE CITY OF FORT LUPTON, a Municipal Corporation

By: _____
Zo Hubbard, Mayor

ATTEST:

By: _____
Maricela Peña, City Clerk

APPLICANT:

By: _____
CHRISTOPHER LARSON

State of Colorado)
County of Arapahoe) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2024
by _____ of _____, a _____.

Notary Signature

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____ 2024 by Zo Hubbard as Mayor of the City of Fort Lupton and Maricela Peña as City Clerk for the City of Fort Lupton.

Notary Signature

LOT 3, VILLANO MINOR SUBDIVISION

Public Water Main				
Item	Quantity	Unit	Unit Price	Total
16" x 8" Wet Tap	2	EA	\$7,500	\$15,000
8" Gate Valve	3	EA	\$3,500	\$10,500
8"x6" Tee	2	EA	\$1,000	\$2,000
8"x8" Tee	2	EA	\$1,500	\$3,000
8" 90 Bend	1	EA	\$1,500	\$1,500
8" PVC	585	LF	\$85	\$49,725
Fire Hydrant Assembly	2	EA	\$8,000	\$16,000
1-1/2" Tap and Meter	1	EA	\$10,000	\$10,000
Public Water Main Total				\$107,725

Access Storm Infrastructure				
Item	Quantity	Unit	Unit Price	Total
24" RCP	183	LF	\$160	\$29,280
24" FES	6	EA	\$2,000	\$12,000
Public Storm Infrastructure Total				\$41,280

Access Roadway Improvements				
Item	Quantity	Unit	Unit Price	Total
Asphalt Pavement	154	Ton	\$250	\$38,500
Concrete Pavement / Sidewalk	515	SF	\$7	\$3,605
Stop Sign	2	EA	\$450	\$900
Public Roadway Improvements				\$43,005

Deferred Public Roadway Improvements				
Item	Quantity	Unit	Unit Price	Total
Asphalt Pavement	504	Ton	\$250	\$126,000
Concrete Sidewalk	4180	SF	\$7	\$29,260
Borrow Ditch	418	LF	\$10	\$4,180
Deferred Public Roadway Improvements				\$159,440

Total Improvements				\$351,450
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SUBJECT FOR DISCUSSION

Approve a Resolution Approving the "Safety Wellness Program Manual" for City-wide Safety Standards

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The development of the Safety Wellness Program originated from a desire to support operations, services, and departments in working towards a safer every day for the employees of the organization. The hope is to achieve this goal through a consistent method on the identification and addressment of hazards and risks that may result in a loss for the City. Additionally, this program helps our organization meet and maintain requirements for Cost Containment Certification, CIRSA audits and loss control standards.

This program is intended to be reviewed by all staff upon hire, and on annual basis afterwards for continual understanding of its policies and procedures. Implementation of this manual and the associated policies are expected to be led by Safety & Risk with the support of Senior Leadership, Department Heads, and the Employee Safety Committee.

Adopted policies are expected to be followed as written once they are in place. With the understanding that it is difficult to meet compliance overnight with newly established policies, a six (6) month implementation period is requested to allow for proper education, training, and application of the Safety Wellness Program. An evaluation and review of the manual will be scheduled approximately one (1) year from the date of its adoption.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. The Council can choose to not adopt the Safety Wellness Program. This may lead to challenges on establishing and maintaining consistent expectations and practices on safety and hazard prevention for City employees and departments.
2. The Council can adopt a portion of the Safety Wellness Program. This may lead to challenges in the adoption and adhesion of the program if additional portions were adopted later on instead of as a whole item.

STAFF RECOMMENDATIONS

Staff recommends approval of the Resolution and adoption of the Safety Wellness Program Manual

Attachments:
a. Proposed Resolution
b. Safety Wellness Program Manual

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2024R0XX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON ADOPTING THE “SAFETY WELLNESS PROGRAM” MANUAL FOR CITY-WIDE SAFETY STANDARDS

WHEREAS, the City of Fort Lupton “Safety Wellness Program” be adopted as the applicable standard for hazard prevention and control for all City departments and employees; and

WHEREAS, the Safety & Risk Coordinator is recommending the implementation of the new “Safety Wellness Program” Manual for City-wide safety standards. This program is intended to work in conjunction with the existing employee handbook, and offer further guidance and instruction for policy and procedure to staff on best safety practices; and

WHEREAS, the Safety & Risk Coordinator recommends the approval of the proposed “Safety Wellness Program” Manual be reviewed and amended annually or when applicable.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves the proposed “Safety Wellness Program” Manual for City-wide safety standards.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 6th DAY OF AUGUST, 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



Safety Wellness Program

1st edition July 2024

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Introduction

101 Commitment Statement

The City of Fort Lupton is committed to ensuring the occupational health, wellness, and safety of all its employees, regardless of employment status, by providing a well-rounded and fulfilling Safety Wellness Program. Safety is a consistent practice in every phase of daily operations. All City of Fort Lupton personnel are to conduct operations in a manner that contributes to the overall safety and preservation of City employees, citizens, patrons, equipment, and properties.

This document establishes a formal Safety Wellness Program for the City of Fort Lupton. The objective of this program is to prevent and minimize accidents, injuries, lost time, and property loss from occurring while promoting employee wellness and safety as City values.

Preservation of occupational health, safety, and wellness are of the highest priority of leadership and the City Council, and support of this program is provided to the fullest capacity through the review, approval, and implementation by the City Council and Leadership.

City Mayor

City Administrator

Safety & Risk Coordinator

102 Program Implementation and Review Process

The City of Fort Lupton shall ensure proper implementation of the Safety Wellness Program by providing guidance and training on the policies, procedures, and expectations laid out in this manual. The Safety Wellness Program shall serve as a set of guidelines for safe operational practices while on duty and/or representing the City on its behalf while away from office.

Implementation of the Safety Wellness program is the joint responsibility of the City Leadership, Safety & Risk Department, Department Heads, Managers, Supervisors, and the employees of the City. The responsibility of implementing safety and wellness practices shall be achieved through proper compliance of all loss and control standards set forth by the City and each department's own professional associations. By ensuring proper implementation, the City of Fort Lupton is responsible for ensuring that all employees have the ability to work safely during any and all manners of business.

Regular training, evaluation, and review of the Safety Wellness Program in its entirety shall occur on a minimum of an annual basis to ensure that best practices and procedures are provided and followed for employees, citizens, and patrons of the City. Annual review will be the responsibility of the Safety & Risk Department with the input and feedback from the Employee Safety Committee and Department Heads, Managers, and Supervisors. A record of changes shall be kept at the end of this document to catalog ongoing corrections, changes, updates, and revisions.

103 Program Overview

Introduction to the Program

In order to provide a safe and healthy work environment, this program establishes City-wide safety standards for minimizing the potential of employee injury and illness, property loss, and disruption of government operations. In addition, the City follows the best practices of state and federal safety guidelines.

Purpose

The purpose of the Safety Wellness Program is to ensure that best practices regarding occupational health, safety, and wellness are implemented and practiced by City and staff. While no plan can guarantee an accident free work place, by following the safety procedures set forth in this manual, City personnel may significantly reduce the risk of dangerous events from occurring that may negatively impact the health, safety, and wellness of its employees and constituents.

Program Goal & Objective

It is the goal of the City of Fort Lupton to establish and maintain a Safety Wellness Program that helps limit the number of accidents and injuries by surpassing the best practices within occupational health, safety, and wellness.

The objective of this program is to ensure to the best of our ability that all employees of the City may continue working and living without fear of harm occurring from preventable safety and wellness measures. The goal of this program is to ensure that established safety processes and procedures are followed and that the proper training and education for employees is implemented.

104 Program Organization and Responsibilities

The Safety & Risk Department for the City will have primary responsibility of the City Safety Wellness Program. Supervision and operation of this program will be the primary responsibility of the Safety & Risk Coordinator. The program is supported by the Employee Safety Committee, which will meet on a minimum quarterly basis. This committee will provide support and act as a source for ideas and suggestions for working towards the overall goal of safety and wellness for all employees of the City Fort Lupton.

Employees are encouraged to be actively involved in and make positive contributions toward the overall safety initiatives and accident prevention measures.

City Council Responsibilities

The City of Fort Lupton is responsible for the following aspects of the Safety Wellness Program:

- Budget approval
- Policy revision and approval
- Supporting initiatives

Employee Safety Committee Responsibilities

Committee meetings provide open, two-way communication among City of Fort Lupton departments and employees for the purpose of discussing accident causes and prevention. It is a forum for discussing changes in the work environment, identifying risks and hazards, and changing safety policy and procedures. The experience and knowledge of committee members combine to give effective solutions to problems and hazards faced on a daily basis.

The Employee Safety Committee is established and organized under the support of senior management. The Safety & Risk Coordinator will serve on the committee as an advisor. The Employee Safety Committee includes (but is not limited to) representatives from City Hall, Police Department, Recreation Center, Public Works, Coyote Creek Golf Course, Building & Grounds, Library, and Human Resources. Other departmental employees and members of management may be selected to meet the City's needs. Minutes will be maintained and a copy distributed to committee members.

Employee Safety Committee activities include but are not limited to:

- Recommending safety objectives and policies.
- Working as a team to accomplish objectives.
- Reviewing accident reports for the purpose of identifying trends.
- Accident investigation and analysis as needed.
- Acting as a source for ideas and suggestions for improving the overall safety of the facilities.
- Following up on recommendations generated from previous inspections and employee suggestions.

- Delineating safety topics for training of employees.

Safety Wellness Program Supervision

The Safety & Risk Coordinator carries out the overall daily responsibilities of the Safety Wellness Program.

These responsibilities may include but are not be limited to working with City employees, insurance representatives, City officials, and contractors as needed to satisfactorily achieve assigned duties. The Safety & Risk Coordinator has the responsibility of providing guidance and making recommendations for services or programs in the areas of Risk Mitigation, Safety, and Emergency Response for the City of Fort Lupton.

These duties include but are not limited to:

- Necessary risk assessment and hazard identification.
- Coordination of training a s related to federal, state, and local regulatory compliance.
- Maintenance of required records of all injury accidents and near misses.
- Employee training regarding areas of hazard control, accident prevention, and accident investigation.
- Accident report analysis to identify program deficiencies and make recommendations to City management and/or Safety Committee as needed.
- Coordination of outside vendors to provide safety equipment and services.
- Provide ongoing safety training as needed and provide training records.
- Coordinate and/or purchase necessary safety equipment.
- Provide training to staff regarding proper use of safety and personal protective equipment and to ensure compliance of use of all equipment.
- Recommend safety provisions and equipment for City construction projects and day-to-day facility/building operation.
- Conduct new employee safety orientation and training sessions.

Managers and Supervisors Responsibilities

Department Managers and Supervisors are responsible for the safety of their employees. As key figures in the established safety needs, managers and supervisors are integral to the success of the program. It is the continued responsibility of managers and supervisors to ensure employees follow established safety procedures. Managers and supervisors are responsible for being familiar with and recognizing health and safety hazards to which employees are exposed. Managers and supervisors will ensure employees of the City of Fort Lupton have the appropriate materials and training to effectively complete job responsibilities in a safe and responsible manner.

Managers and Supervisors coordinate with the Safety & Risk Coordinator to:

- Establish safe and efficient work methods for each department.
- Instruct employees in safe work practices and regulations.
- Assign people to jobs only after proper job specific training is completed.
- Monitor employee safety compliance.
- Take safety performance into consideration during all annual personnel performance evaluations.
- Act to eliminate unsafe conditions or practices within work areas.
- Audit work areas to include housekeeping and equipment conditions to determine new hazards and improvements on existing conditions, including storage of materials or equipment not in use.
- Enforce City safety rules and regulations.
- Participate in the investigation of departmental accidents and participate in corrective actions.
- Set the tone for safety through personal example and by demonstrating a commitment to the performance of duties in the safest way and create safe working environments.
- Take immediate corrective action for any violations pertaining to their department that is reported by the Safety & Risk Coordinator.
- Ensure continuous safety training is completed by department staff.
- Fulfill all components and training requirements for the Hazard Communications Program including maintaining updated SDS binders, chemical substance storage, and employee orientation for set protocols.

Agreement to Participate

All City of Fort Lupton employees should be familiar with the City of Fort Lupton's Safety Wellness Program, General Health & Safety Guidelines (see section 301), and their department's specific safety rules and policies. In addition, all employees (regardless of employment status) will participate in and complete all required safety trainings that are outlined by the City, supervising department, and Safety & Risk Coordinator.

It is ultimately the individual employee's responsibility to follow safe workplace practices contained within this manual. Employees should adjust workplace behavior and practices to avoid dangers or hazards. If an employee is unclear or unsure if a given situation or task is safe, contact a department supervisor or the Safety & Risk Coordinator to review planned actions before starting work. It is better to wait and check than to risk injury.

All employees are encouraged to share ideas and practices to the Safety & Risk Coordinator or Safety Committee that may help the City of Fort Lupton to obtain its goals.

Safety Policies and Procedures

201 Prevention Statement

This Safety Wellness Program is designed to provide the proper policies, guidelines, and channels for the prevention of injury, illness, loss of life, property, and time. Prevention can be achieved through the proper knowledge, mitigation, and evaluation of safety education and practices. These practices will come in the form of hazard identification, near-miss reporting, job safety analysis (JSA) development, accident/incident investigation, and corrective actions. Safety education opportunities will come in the form of city-wide initiatives and seminars as well as department and staff specific trainings and orientations.

202 Hazard Identification and Assessment

Hazard Identification is the process of seeking out, identifying, and evaluating the potential hazards and risk factors that may cause harm from a particular situation, item, behavior, or act. Proper identification and assessment of potentially known and unknown hazards is beneficial before, during, and after an incident occurs.

While some hazards should be fixed as they are found- such as housekeeping and tripping hazards- not all hazards may be resolved immediately. These types of hazards should be brought to the attention of the proper individuals and reported for follow up.

Employer and employee responsibilities for identifying and assessing hazards:

- Collect and review information about the hazards present or likely to be present in the workplace.
- Conduct initial and periodic workplace inspections of the workplace to identify new or recurring hazards.
- Investigate injuries, illnesses, incidents, and close calls/near misses to determine the underlying hazards, their causes, and Safety Wellness Program shortcomings.
- Group similar incidents and identify trends in injuries, illnesses, and hazards reported.
- Consider hazards associated with emergency or nonroutine situations.
- Determine the severity and likelihood of incidents that could result for each hazard identified, and use this information to prioritize corrective actions.

203 Job Safety Analysis

To ensure that the best safety practices are in place, a Job Safety Analysis (JSA) should be completed. A JSA is a systematic method of identifying hazards and control measures to safely perform a specific task. JSAs are to be completed on any jobs or tasks that have resulted in a trend, fatality, severe injury, or as a corrective action for any new or changed job procedures.

The following factors should be considered when deciding on which jobs should be analyzed:

1. Number of related injuries or illnesses
2. Frequency of accidents
3. Potential severity
4. New jobs or a change in a job
5. Death

It is the responsibility of the Safety & Risk Coordinator to identify the necessary JSAs that should be developed, implemented and trained on. JSAs are then officially assigned to the department by the Safety & Risk Coordinator.

The development of a JSA is the responsibility of the department management that it has been assigned to. All assigned JSAs will have a completion timeline assigned; this is typically within 60 days of assignment.

Developed JSAs should be given to the Safety & Risk Coordinator for review and approval. Upon approval, implementation of all JSAs shall be completed with proper training to all employees that are required to perform the job. Training and testing on completed JSAs should be completed within 14 days for all relevant employees.

All developed and approved JSAs for a particular department will become required safety training for newly hired, seasonal, and long-term employees who obtained a workplace injury/illness in relation to the JSA specific task or job.

204 Reporting Policy

The City of Fort Lupton is committed to providing the safest environment possible for its citizens, employees, and patrons. Employees are expected and encouraged to report unsafe behaviors, work and equipment conditions, near misses, and all accidents and incidents that occur and may involve City property and/or employees, citizens, and patrons regardless of if an injury or illness occurs.

The City of Fort Lupton provides an open-door policy for reporting safety issues and concerns. City employees should always feel comfortable approaching an immediate supervisor, manager, the Safety & Risk Coordinator or other department management for information needed to perform jobs safely. In addition, employees are able to report conditions or practices believed to be unsafe for themselves, co-workers, citizens, contractors and/or patrons without fear of repercussion or discipline.

Employees are also encouraged to make suggestions to improve situations believed to be hazardous. This can be done through email, telephone, or by requesting an appointment with the Safety & Risk Coordinator. Reports can also be made directly to any active member of the Employee Safety Committee. In the event of an accident or injury, the immediate supervisor and the Safety & Risk Coordinator should be contacted.

205 Near Miss Reporting Policy & Procedure

Purpose

The primary purpose of near miss reporting is to identify and address unsafe conditions, trends, acts, and behaviors *before* they result in an accident or incident. Near miss reports are meant to be reviewed and analyzed to evaluate potential hazards and to address control measures that may be implemented to reduce the risk of harm.

Near Miss Reports

Any unsafe acts, conditions, behaviors, or trends may be reported to supervisors, managers, safety committee members, the Safety & Risk Coordinator, and other members of leadership. Near miss reports shall be documented on the standardized *Near Miss Form* and submitted to the internal mailbox of the Safety & Risk Coordinator. This internal mailbox can be located on the main floor of City Hall.

All forms shall only contain *factual* information and descriptions. Detailed accounts including who, what, when, where, why, and how should be included regardless of personal beliefs and feelings of the reporting party. All reporting individuals will have a responsibility to cooperate in any resulting investigation by providing statements and/or interviews that may be requested by the Employee Safety Committee or the Safety & Risk Department.

Any employee that reports a near miss will not be subjected to progressive disciplinary actions unless their behavior coincides with one of the following serious offenses:

- Willful breach of safety policies
- Acts of gross negligence
- Acts of gross misconduct
- Repeated unreported violations
- Malicious activities
- Workplace violence, including but not limited to: fighting, assault, harassment or possession of a weapon

Employee Responsibility

It is the responsibility of every employee to acknowledge and report safety concerns in a timely manner to their supervisor, manager, or the Safety & Risk Coordinator. Employees are requested to fill out a *Near Miss Form* within 24 hours of the safety concern, regardless of if the near miss was reported to management or not. This is to ensure that the event is properly documented and passed on for review in the event that management fails to do so.

In addition to reporting, it is the responsibility of the employee to take proper actions to maintain and ensure safety in regards to the near-miss. Justifiable actions may include, but are not limited to, utilizing proper PPE, ensuring safety policies and established JSAs are being followed, correcting unsafe actions and behaviors, and enacting the “Safe-to-Stop” Policy in the absence of a more reasonable safety option and contacting the Safety & Risk Coordinator to report the stop in progress.

Failure to report known safety concerns that may or may not result in severe incidents may be viewed as *negligence* and result in corrective and/or disciplinary action.

Manager and Supervisor Responsibility

It is the responsibility of all managers and supervisors to report any safety concerns or violations of safety policies that are reported to them, observed, or perceived to have occurred. These concerns are to be reported to the Safety & Risk Coordinator.

Failure to report known safety concerns that result in severe incidents may be viewed as *negligence* and result in corrective and or disciplinary action.

Employee Safety Committee Responsibility

It is the responsibility of the Employee Safety Committee to actively review all near-miss reports with the intent to address each concern and provide a response to the individual(s) and/or department that has reported it. Any resolutions that may come from the review of near miss reports shall be documented and archived for 3 years on the corrective action(s) that resulted, if any. Failure to provide adequate review and response of a near miss report in a timely manner may result in review of the Employee Safety Committee members in addition to an overruling of actions by the Safety & Risk Department.

206 Accident Reporting and Investigation

Purpose

The primary purpose of accident investigation is to prevent similar and future accidents by determining how and why an accident happened. As such, the investigation must produce factual information. This information may lead to corrective actions that can prevent or reduce further accidents. The investigation plan prescribes methods and practices for investigating accidents that can be followed by managers and supervisors.

Accident Investigation

The completion of an Incident Report is required for documentation of an accident and will be updated during the ongoing investigation of an injury accident. This report will be used by City's insurance companies to determine if action is required for claims.

Manager and Supervisor Responsibility

The Department Manager or Supervisor, and Safety & Risk Coordinator must investigate immediately upon notification of an incident and complete a *Management Accident Investigation Report*. A copy of this report is then forwarded to the Safety & Risk Coordinator for use in the final investigation. A Supervisor or Employee Safety Committee Member can assist in the initial investigation if the Safety & Risk Coordinator is unavailable. The Safety & Risk Coordinator may conduct an independent investigation, or depending on the nature of the accident, may work jointly with the Manager, Supervisor, or Employee Safety Committee. A Completed investigation and Root Cause Analysis shall be conducted by the Safety & Risk Coordinator or a designated member of the Employee Safety Committee at the discretion of the Safety & Risk Coordinator.

A written report is prepared from notes, diagrams and photos of the incident. All pictures should be identifiable and labelled. The names, addresses, day, and evening phone numbers of all eyewitnesses must be noted. The responsible Manager or Supervisor should ensure each witness provides a statement of what happened.

For purposes of accident prevention, investigations are fact-finding. The goal is not to find blame, but is to fix potential problems. Ideally, the Safety & Risk Coordinator will work with the Manager or Supervisor to determine the cause of the accident and the best solution to prevent future incidents.

A satisfactory *Management Accident Investigation Report* should answer the following questions:

- Who was involved in the accident and who was injured?
- What happened? Be detailed.
- Where did the accident happen?

- When did the accident occur?
- Why did the accident happen?
- Was it neglect, or intentional, accidental, preventable?
- How did the accident happen?
- Be specific and detailed.

A completed copy of the *Management Accident Investigation Report*, *Employee Accident Report*, witness statements, photos and any other related documents should be forwarded to the Safety & Risk Coordinator within three (3) business days of the incident.

207 Corrective Action Process

Purpose

Following thorough investigation of an accident or incident, near miss, or other safety violation that is reviewed, a corrective action shall be given to remedy the safety hazards that were found.

A *Corrective Action* is the action(s) taken to eliminate the cause(s) of a hazard or an incident, eliminate a detected hazard, and/or to prevent recurrence of an incident through proper hazard controls. Corrective actions are implemented to protect and prevent employees from further safety related incidents occurring in the workplace.

Examples of types of Corrective Actions:

- Reduction of the risk of incidents
- Improvement of processes, policies, and procedures
- Training/ re-training of staff
- Raising awareness
- Replacement or repair of equipment and assets

208 Worker's Compensation Policy-Employees

Policy

For the most current policy regarding Worker's Compensation for the City of Fort Lupton, refer to the Employee Handbook.

Guidelines & Standards

301 General Safety Guidelines

These general safety guidelines are laid out by the Safety Wellness Program. Some departments may have requirements that exceed these minimum guidelines that are laid out in this manual, and should be followed accordingly.

Fire Prevention Statement

The purpose of the fire prevention program is to help eliminate causes of fires and prevent loss of life and property related to fire and smoke damage. Employees are reminded of guidelines to assist in recognizing, reporting and preventing fire hazards.

Common causes of fires may include:

- Overloaded electrical circuits, unsafe wiring and defective extension cords- including extension cords chained together
- Candles/open flame
- Appliances such as coffee pots or heaters left on when not in use
- Overheated motors and equipment that is not properly maintained
- Improper use, storage, and handling of flammable materials
- Improper use of Christmas tree lights and associated electrical cords
- Poor housekeeping, which results in the accumulation of paper, boxes, oil-soaked rags and flammable liquids
- Improper use of welding torches and equipment
- Smoking in non-approved areas

Proper handling and storage procedures of hazardous materials shall be followed as outline in the HAZCOM program to ensure fire safety measures are in place to prevent the occurrence of a fire.

City facilities shall be properly equipped with the necessary fire alarm detection system, sprinkler system, and/or additional fire protection equipment that is appropriate to detect, suppress, and control a fire hazard per International Fire Code.

City facilities are subject to annual and random inspection from the local fire district. If infractions are noted, the manager of that facility will provide the documentation to the Safety & Risk Coordinator along with the corrective actions that were outlined to remedy the infraction. In addition, the Safety & Risk Coordinator may include fire prevention controls and inspections into any safety related inspection or investigation being conducted.

Smoking

The City of Fort Lupton offers a smoke-free work environment. The smoking policy for the City shall follow the outlined policy from the Employee Handbook. In

addition to the policy, smoking and vaping activities are prohibited for all employees, visitors, contractors, and other persons while inside a City facility or vehicle.

Any incident of smoking or vaping while inside a City facility or vehicle may be reported to the Human Resources Department and/or the Safety & Risk Coordinator.

Housekeeping

Poor housekeeping standards are not generally identified until an injury occurs. *A clean work area is a safe work area.* Injuries occur when people trip over clutter in an aisle or slip when a spill is not cleaned up. All office areas, passageways, storerooms, service rooms, and designated fire exit pathways shall be kept clean, clear, and in good repair to avoid obstructing egress or travel pathways. Good housekeeping practices are to be followed the best ability when storing any type of equipment, archival files, or supplies needed for job performance.

Employees should always inform an immediate supervisor, the Building Supervisor, or the Safety & Risk Coordinator when housekeeping concerns cause immediate risks or hazards. Department Supervisors will maintain the overall responsibility of general housekeeping practices in their respective areas.

Storage

Stair landings/wells or hallways should not be used as storage areas. When storing any items, always remember not to store items closer than 18" from a fire sprinkler head. This will result in the ineffective suppression operation during a fire. Storage spaces may be evaluated upon request to the Safety & Risk Coordinator in conjunction with any safety inspection or investigation.

Slips, Trips and Falls

Falling is the leading cause of work place injuries worldwide.

To prevent workplace accidents involving slips, trips, or falls:

- Keep aisles, stairways, etc., clear and clean at all times.
- Do not leave cords, cables or other tripping hazards on the floor, across walkways or in the stairwells. Cords in use must be taped down or covered.
- Use caution signs or cones or stations to mark wet or slippery areas.
- Keep work areas and passage ways, including stairwells, well lit.
- Put tools away when not in use.
- Close file and desk drawers not in use.
- Stand on ladders, not on boxes or chairs. Never stand on the top two steps of any ladder. Only 1 person is allowed on a ladder at a time.
- Do not carry loads you cannot see over.
- Use the handrail whenever possible.
- Proper footwear should be worn to suit particular work area environments.
- Never leave a ladder unattended.

Ergonomics and Back Injury Prevention

Repetitive motions can harm different muscle groups in the back, shoulders, neck, and most commonly the wrists. Any type of repetitive motion can cause muscle strain. Extended periods of working in one position can lead to muscle strain. A quick break to stretch can help avoid muscle fatigue. Proper adjustment of equipment and furniture can relieve muscle strain. Employees who develop muscle strain from any type of repetitive motion should contact the Safety & Risk Coordinator for a workplace evaluation.

Safety Equipment and Supplies

Proper safety equipment and supplies shall be kept at all City facilities for the purpose of minimizing exposures to hazards that cause serious workplace injuries and illnesses. Additionally, emergency preparedness equipment and supplies are to be maintained in the event that first aid and emergency medical response is needed.

302 Employee Emergency Procedures

The City of Fort Lupton requires that during every emergency, an organized effort is to be made to protect citizens, city personnel, and first responders from injury and to minimize property damage. Every supervisor is expected to know what responsibilities and roles are outlined in their department's Emergency Action Plan (EAP). During a crisis, employees are encouraged to stay calm and encourage others to do the same.

Annual review of Emergency Action Plans (EAP), evacuation routes, and fire drill procedures should be standard trainings. The Safety & Risk Coordinator may assist in the review, revision and facilitation of policies, procedures and trainings conducted by each department.

An Emergency Action Plan (EAP) is to be developed for every City-owned facility and leased space where city personnel are actively occupying. A baseline template for developing an EAP can be requested from the Safety & Risk Department.

FEMA and NIMS Training

An emergency event may occur from a natural or man-made disaster at any time. These types of emergency events begin and end at the local level. Designated City employees may be required to obtain National Incident Management System (NIMS) training through the Federal Emergency Management Agency (FEMA) online portal. These requirements are outlined in the Local Emergency Operations Plan (LEOP) for the City.

Additional training may be required for personnel that is designated as essential to the response and/or recovery of an emergency event, or in the Continuity of Operations for the City.

303 Training Standards

New Employees

It is the policy and practice within the City of Fort Lupton that *all* newly hired employees, regardless of employment status, are to complete the required New Hire Safety Training and Checklist for their department and position. These checklists and the associated trainings are provided by the Human Resources Department at each new employee's orientation.

Existing Employees

All existing employees, regardless of employment status, shall participate and complete the following safety related trainings on a continual basis:

Bi-Annual (once every 2 years)

- CPR Training (required for designated personnel, but encouraged for all staff)
- Harassment in the Workplace
- Violence and Bullying in the Workplace
- Defensive Driving

Annual (once a year)

- Review of Emergency Action Plans & Evacuation Procedures
- Fire Safety & Fire Drills
- Department Specific Standard Operating Procedures (SOPs) & Related Trainings

Monthly/Seasonally

- Stand Up Safety Trainings as provided by the Safety & Risk Department

New Supervisors/Managers/Directors

Newly designated Supervisors, Managers, and Directors will be assigned additional trainings by the Human Resources Department in relation to their specific department and job title.

City Council

Newly elected or appointed officials of the Fort Lupton City Council shall complete the outlined requirements for new employees, including the New Hire Safety Training and Checklist for City Hall Admin.

Other trainings for City Council officials include the following:

Bi-Annual (once every 2 years)

- Harassment in the Workplace
- Violence and Bullying in the Workplace

Annual (once a year)

- Review of Emergency Action Plans & Evacuation Procedures
- Fire Safety & Fire Drills

Emergency and Essential Personnel

Designated emergency and essential services personnel are to complete required trainings as outlined by their departments regarding what to do if an emergency event or disaster were to impact the City. These requirements are to be found in the designated departmental SOPs and the City's LEOP.

Seasonal Employees

Seasonal Employees- new or returning employee- shall complete a safety orientation prior to starting their work duties. All other related standards, trainings, and requirements for safety & wellness to be completed as outlined by each department.

Volunteers

All Volunteers are required to complete a safety orientation prior to beginning their position(s) with the designated department that they are to volunteer under. For returning volunteers/ year-round volunteers must complete an annual safety orientation. For volunteers that are inactive for a period of 4 consecutive months or longer would need to complete another safety orientation.

304 Hazard Communication Plan - HAZCOM

The City of Fort Lupton Hazard Communication Plan provides information for safe use, handling and storage of hazardous chemicals. The plan includes standards on identification of chemical hazards and the preparation and proper use of container labels placards and other types of warning devices.

Purpose

The written Hazard Communication Plan includes the following categories in order to satisfy the minimum requirements of the hazard communication standards:

- List of all hazardous material used in the workplace.
- Procedures used to collect and maintain Safety Data Sheets (SDS).
- Procedures used to ensure all containers are properly labeled.
- Contents and methods of training and providing hazardous material information to employees.
- Procedures for safely conducting non-routine work practices.
- Procedures for ensuring that contractors and other non-employees are informed of the hazardous materials.

Responsibilities

The responsibility of this plan may be divided between Department Supervisors, Safety & Risk Coordinator and the Safety Committee. Responsibilities are as follows:

- Reviewing the potential hazards and safe use of chemicals.
- Maintaining a list of all hazardous materials and a master file of SDS.
- Ensuring all containers are properly labeled.
- Providing new-hire and annual training for employees.
- Maintaining training records.
- Proper selection of PPE including: proper use and replacement.
- Identifying hazardous chemicals used in non-routine tasks and assessing risks.
- Informing outside contractors about potential hazards while performing work on City property.

When ordering supplies employees are responsible for:

- Contacting vendors to obtain SDS for chemical products.
- Reviewing incoming chemical materials to verify correct labeling.
- Holding chemical materials in the receiving area until receipt of the SDS.

The SDS's are held by the Safety & Risk Coordinator for reference in the City's Master SDS and Chemical Inventory List.

Employees are responsible for the following aspects of the hazard communication program:

- Identifying hazards before starting a job.
- Reading product labels and SDS.
- Notifying a supervisor of torn, damaged, or illegible labels, or unlabeled containers.
- Using controls and/or PPE to minimize exposure.
- Following instructions and warnings pertaining to chemical handling and usage.
- Proper care of personal protective equipment including: proper use, routine care and cleaning, storage, and replacement.
- Knowledge and understanding of the consequences associated with failure to follow City policy concerning the safe use of chemical products.
- Participating in training.

Chemical Inventory List

This list contains the minimum information to include the chemical name, product name, the location or work area where the chemical is used. This list is updated annually and whenever a new chemical is introduced to the workplace. The City of Fort Lupton Master SDS List is located on the Employee Safety Committee Share Drive or in the Safety & Risk Coordinator Office.

Safety Data Sheets (SDS)

- A Safety Data Sheet (SDS) must be available before a chemical is used.
- SDS are obtained from chemical suppliers. The name on the SDS should be the same as that listed on the chemical inventory list.
- The Safety & Risk Coordinator maintains the master file of all original SDS.
- All new and revised SDS are obtained by each department and forwarded to the Safety & Risk Coordinator. All SDS books will be updated with new and revised information.
- If an SDS is not received from a supplier, contact the supplier and request a copy be sent immediately.

Labeling and Other Forms of Warning

Original chemical product containers or packaging containing hazardous chemicals are labeled with the following information:

- Trade name or chemical name of the hazardous substance.
- Appropriate hazard warnings in the form of words, pictures or symbols that convey the hazard of the substance in the container.
- Target organs affected by the chemical.
- Name and address of the chemical product manufacturer.

When a chemical is transferred from the original container to another, it should be appropriately labeled.

Recordkeeping

The following records pertaining to the Hazard Communication Program are maintained by the Safety & Risk Coordinator:

- Chemical inventory lists.
- Hazardous material reviews.
- Copies of letters requesting SDS.
- Training records.
- Warnings issued to employees for not following the Hazard Communication Program.
- Storage areas.
- Amount of chemicals.
- Restrictions of chemical use.

Emergency Response

Any incident, overexposure or spill of a hazardous chemical/substance must be reported to the employee's immediate supervisor or the Safety & Risk Coordinator. In the event that assistance in cleanup is needed, Emergency Services may also be notified for consultation. Specific procedures for responding to hazardous substance exposure and spills are outlined in department specific Emergency Action Plans.

Chemical Safety and Hazardous Substance Safety

To avoid injury and property damage, employees who handle chemicals or hazardous substances must understand the hazardous properties of chemicals.

These general chemical and hazardous substance guidelines apply to all employees.

- Keep chemical or hazardous material containers closed when not in use.
- Never store chemicals at eye-level or higher.
- Never use an unlabeled substance, even if you think you know what it is.
- Store flammable and combustible liquids in fireproof cabinets.
- Store compressed gases, chained, in an upright position away from heat sources.
- Do not pour hazardous substances down drains; dispose of them properly.
- Wash hands thoroughly after working with chemicals and before eating or drinking.

SDS Accessibility

Before you use or work around any chemicals, paints, adhesives, varnishes, etc., consult the container's label or Safety Data Sheet (SDS) for hazard information and required PPE. The sheets alert employees to health hazards of exposures and risks. The sheets also tell what procedure and equipment to use to prevent accidents and unhealthy levels of exposure.

305 Blood-Borne Pathogens Plan

These guidelines provide policy and safe practices to prevent the spread of disease resulting from handling blood or other potentially infectious materials during the course of an employee's assigned duties. With the increased risk of disease transmission from blood-borne pathogens, the City established this written plan to identify workers who have an occupational exposure risk to potentially infectious materials, and provide a means of protection from these potentially infectious materials.

Overview

Many biological contaminant exposures result from small sprays, splashes, or mists. Most of these hazards don't cause immediate, adverse health effects. Because of this, many workers do not fully appreciate the hazards faced during the completion of work tasks. It only takes one accidental exposure to result in serious long-term health effects.

Compliance Strategies

All possibly infected material is considered infectious regardless of the perceived status of the source. The City of Fort Lupton personnel are not to handle contaminated objects or persons unless absolutely necessary in the performance of assigned duties. For example, personnel shall not place hands in a trashcan or allow trash bags to come in contact with the body where contamination may exist.

Supervisors will ensure that if an employee's skin or mucous membranes become contaminated with blood or Other Potential Infectious Material (OPIM), then those areas are washed or flushed with water immediately after exposure.

Employee Exposure Risk Analysis

The purpose of an employee exposure risk analysis is to make employees aware of possible exposure to blood-borne pathogens during the course of certain tasks. Employees must be informed that specific job duties may cause an increased risk to exposure.

Employee Responsibility

All employees are expected to understand basic blood-borne pathogens and other infectious material procedures. Everyone is expected to know how to minimize potential exposure to infectious materials or contaminated items. This includes, but is not limited to:

- Avoiding unsafe handling practices.
- Using personal protective equipment.
- Reporting unsafe infectious risk conditions.
- Appropriately labeling containers holding potentially infectious materials.
- Recognizing biological hazards in the work area.
- Learning and implementing the appropriate precautions and protective equipment to limit exposure for specific duties.

- Practicing good hygiene.
- Taking responsibility for themselves and co-workers.

Department Manager and Supervisor Responsibility

Managers and Supervisors are responsible for the safety of staff. Responsibilities include but are not limited to:

- Ensuring workers know and follow the procedures defined by the exposure control plan.
- Ensuring protective equipment is available and in good working order.
- Training in proper use of personal protective equipment.
- Providing clean workplace, housekeeping and equipment maintenance inspections.
- Determining the appropriate level of personal protective equipment.

Safety & Risk Coordinator Responsibility

The Safety & Risk Coordinator is responsible for developing, training and implementing the blood-borne pathogens procedures. This includes maintaining the documentation, records, and logs of the plan including, but not limited to, personal protective equipment, training, and engineering controls. Additionally, the Safety & Risk Coordinator will:

- Monitor procedures involving potential occupational exposure to potentially infectious materials.
- Guide the development of precautionary procedures.
- Know the OSHA blood-borne pathogen standard concerning infectious material.
- Periodically review, revise and improve exposure control policies.

Work Practice Controls

Work practice controls are used to eliminate or minimize exposure to employees at the City. Where occupational exposure remains after establishment of these controls, employees are required to wear personal protective equipment. At the City of Fort Lupton, the following engineering controls are used:

- Performing procedures to minimize splashing, spraying, splattering, and producing drops of blood or OPIM.
- Removing and properly disposing of soiled Personal Protective Equipment (PPE) as soon as possible.
- Cleaning and disinfecting all equipment and surfaces potentially contaminated with blood or OPIM.
- Thorough hand washing with soap and water immediately after any potential exposure. Antiseptic wipes, or hand cleanser will be provided where hand-washing facilities are not available.

Handling Contaminated Needles and Other Sharp Objects

Employees may not bend, recap, remove, shear, or purposely break contaminated needles and other sharps. During the trash removal process, employees shall

never reach inside the trash receptacle or carry trash containers in a manner that allows the bag to come in contact with your body. The correct procedures for handling contaminated sharps are as follows:

- Contaminated sharps are discarded as soon as possible in approved containers. Containers shall always be kept in an upright position throughout use and never overfilled.

Gloves

The routine use of gloves can increase the effectiveness of infection control procedures and lower the risks and hazards associated with exposures to infectious agents. Gloves are to be worn when employees anticipate handling or touching contaminated items or surfaces. Disposable gloves are not to be washed or decontaminated for re-use. New gloves must be used if gloves become damaged or compromised in any way.

Face Protection

Face masks, in combination with eye protection (i.e. safety glasses) must be worn when splashes spray, splatter, or droplets of blood or infectious material may be generated and contamination of eye, nose, or mouth can be reasonably anticipated.

Exposure Response

If an employee comes in contact with or has had a potential exposure to a blood-borne pathogen or OPIM, stop work as soon as it is safe to do so.

Remove and properly dispose of potentially contaminated gloves or other affected PPE. Wash hands and any other contaminated skin as soon as possible. Following these immediate remedial steps, the employee must notify an immediate supervisor of the exposure incident.

Exposure incidents are considered on the job injuries or occupational illnesses. The employee will be sent to the Designated Medical Provider for any needed immediate medical attention, as well as for follow-up medical testing and/or treatment. Such testing and/or treatment may be required over a long term, based upon the nature and severity of the exposure. Worker's Compensation policy and protocols will be followed as outlined in the Employee Handbook.

306 Job Safety Analysis Program

This Job Safety Analysis Program Written Plan prescribes the methods and practices used for the development and use of Job Safety Analysis (JSA's).

A Job Safety Analysis (JSAs) is a process of determining physical requirements, environmental conditions and safety factors relating to a specific job function or task. JSA's are best used for stationary or repetitive production tasks or product movement, in which the job, equipment and work environment change very little. However, JSA's can be easily adapted to fit any work task and its environment.

The most important person in JSA process is the Supervisor/crew leader, who is in constant contact with employees and should be familiar with the hazards in their department. Supervisors/crew leaders are in a better position to recognize and correct unsafe acts and conditions as they occur. However, employee feedback is an invaluable resource and every opportunity must be afforded to allow for their input.

JSA's provide:

1. A resource for supervisors to train new employees
2. For the safe control of job steps
3. A means for identification and control of existing and potential hazards
4. A benchmark for accident investigation
5. A Review of employee performance
6. A checklist approach to job safety

Administrative Duties/Responsibilities

Department Management:

- Ensure complete & effective JSA's are developed for all work tasks
- Ensure JSA's are reviewed with new hires and annually thereafter with all employees
- Utilize JSA's in accident/incident investigations and for employee retraining
- Ensure JSA's are modified/updated if a new step, process or new equipment is added

Department Supervisors:

- Use JSA's to train all new employees
- Use JSA's when performing job performance evaluations, if necessary
- Develop and submit JSA's for all tasks in their area of responsibility

- Review JSA's annually with all employees assigned to their department that are affected by each JSA

Safety & Risk Coordinator:

- Assist Management and Supervisors in developing JSA's and review prior to final approval
- Ensure all JSA's are submitted to mgt for final approval, prior to implementation
- Maintain a master file of all JSA's
- Ensure new JSA's are developed for new equipment or processes in a timely manner

JSA Process:

A Job Safety Analysis (JSA) consists of:

1. Determining the *Physical Requirements* of each job or task
2. Determining the *Environmental Conditions* associated with each job or task
3. Determining the necessary *Personal Protective Equipment (PPE)* required
4. Determining the *sequence of Basic Job Steps*; consult the equipment operations manual for help, if necessary
5. Determining *existing and/or potential hazards* associated with each step
6. Developing *Safe Job Practices or corrective actions* needed for each step

Job Safety Analysis (JSA's) are completed through the following steps:

1. Development of JSA's
2. Review and approval of JSA's
3. Implementation of JSA's
4. Review and updating JSA's
5. Periodic Training using JSA's

Development of JSA's:

There are many ways to develop JSA's; however, observation and team approach has proven to be the most reliable. By watching the tasks, the observer can see first-hand what is required, recognize the hazards and recommend alternatives. Below is the sequence of steps used to develop a JSA:

1. Select the most experienced employee(s) to observe and/or the safest process used
2. Explain the purpose of your observations to all involved
3. Observe the task and define the steps used to complete the task

4. Record the steps – All steps must be included, from the very basic to the most advanced
5. Review the steps with the observed Employee(s) for clarity and feedback
6. Observe the task a second time and identify any existing and/or potential hazards and record the findings. Hazard types include, but are not limited to, the following:

☐ Impact	☐ Struck By
☐ Contact with	☐ Exposure to
☐ Caught in between	☐ Engulfment
☐ Slips, Trips or Falls	☐ Overcome by
☐ Over exertion	☐ Cumulative Trauma
7. Observe the task a third time to develop corrective measures to all hazard potentials
8. Review your findings with the Employee(s) for clarity and feedback
9. Complete a rough draft of the JSA, review with affected employees and safety coordinator
10. Ensure all employee questions and concerns are addressed and prepare a final draft
11. Submit for final approval

Implementation of JSA's:

Upon final approval of the JSA, the JSA will be returned to the department for employee training and implementation.

Updating JSA's:

All new hazards, operations, equipment and tools should be updated on the JSA's, as necessary, and communicated to all employees as soon as possible. JSA's will become outdated if not reviewed and updated periodically. This is recommended on an annual basis.

Periodic Training and Refresher:

The department supervisor should review all JSA's annually with all applicable employees. JSA's should also be reviewed with the employee during and after an accident investigation to help identify possible causes or problem areas that need to be addressed to prevent future accidents.

Appendix A: General Contacts Page

<u>Name</u>	<u>Position</u>	<u>Phone Extension</u>	<u>Email</u>
Chris Cross	City Administrator	6103	ccross@fortluptonco.gov
Amanda Rice	HR Director	6126	arice@fortluptonco.gov
Ashley Caldwell	HR Coordinator	1118	acaldwell@fortluptonco.gov
Jacqueline Chavez	Safety & Risk Coordinator	6129	jchavez@fortluptonco.gov

Program Acknowledgement

I HAVE RECEIVED A COPY OF OUR SAFETY WELLNESS PROGRAM DATED JULY 30th, 2024. I UNDERSTAND THAT THE PROGRAM PROVIDES A SUMMARY OF THE CITY'S GUIDELINES AND ITS EXPECTATIONS REGARDING SAFETY AND WELLNESS IN THE WORKPLACE.

Print Name

Signature

Date



SUBJECT FOR DISCUSSION

Approving a Resolution Accepting a Special Use Permit for an Accessory Dwelling Unit (ADU), Known as the Hargett Family Special Use Permit.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Chad and India Hargett (Owners) have applied for approval of a Special Use Permit for an ADU, known as the Hargett Family Special Use Permit for City Council's consideration. A public hearing for this application was held before the Planning Commission on July 25, 2024, and Planning Commission recommended approval with conditions to City Council.

The site that is the subject of this Special Use Permit is located at 1662 and 1692 Virginia Drive in Filing No. 2 of Appel Farms. The site is currently two legal lots, with the owners completing an administrative review process with City staff to consolidate the two lots into one legal lot for the construction of a single-family residence. The proposed Special Use Permit is for an ADU above the proposed garage, with the purpose of housing the owner's parents. Once consolidated, the property will be 0.55 acres, more or less.

Per the Fort Lupton Development Code, ADUs require a Special Use Permit in the R-1 and R-1A zone district. This property is zoned R-1, meaning the Special Use Permit process was necessary, along with a condition that either the accessory dwelling unit or principal dwelling unit shall be occupied by the owner of record. See the proposed resolution for this language. Note that if the Special Use Permit is approved, the ADU will be subject to all applicable standards for accessory dwellings in Chapter 16 Section 4.03 of the Fort Lupton Municipal Code. This includes regulations for size, design, parking, etc.

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

STAFF RECOMMENDATIONS

Staff and Planning Commission per Resolution P2024-011 recommends conditional approval of Hargett Family Special Use Permit. 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 P2024-011
- c. Planning Commission Minutes
- d. Staff Report
- e. Land Use Application
- f. Project Narrative
- g. Special Use Permit Plan (Updated 07-25-24 to address redlines)
- i. Legal Notifications

RESOLUTION NO. 2024R0xx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE HARGETT FAMILY SPECIAL USE PERMIT ON A PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, 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 July 25, 2024, for the purpose of reviewing the application from Chad and India Hargett for a Special Use Permit for an Accessory Dwelling Unit in the R-1 Single-Family Residential Zone District, known as the Hargett Family Special Use Permit; and

WHEREAS, after review of the application and supporting information, and consideration of Staff comments, Applicant's presentation, and any public input, the Planning Commission recommended approval, with conditions, of the Special Use Permit; and

WHEREAS, the City Council held a public hearing to consider and review the request for a Special Use Permit; and

WHEREAS, after review of the application and supporting information, the City Council finds that the Special Use Permit conforms to Colorado Revised Statutes and City codes and policies therein; and

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

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 Hargett Family Special Use Permit with the following conditions:

1. Prior to recording the Special Use Permit plan:
 - a. The Applicant shall finalize and record the Lot Consolidation plat to establish the single legal lot for this SUP.
 - b. The Applicant shall address all redlines from Planning on the Special Use Permit plan, including, but not limited to:
 - i. Label the square footage of the primary dwelling and Accessory Dwelling Unit (ADU).
2. Either the accessory dwelling unit or principal dwelling unit shall be occupied by the owner of record per Section 4.03.B.8 of the Fort Lupton Development Code as a property in the R-1 zone district, as long as this standard remains in effect.
3. At time of Building Permit, the Accessory Dwelling Unit (ADU) shall be subject to all applicable development standards for accessory dwellings.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 6th DAY
OF AUGUST, 2024.**

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON APPROVING THE HARGETT FAMILY SPECIAL USE PERMIT LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

WHEREAS, the Planning Commission held a public hearing on July 25, 2024, for the purpose of reviewing the Hargett Family Special Use Permit application for a Special Use Permit for an Accessory Dwelling Unit in the R-1 Single-Family Residential Zone District; and

WHEREAS, after review of the application and supporting information, the Planning Commission finds that the site 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 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 site at least fifteen (15) days before the hearing date;

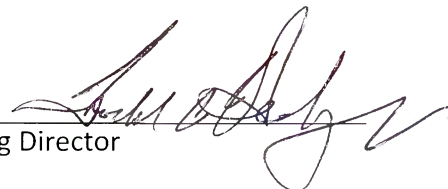
NOW THEREFORE BE IT RESOLVED, the Planning Commission has taken into consideration all referral comments and any citizen testimony in response to this application. Based upon the facts presented on this date, the Planning Commission hereby approves the Hargett Family Special Use Permit, conditional upon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

1. Prior to recording the Special Use Permit plan:
 - a. The Applicant shall finalize and record the Lot Consolidation plat to establish the single legal lot for this SUP.
 - b. The Applicant shall address all redlines from Planning on the Special Use Permit plan, including, but not limited to:
 - i. Label the square footage of the primary dwelling and Accessory Dwelling Unit (ADU).
2. Either the accessory dwelling unit or principal dwelling unit shall be occupied by the owner of record per Section 4.03.B.8 of the Fort Lupton Development Code as a property in the R-1 zone district, as long as this standard remains in effect.
3. At time of Building Permit, the Accessory Dwelling Unit (ADU) shall be subject to all applicable development standards for accessory dwellings.

DONE THIS 25th DAY OF JULY, 2024, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.


Chairman

ATTEST:


Planning Director

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
July 11, 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, July 25, 2024.

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

ROLL CALL

Commissioners Present: Chair Mike Simone, Commissioners Kathy Kvasnicka, Shannon Rhoda, and Jimmy Dominguez.

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

APPROVAL OF AGENDA

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

CONSENT AGENDA

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

PUBLIC COMMENT

There were no public comments.

ACTION ITEM

P2024-011 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON APPROVING THE HARGETT FAMILY SPECIAL USE PERMIT LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

Planner Sean McDermott presented the application submitted by Chad and India Hargett for a Special Use Permit for an Accessory Dwelling. The site is located south and adjacent to Virginia Drive and is currently two legal parcels addressed 1662 and 1692 Virginia Drive. The applicant is requesting to build a single-family residence on the combined lots with an accessory dwelling unit (ADU) above the attached garage for the Applicant's elderly parents. Because the properties are located in the R-1 Single Family Residential Zone District, a Special Use Permit is required for the proposed ADU. A concurrent application is being reviewed administratively for a lot consolidation plat to consolidate the two lots into one. The proposed use of the residence conforms with Fort Lupton's Comprehensive Plan which designates this area as Single-Family Detached residential. Mr. McDermott explained the requirements include that the owner of the property has to reside in either the primary or secondary unit. All notification requirements have been met.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
July 11, 2024

The applicants, Chad and India Hargett, were in attendance to hold a presentation and explain the intent of their proposed project. Mr. Hargett gave an overview of the proposed structure, starting with the main residence floorplan followed by the ADU floorplan. Different elevations of the structure were shown, as well as the plot plan.

Chair Simone opened up for public comments at 6:12pm.

Bruce Davis asked whether the property will have two tabs and if the Special Use Permit requires annual review.

Chair Simone closes public comment at 6:14pm.

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

Commissioners discussed:

- Transferability of the Special Use Permit
- Any potential impact of the newly enacted ADU law in Colorado
- Number of residential addresses for this property
- Determination of the number of tabs
- Whether the proposed building meets design standards of the respective HOA

After discussion and amendment Commissioner Dominguez moved to approve P2024-011 (A Resolution of the Planning Commission of Fort Lupton Approving the Hargett Family Special Use Permit located in a Portion of the Southeast Quarter of Section 5, Township 1 North, Range 66 West of the Sixth Principal Meridian, City of Fort Lupton, County of Weld, State of Colorado) Commissioner Kvasnicka seconded.

Motion passed unanimously on a roll call vote.

DISCUSSION ITEM

There were no discussion items.

FUTURE BUSINESS

The next Planning Commission meeting is scheduled for August 8, 2024.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
July 11, 2024**

ADJOURNMENT

Chair Simone moved to adjourn the meeting at 6:23 PM.

Submitted by

Beyza Kirmizi
Planning Administrative Assistant

Approved by Planning Commission

Mike Simone
Chair

DRAFT

**HARGETT FAMILY SPECIAL USE PERMIT STAFF REPORT
PROJECT NO. SUP24-002**

PROJECT DESCRIPTION

Project No.: SUP24-002

Project name: Hargett Family Special Use Permit

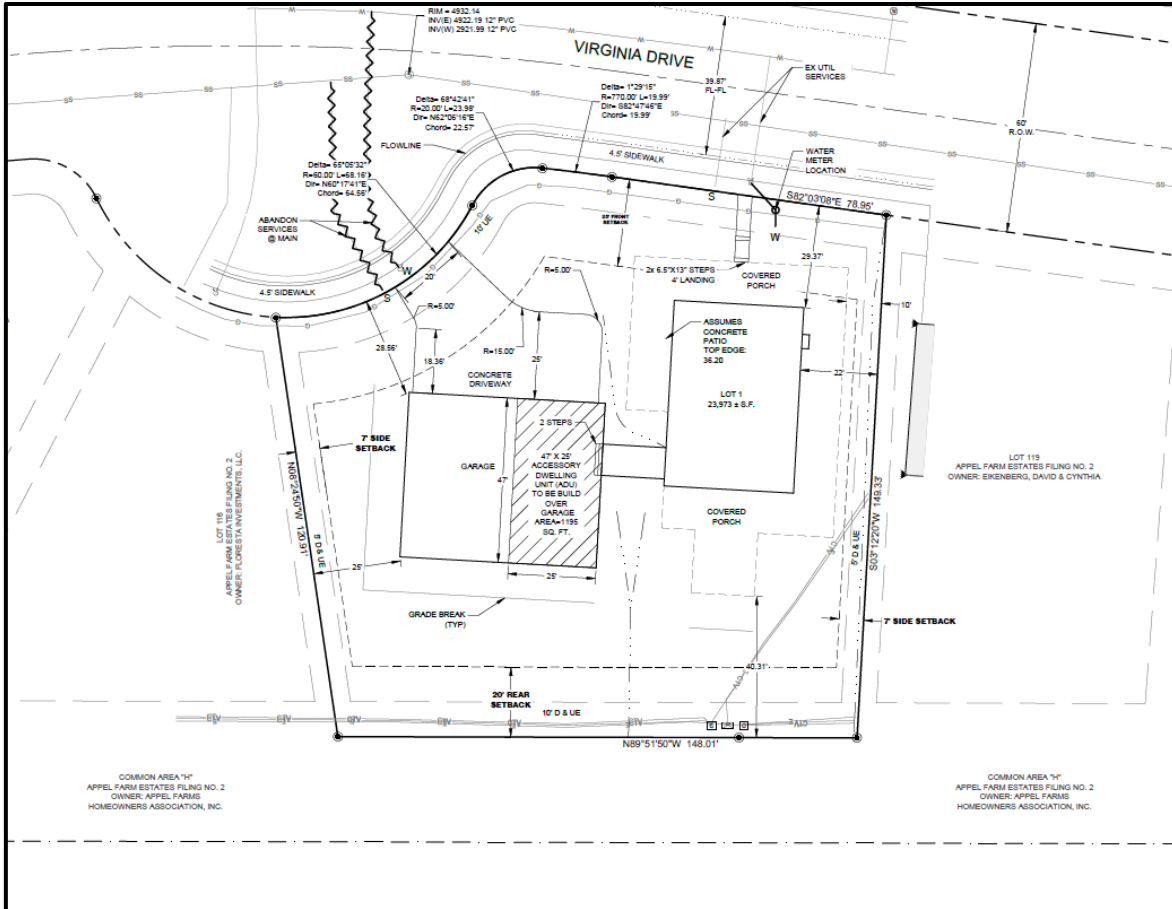
Owner's Name: Chad & India Hargett ("Applicant")

Representative: N/A

Location of Request:

The site is located south and adjacent to Virginia Drive and about 182 feet east and adjacent of S Purman Ave in the Appel Farms subdivision. It is currently two legal lots addressed 1662 and 1692 Virginia Drive. The Property is located in the Southeast Quarter of Section 5, Township 1 North, Range 66 West of the 6th P.M., City of Fort Lupton, County of Weld, State of Colorado.





Nature of Request:

The Property described above is currently two legal parcels, Lots 117 and 118 of Appel Farms Estates Filing No. 2. The Applicant is requesting to build a single-family residence on the combined lots with an accessory dwelling unit (ADU) above the attached garage for the Applicant's elderly parents. The properties are currently located in the R-1 Single-Family Residential Zone District, meaning an ADU requires a Special Use Permit.

A concurrent application is being reviewed administratively for a lot consolidation plat to consolidate the two lots into one.

Site Size: Currently, Lot 117 is 0.273 acres, more or less, and Lot 118 is 0.277 acres, more or less. Once consolidated, the Property is 0.55 acres, more or less.

Current Zone District: 'R-1' Single-Family Residential

Proposed Zone District: 'R-1' Single-Family Residential

Proposed Use: Single Family dwelling with Accessory Dwelling Unit (ADU) over the garage for the Applicant's elderly parents.

Existing Use: Vacant residential lots.

Hearing Dates: Planning Commission – July 25, 2024 at 6:00 PM; and
City Council – August 6, 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

On August 13, 2003, Appel Farm Estates Filing No. 2 was approved by City Council, creating the subject lots of this application.

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

APPLICATION PROCESS

The Applicant is requesting approval of a Special Use Permit for an Accessory Dwelling Unit (ADU). Pursuant to Table 4-2: Allowed Uses of Article 4 of the Fort Lupton Development Code, ADUs require a Special Use Permit in the R-1 zone district.

A Special Use Permit is processed under [Chapter 16 Section 2.08](#) of the Fort Lupton Municipal Code (“Code”). After required public notice of the Special Use Permit, 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 Special Use Permit. 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 Special Use Permit, 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.

Note that if approved, the ADU will be subject to all applicable standards for accessory dwellings in [Chapter 16 Section 4.03](#) of the Fort Lupton Municipal Code. This includes regulations for size, design, parking, etc.

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 July 4, 2024.

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

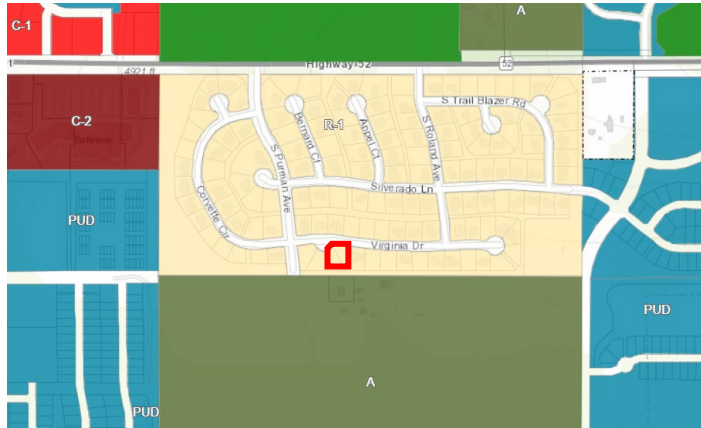
Notice was mailed to neighbors within three-hundred (300) feet of the Property on July 10, 2024.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

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

The Applicant wishes to obtain a Special Use Permit for an ADU. Section 2.08 outlines applicable review criteria for a Special Use Permit that are as follows:

1. All criteria for site plan review in Section 2.06.B. are met.



This Special Use Permit is focused on the land use side of the ADU. Staff has determined that the SUP site plan meets all applicable site plan criteria for review. Note that if approved, the ADU will be subject to all applicable standards for accessory dwellings in Chapter 16 Section 4.03 of the Fort Lupton Municipal Code. This includes regulations for size, design, parking, etc.

2. The application furthers the intent of the proposed zoning district and is otherwise determined to be consistent with the Comprehensive Plan.

This application is in line with the R-1 Zone District and Single-Family Detached future land use designation. The applicant plans to build a single-family dwelling with an ADU that meets all standards for ADUs in the R-1 Zone District.

3. Any associated site development or construction complies with requirements of this code, including any conditions or additional requirements identified for the particular use.

The structure will have to meet all applicable code requirements at time of building permit. As mentioned above, the ADU is subject to specific standards in Section 4.03 that regulate the size, design, etc. These will need to be met for release of building permit. Additionally, a condition is added to the proposed resolution that the owner of record shall occupy either the ADU or primary dwelling as stated in 4.03.B.8, as long as this regulation is in place.

4. Compatibility with the area in terms of operating characteristics such as hours of operation, visible and audible impacts, traffic patterns, intensity of use as proposed or foreseeable, and other potential impacts on adjacent property.

The proposed residential use of the property is in line with adjacent properties. ADU regulations require parking, access, etc. be subordinate to the primary dwelling. Potential impacts are the same, if not less, than two standard single-family detached homes.

5. Whether any additional site-specific conditions are necessary to meet the purposes and intent of this code and the intent or design objectives of any applicable subsections of this code, or to mitigate any other potential impacts that are specific to the proposed use.

The conditions on the proposed resolution cover applicable ADU criteria that will be reviewed and approved prior to release of building permit.

- Whether a limited time period for the permit is reasonably necessary to either limit the duration of the use, assess the use against changing conditions in the area, or ensure periodic reporting and ongoing enforcement of the permit.

A time period limit is not necessary for this use. The condition regarding the owner of record will apply regardless of sale of the property, as long as this regulation remains in effect.

- The long-range plans applicable to the site and surrounding area are not negatively impacted considering the permanence of the proposed use, the permanence of existing uses in the area, and any changes in character occurring in the area.

Long range plans for this area are not negatively impacted by the permanence of this use and do not change the character of the area. The area is designated as Single-Family detached residential.

- The recommendations of professional staff or other technical reviews associated with the application.

All referral comments are included online for this project. No referrals had objection to the proposed use of the property. Planning Staff recommends approval with the conditions listed on the proposed resolution.

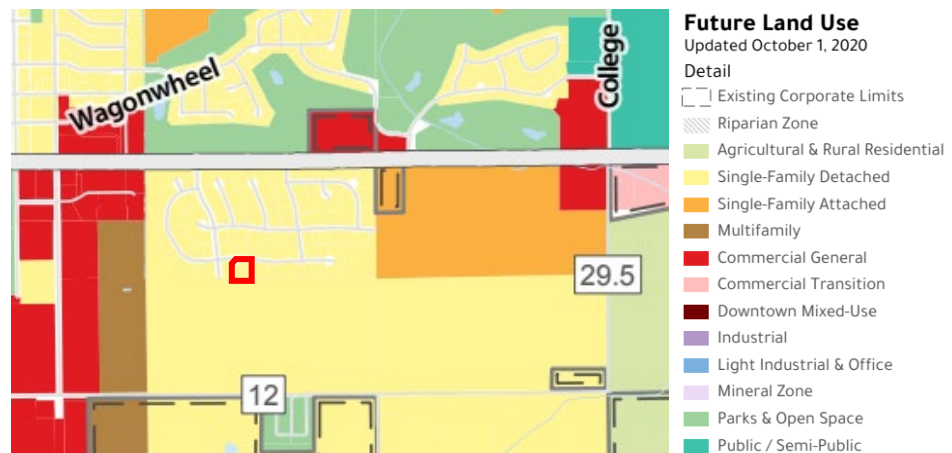
The Special Use Permit request meets the criteria listed above. The Applicant has also submitted the required documents pursuant to the Code.

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.

The proposed use, a single-family detached residence with an ADU, fits the land use designation.

Additionally, the consolidation of two previously platted lots ensures the property's use doesn't extend beyond the future land use designation.



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	Fort Lupton Fire Protection District	Development Review Engineer
GIS Specialist	Weld County GIS	Hyper Fiber
Economic Development Manager	Xcel Energy	Postmaster
Western Midstream	United Power	Comcast
CenturyLink		

STAFF RECOMMENDATION

Staff and Planning Commission recommend approval with conditions. The Special Use Permit application meets the applicable criteria. The ADU will conform to applicable ADU standards in Section 4 of Chapter 16 of the Development Code; Special Use Permit approval is the necessary first step prior to applying for building permit and review of the ADU. The concurrent lot consolidation (staff review) will combine two existing lots into one, which will eliminate any potential impacts from the addition of an accessory dwelling.

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

<https://www.fortluptonco.gov/DocumentCenter/Index/891>



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: Chad & India Hargett
 Company: _____
 Phone: 419-410-4583 Email: hargett.fam@comcast.net
 Address: P.O. Box 314, Fort Lupton, CO 80621
 Preferred method of contact? Email: ☒ Phone: ☒ Mail: ☐
- 2) Representative Name: _____
 Company: _____
 Phone: _____ Email: _____
 Address: _____
 Preferred method of contact? Email: ☐ Phone: ☐ Mail: ☐
- 3) Billing Contact (where invoices should be directed to): Chad & India Hargett
 Company: _____
 Phone: 419-410-4583 Email: hargett.fam@comcast.net
 Address: P.O. Box 314, Fort Lupton, CO 80621

B. SITE DESCRIPTION

- Site Address: 1662/1692 Virginia Drive, Fort Lupton, CO 80621
 Parcel Number: 147105402117 and 147105402118
 Existing Zone Classification: R-1 Proposed Zone Classification: R-1
 Water Type: City Water System Sewage Type: City Sanitary Sewer

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

D. PROJECT DESCRIPTION

Project Name: Hargett Family Lot Consolidation

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

This dual purpose project is to consolidate lots 117/118 (parcel 147105402117 and 147105402118) of the Appel Farms subdivision into one parcel, incorporating both into the address of 1662 Virginia Drive, Fort Lupton, CO 80621. Secondary purpose is to grant a general use permit for the construction of an Accessory Dwelling unit spanning 1,153 sq. ft.; constructed above the garage for the purpose of housing the homeowners' handicap elderly mother and elderly father.

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: /s/ Chad Hargett, /s/ India Hargett Date: 01/24/2024

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.

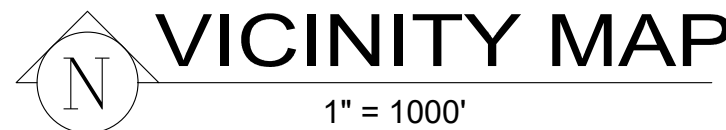
Owner Certification. Provide the signature of all owners of properties included in the application in this section.

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

2024 Project Narrative

The proposed construction project for 1662 Virginia Drive will be the consolidation of lots 117/118 of the Appel Farms subdivision, incorporating both into the address of 1662 Virginia Drive, Fort Luton, CO 80621. A Custom Home consisting of one energy efficient two-story residence, connected garage, and Accessory Dwelling (in upper portion of the garage) will be constructed at above named location. The overall livable square footage of the Accessory Dwelling is 1,153 square foot. The Accessory Dwelling includes two bedrooms, two bathrooms, kitchen, living room, and elevator. The Accessory Dwelling will become the main residence of Steve and Pam Hargett (handicap) who are the elderly parents of the property owner.

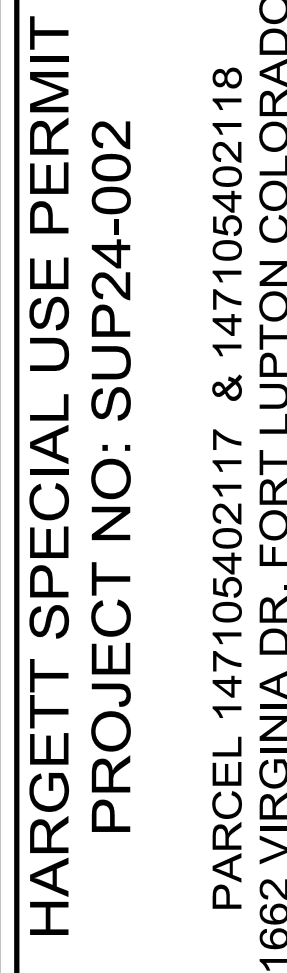
APPEL FARM ESTATES FILING NO. 2 FIRST REPLAT LOT 1
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO: SUP24-002



Tim Foglesong, PLS
820 8th Street
Greeley, Colorado 8063
Phone: (970) 221-4158

MY COMMISSION EXPIRES _____

DIRECTOR OF PUBLIC WORKS

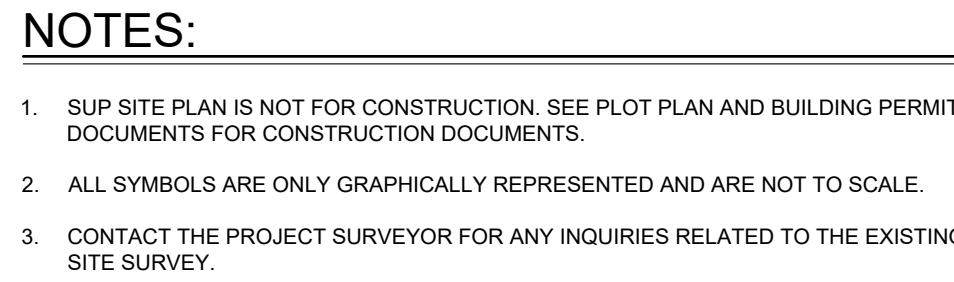


PROJECT: 1859-001	DATE: 07/22/24
DESIGNED BY: R. BANNING	SCALE: N/A
DRAWN BY: J. PEREZ	P. MANAGER: R. BANNING



These drawings are instruments of service provided by EPS Group, Inc. and are not to be used for any type of construction unless signed and sealed by a Professional Engineer in the employ of EPS Group, Inc.

No.	Revisions:	Date:
REVIEW SET NOT FOR CONSTRUCTION		
07/22/24		



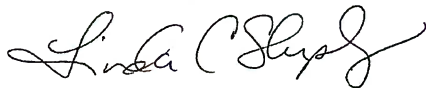
Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

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 7/4/2024, 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 7/4/2024. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20134029363-335175

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 Special Use Permit referred to as the Hargett Family Special Use Permit, located at 1662 Virginia Drive and 1692 Virginia Drive 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, July 25, 2024, at 6:00 P.M., and before the City Council on Tuesday, August 6, 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 117 AND 118 APPEL FARMS ESTATES, FILING 2, COUNTY OF WELD, STATE OF COLORADO.

Legal Notice No. FLP1062
First Publication: July 4, 2024
Last Publication: July 4, 2024
Publisher: Fort Lupton Press



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on **the 10 day of July, 2024**, a true and correct copy of the foregoing Notice of Public Hearings for the **Hargett Family Special Use Permit** was sent via United States Mail, postage pre-paid, to the following addresses:

Holton Thomas E PO BOX 7 Fort Lupton, CO 8062100007	V Bar S Eighty Acres LLC 12032 Highway 52 Fort Lupton, CO 806218360	Gallegos Nicholas Gary 1634 Silverado Ln Fort Lupton, CO 806217614
Garboczi Edward J 1654 Silverado Ln Fort Lupton, CO 806217614	Herrick Teresa 1684 Silverado Ln Fort Lupton, CO 806217614	Zubia Reynaldo Rodriguez 1704 Silverado Ln Fort Lupton, CO 806217614
Archuleta Phil R 1724 Silverado Ln Fort Lupton, CO 806217614	Griffin Walter G SR 1764 Silverado Ln Fort Lupton, CO 806217614	Ford Marie A 1763 Virginia Dr Fort Lupton, CO 806217623
Trevizo Adriana M 1743 Virginia Dr Fort Lupton, CO 806217623	Dominguez Jimmy 1723 Virgina Dr Fort Lupton, CO 806217623	Miller Bryan L 1703 Virginia Dr Fort Lupton, CO 806217623
Crocker Bruce R 1691 Virginia Dr Fort Lupton, CO 806217623	Eichman Harold F PO BOX 664 Fort Lupton, Co 806210664	Lofgren Teresa M 1631 Virginia Dr Fort Lupton, CO 806217622
Holton Thomas H PO BOX 21 Fort Lupton, CO 806210021	Floresta Investments LLC 12032 Highway 52 Fort Lupton, CO 806218360	Eikenberg David 1706 Virginia Dr Fort Lupton, CO 806217618
Nguyen-Wilsey Jessica A 1726 Virginia Dr Fort Lupton, CO 806217618	Guerrero Gabino 1756 Virginia Dr Fort Lupton, CO 806217618	Thomas Dale V 1776 Virginia Dr Fort Lupton, CO 806217618
Apple Farms Homeowners Assoc INC PO BOX 30 Fort Lupton, CO 805300030	Rojas Eric 18081 E 89 th Pl Commerce City, CO 80227233	Boucher Raymond J 392 Corvette Cir Fort Lupton, CO 806217629


City Official



Planning & Building

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

Phone: 720.928.4003
Fax: 303.857.0351

CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a **Special Use Permit for an Accessory Dwelling** referred to as the **Hargett Family Special Use Permit** located at **1662 Virginia Drive** and **1692 Virginia Drive** 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, July 25, at 6:00 P.M., and before the City Council on Tuesday, August 6, at 6:00 P.M. or as soon as possible thereafter.

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

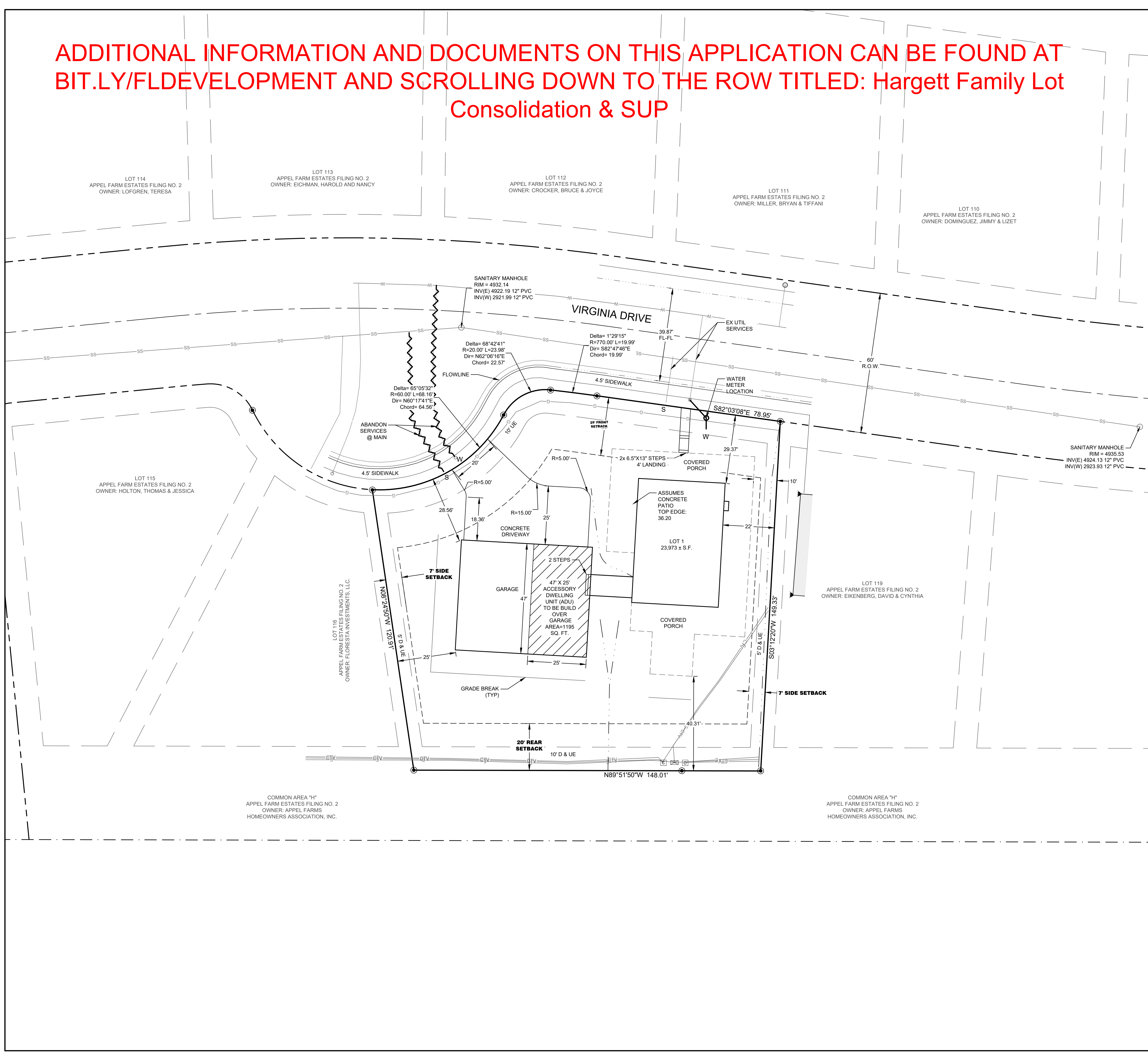
Further information is available through the City Planning and Building Department at (720) 928 4003.

ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT BIT.LY/FLDEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: **Hargett Family Lot Consolidation & SUP**

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

LOTS 117 AND 118 APPEL FARMS ESTATES, FILING 2, COUNTY OF WELD, STATE OF COLORADO.

[illegible]

LEGEND:

EXISTING RIGHT-OF-WAY	
EXISTING GAS	
EXISTING SANITARY SEWER	
EXISTING WATER	
EXISTING ELECTRIC	
EXISTING FIBER OPTIC	
EXISTING CABLE	
EXISTING OVERHEAD UTILITY	
EXISTING WATER METER	
EXISTING GAS METER	
EXISTING TELEPHONE PEDESTAL	
EXISTING ELECTRIC VAULT	
PROPOSED BUILDING	
PROPOSED ACCESSORY DWELLING UNIT (ADU)	

NOTES:

1. SUP SITE PLAN IS NOT FOR CONSTRUCTION. SEE PLOT PLAN AND BUILDING PERMIT DOCUMENTS FOR CONSTRUCTION DOCUMENTS.
2. ALL SYMBOLS ARE ONLY GRAPHICALLY REPRESENTED AND ARE NOT TO SCALE.
3. CONTACT THE PROJECT SURVEYOR FOR ANY INQUIRIES RELATED TO THE EXISTING SITE SURVEY.
4. ALL FENCING, STRUCTURES AND GENERAL USE OF THE PROPERTY NOT MENTIONED HERE SHALL BE PER FOR LUPTON RESIDENTIAL CODE FOR THIS ZONING DISTRICT. ZONING AGRICULTURAL, WITH SPECIAL USE PERMIT.
5. THE PROPERTY SHALL BE MAINTAINED TO THE CURB, OR ROADWAY IF NO CURB EXISTS.
6. DEAD AND DYING LANDSCAPE MATERIAL SHALL BE REPLACED AT THE EARLIEST REASONABLE DATE.
7. LIGHTING ON THE SITE SHALL BE MAINTAINED SO THAT LIGHT IS DIRECTED DOWNWARD AND SHALL NOT SPILL ONTO ADJACENT PROPERTIES.
8. ANY FUTURE STRUCTURES OR SIGNAGE MUST BE SUBMITTED TO THE CITY FOR SEPARATE REVIEW AND ANY REQUIRED PERMITS.
9. THE SITE SHALL MAINTAIN COMPLIANCE WITH STATE RESIDENTIAL NOISE STANDARDS.

Revisions: _____ No. _____ Date: _____

REVIEW SET

NOT FOR CONSTRUCTION

05/28/24

These drawings are instruments of service provided by EPS Group, Inc. and are not to be used for any type of construction unless signed and sealed by a Professional Engineer in the employ of EPS Group, Inc.

EPS GROUP

NE
NORTHERN
ENGINEERING

970.221.4198
FORT COLLINS
| GREELEY | MESA | GOODYEAR | TUCSON | NORTH PHOENIX | FORT WORTH
northernengineering.com

PROJECT: 24-0170	DATE: 6/19/24
DESIGNED BY: R. BANNING	SCALE: 1" = 10'
DRAWN BY: J. PEREZ	P. MANAGER: P. Manager

HARGETT SPECIAL USE PERMIT

PROJECT NO: PLAN NO:

PARCEL 147105402117 & 147105402118

1662 VIRGINIA DR. FORT LUPTON COLORADO

Sheet
CS2
2 of 2



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 720.928.4003
Fax: 303.857.0351

www.fortluptonco.gov

Sign Posting Affidavit
Hargett Family Special Use Permit
Project No. SUP24-002



Facing: Virginia Drive

I, India Hargett hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 9th day of July, 2024.

India Hargett

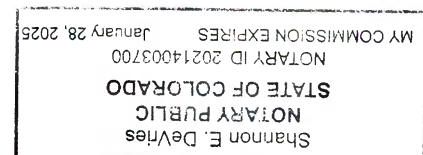
Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by India Hargett, this 17 day of July, 2024. Witness my hand and seal.

My commission expires 1/28/2025.

Shannon Davies

Notary Public





SUBJECT FOR DISCUSSION

Approving a Resolution Accepting a Final Plat and PUD Plan, Known as the Murata Farms Final Plat and PUD Plan, Filing No. 2.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Greg DiDonna of Viva Land Ventures, LP and John Cork of CW-Briggs LLC (Owners) and Karen Henry of Henry Design Group (Representative) have applied for approval of a Final Plat and PUD Plan, known as the Murata Farms Final Plat and PUD Plan, Filing No. 2 for City Council's consideration. Per the applicable code regulations for Final Plats and PUD Plans within the Murata Farms PUD, this Final Plat and PUD Plan is reviewed by City Council at a public meeting, with no Planning Commission meeting.

The site that is the subject of this Final Plat and PUD Plan is located south and adjacent to Highway 52 and west and adjacent to County Road 29 ½. The proposed Final Plat and PUD Plan is for a residential subdivision that will include 45 townhome residential lots with a 2.414-acre commercial tract for future development on the SW corner of Hwy 52 and CR 29½. The commercial tract has been included in this subdivision at the direction of staff for the purpose of dedicating the full public ROW for S. Grosbeak Ave with this plat. The commercial tract will meet applicable commercial development standards at the time of development. The townhome development with this Final Plat and PUD Plan includes infrastructure, landscaping and common open space including landscaping on the Hwy 52-facing side of the townhome lots, and a pocket park. The subdivision is 7.645 acres, more or less (including areas to be dedicated as public ROW).

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. Filing No. 1 platted this property as a tract for future residential development and a tract for future commercial development, with PUD development standards for the residential portion to be provided at time of future development. Standards specific to this filing are proposed with this Final 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 with the conditions listed.
- b) Approve the proposed resolution with modified conditions.
- c) Continue the hearing for additional information or further study.
- d) Deny the proposed resolution.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

STAFF RECOMMENDATIONS

Staff recommends conditional approval of Murata Farms Preliminary Plat and PUD Plan, Filing No. 2. Conditions are outlined in the proposed resolution.

Attachments:

- a. Proposed Resolution
- b. Staff Report
- c. Land Use Application
- d. Project Narrative
- e. Final Plat
- f. Final PUD Plan

RESOLUTION NO. 2024Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE MURATA FARMS FINAL PLAT AND PUD PLAN, FILING NO. 2, FOR A TOWNHOME SUBDIVISION AND COMMERCIAL TRACT ON A PROPERTY LOCATED IN THE NORTHEAST 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, Greg DiDonna of Viva Land Ventures, LP and John Cork of CW-Briggs LLC (Owners) and Karen Henry of Henry Design Group (Representative) have applied for approval of the Murata Farms Final Plat and PUD Plan, Filing 2, for a residential townhome subdivision with a commercial tract; and

WHEREAS, City Council approved with conditions the Murata Farms Preliminary Plat and PUD Plan, Filing No. 2, on October 17th, 2023 and City staff find all Preliminary Plat and PUD conditions to be met or in the process of being met; and

WHEREAS, the City Council held a public meeting to consider and review the request for a Final Plat and PUD plan for Filing No. 2; and

WHEREAS, after review of the application and supporting information, the City Council finds that the Final Plat and PUD Plan conforms to Colorado Revised Statutes and City codes and policies therein;

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 Final Plat and PUD Plan, Filing No. 2, with the following conditions:

1. Prior to recording the Final Plat and Final PUD Plan:
 - a. Applicant shall address redlines from Planning staff. These include:
 - i. Make redline changes on Final Plat.
 - ii. Make redline changes on Final PUD Plan.
 - b. Signed Preliminary Plat and PUD Plan for Filing No. 2 shall be received by Planning Staff.
 - c. Applicant shall submit written confirmation from United Power that all referral comments have been addressed.
 - d. The Subdivision Improvements Agreement for Filing 2 shall be finalized and approved by City Council.
 - i. Ensure landscaping between fences and Highway 52 trail are included in the SIA for Filing 2.
 - e. Applicant shall address updated comments from Public Works.

- f. Submit cash-in-lieu or transfer appropriate water shares for Filing 2.
- g. The Final Plat shall be recorded within three (3) years of approval.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 6th DAY OF AUGUST, 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



**MURATA FARMS FINAL PLAT AND PUD PLAN, FILING NO. 2
FPL2024-001**

PROJECT DESCRIPTION

Project No.: FPL2024-001

Project Name: Murata Farms Final Plat and PUD Plan, Filing No. 2

Owner's Name: Greg DiDonna, Viva Land Ventures, LP, and John Cork, CW-Briggs LLC

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

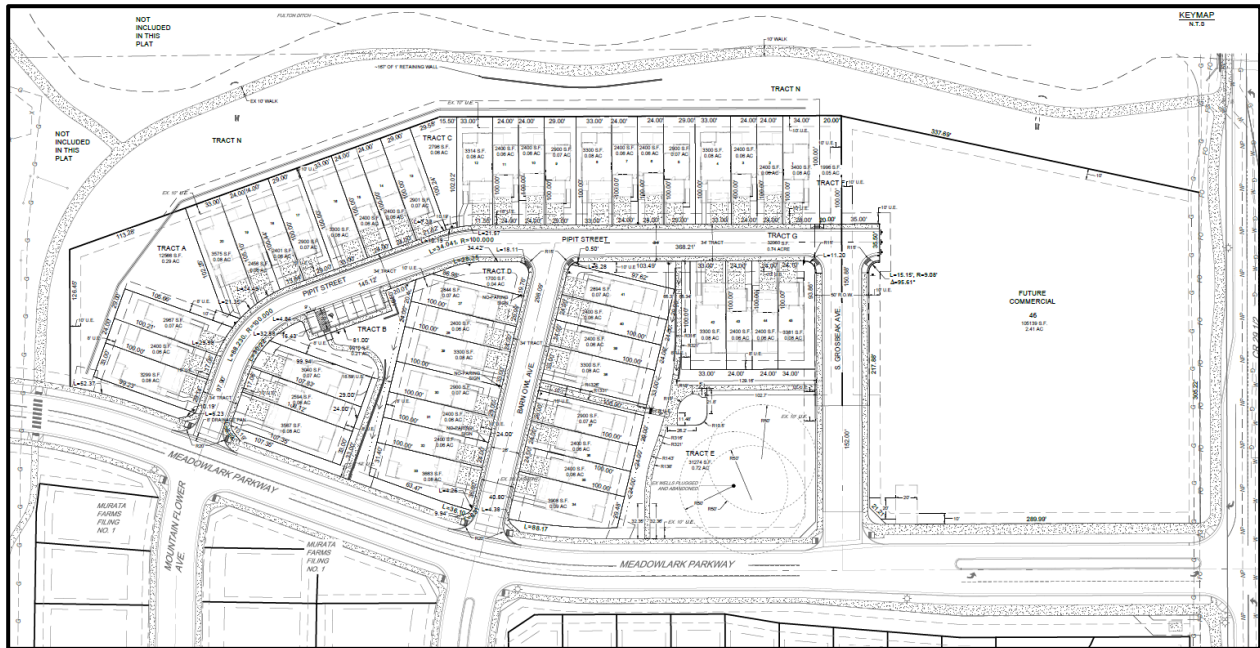
Location of Request:

The site consists of land located south and adjacent to Highway 52 and west and adjacent to County Road 29 ½ (the "Property"). The Property is located in the Northeast 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 Final Plat and PUD Plan for a residential subdivision that will have 45 townhome residential units, along with a commercial tract designated for future development. The development will include infrastructure, landscaping and common open space including landscaping on the Hwy 52-facing side of the townhome lots, and a pocket park. Filing No. 2 is a proposal to build out Lot 2, Block 14 of the Murata Farms Filing No. 1 Final Plat and PUD Plan recorded in 2021. Lot 1, Block 14 (commercial tract) has been added to this Final Plat and PUD Plan for Filing 2 to dedicate the full public ROW on Grosbeak Ave.

Site Size: 7.645 acres, more or less.

Zone District: PUD Planned Unit Development.

Proposed Use: A residential subdivision that will provide 45 townhomes and a commercial tract for future commercial development.

Existing Use: Vacant/Agricultural

Meeting Date: City Council – August 6, 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 and designated future development areas in the overall Murata Farms PUD. Filing No. 1 received approval on November 16, 2021. Lots 1 and 2 of Block 14 were platted within Filing No. 1, with Lot 1 being designated for future commercial and Lot 2 being designated for future residential, with PUD standards for the residential development to be determined at time of development.

The Preliminary Plat and PUD Plan for Filing No. 2 was approved by City Council on October 17, 2023. Through this Final Plat process, staff is working with the applicant to finalize conditions on the Preliminary Plat for final signatures.

The Coronado West, LLC Subdivision Improvements Agreement for the Murata Farms development was approved by City Council on February 1, 2022. A Subdivision Improvements Agreement for this Filing No. 2 will be required prior to recording Final Plat and PUD Plan.

APPLICATION PROCESS

The Applicant is requesting approval of a Final Plat and PUD Plan for Filing No. 2 of the Murata Farms PUD. Final 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, City Council shall conduct a public meeting and evaluate the Preliminary Plat and PUD Plan, referral agency comments, 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. No Planning Commission meeting is required.

NOTIFICATION REQUIREMENTS

There are no required notifications for a Final Plat and PUD Plan.

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 7.645-acre subdivision that includes 45 townhome residential lots with a future commercial development tract. Staff believes that the 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.

The approved PUD Plan for the entire Murata Farms development designated these two lots for residential and commercial development, with PUD standards to be established at the time of development. This Filing No. 2 Final PUD Plan is in line with the original PUD and the Preliminary PUD for this site. Standards have established with this plan that will guide development. The Preliminary PUD Plan was approved for just Lot 2 (the residential portion). Lot 1 was added to the Final Plat application in response to Council and staff comments about dedicating the full public ROW on Grosbeak with this development. This PUD also establishes that future commercial development on Lot 1 must meet applicable development standards at time of development, thus clarifying PUD standards for this lot as well.

- (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.

Staff has worked with the applicant to ensure PUD standards are applicable, clear, and specific to this Filing 2 and the applicant has done a good job of meeting this requirement, making the standards specific to the proposed townhome product. The standards for the commercial development are also clearly delineated to be the current standards at time of site plan.

- (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 Final PUD plan and Final Plat application, which are being reviewed for approval concurrently. The Murata Farms Sketch Plat and PUD Plan was approved by City Council in April 2020, while the Preliminary Plat and PUD Plan was approved in October 2023.

- (4) Maintenance of private facilities. The owner shall establish an organization for the ownership and maintenance of any approved private streets and/or common open space areas unless

other adequate arrangements for the ownership and maintenance thereof are provided in a manner acceptable to the City.

The applicant is working with the City to finalize the Subdivision Improvement Agreement with this Final Plat, and is written on the proposed resolution as a condition prior to recording the Plat and PUD Plan. 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. 2 is 7.645 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. 2 are to be determined at time of platting of Filing No. 2.

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

The original zoning to PUD was by ordinance. The Final Plat and PUD Plan is being presented before City Council for approval by resolution, as a subsequent filing of the already established PUD zoning.

- 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 Final Plat and PUD Plan substantively meets the intent of this subsection. The development will provide another residential product type in the Murata Farms development, thus providing a higher diversity of housing within the City for a variety of demographics. This specific filing includes a commercial tract, which furthers the goals of the PUD for an appropriate diversity of land uses. Additionally, a pocket park and quality landscaping of common spaces and the rear side of the lots facing Highway 52 trail create a quality space that benefits this development and the surrounding properties. Thus, Staff believes that this residential and commercial 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 College Ave which will both be built out as required by Public Works based on traffic impact as part of the Subdivision Improvements Agreements for the Murata Farms developments, with easy access to Hwy 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 site, 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 and commercial development. The proposed subdivision complies with these land use designations and fits the objectives listed above.

In addition, the project is located near already developed portions of the City including the Coyote Creek Golf Course, AIMS Community College, the new public library, and is a short walk from the Fort Lupton Recreation Center. The Highway 52 trail, which is a part of the overall Murata Farms development, will be a major amenity for residents of the community. Proximity to current development contributes to the convenience of future residents as well.

- 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 through a drainage report. 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 letter was submitted with the application materials for review by the City Engineer and all referrals. The City Engineer is working with the applicant 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 has worked with the applicant to address potential buffer needs between Filing No. 2 and Highway 52, including plans for the Highway 52 trail, fencing, and additional landscaping.

- 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 recording the Final Plat and PUD Plan for this filing. 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.

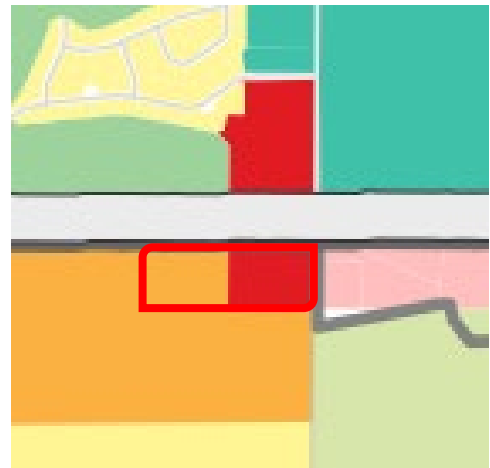
There is a plugged and abandoned well located in the pocket park of this filing. Staff is working with the applicant to ensure this is properly delineated on the plat with applicable setbacks being met.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Future Land Use Map designates this area for Single- Family Attached housing and Commercial General. 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.

Commercial General allows for commercial businesses that offer residents basic goods and services. This supports a range of development styles, including stand-alone businesses on smaller properties as well as commercial shopping centers with multiple tenants. Primarily located along the City's major corridors, expansion of general commercial will offer residents greater shopping options within Fort Lupton and contribute to increased local commerce. In addition to commercial, these areas can include small office buildings, medical practices, and public and semi-public uses.

Filing No. 2 of the Murata Farms Plat and PUD Plan addresses these future land use designations and meets the goals of Fort Lupton's Comprehensive Plan by proposing a townhome home housing type that



compliments existing single-family in the city while keeping a commercial tract for future commercial development.

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 Final Plat and PUD Plan, Filing No. 2. 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 prior to recording. 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/848>



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: c/o John Cork
 Company: CW-Briggs LLC
 Phone: (480) 820-0977 Email: jcork@coronadowest.com
 Address: 7855 S. River Parkway, Suite 222 Tempe, AZ 85284
 Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐
- 2) Representative Name: Karen Henry
 Company: Henry Design Group
 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
 Company: COLA, LLC
 Phone: (719) 306-2976 Email: tbuschar@asperviewhomes.net
 Address: 555 Middle Creek Parkway, Suite 500, Colorado Springs, CO 80921

B. SITE DESCRIPTION

Site Address: Lot 1 of Block 14 of Murata Farms Filing # 1
 Parcel Number: 147104328001
 Existing Zone Classification: PUD Proposed Zone Classification: n/a
 Water Type: Municipal Sewage Type: Municipal

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 DESCRIPTION

Project Name: **Murata Farms Townhomes (Filing #2)**

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

Filing # 2 is the townhome plat that will replat Lot 1 & 2 of Murata Farms Filing # 1 Plat into 45 fee-simple townhomes on the 5.35 acre site. The lots are generally 24' wide by 100' deep. The townhomes are front loading off the private drives with a 2-car attached garage and typical 20' deep driveway on each lot.

The Preliminary Plat / PUD was unanimously approved by City Council on 10/17/23.
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

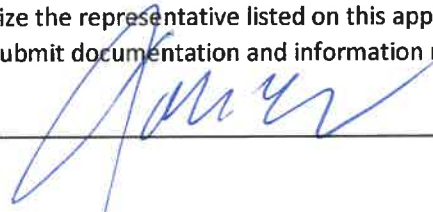
Representative Certification

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: 7/25/2024

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

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

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Fort Lupton, CO 80621

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www.fortluptonco.gov

Land Use Application Form

A. CONTACT INFORMATION

- 1) Property Owner Name: Greg DiDonna
 Company: Viva Land Ventures, LP
 Phone: (915) 859-8900 Email: greg@vivacf.net
 Address: 4900 N. Mesa Street, Suite 100, El Paso, Texas 79912
 Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐
- 2) Representative Name: Karen Henry
 Company: Henry Design Group
 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
 Company: COLA, LLC
 Phone: (719) 306-2976 Email: tbuschar@aspenviewhomes.net
 Address: 555 Middle Creek Parkway, Suite 500, Colorado Springs, CO 80921

B. SITE DESCRIPTION

Site Address: Lot 2 of Block 14 of Murata Farms Filing # 1
 Parcel Number: 147104328002
 Existing Zone Classification: PUD Proposed Zone Classification: n/a
 Water Type: Municipal Sewage Type: Municipal

C. APPLICATION TYPE (CHECK ALL THAT APPLY)

Administrative Plat

- ☐ Lot Consolidation
☐ Lot Line Adjustment
☐ Lot Split
☐ Minor Subdivision
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Subdivision

- ☐ Concept Plan
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Project No. _____

D. PROJECT DESCRIPTION

Project Name: Murata Farms Townhomes (Filing #2)

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

Filing # 2 is the townhome plat that will replat Lot 1 & 2 of Murata Farms Filing # 1
Plat into 45 fee-simple townhomes on the 5.35 acre site. The lots are generally 24'
wide by 100' deep. The townhomes are front loading off the private drives with a
2-car attached garage and typical 20' deep driveway on each lot.

The Preliminary Plat / PUD was unanimously approved by City Council on 10/17/23.
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

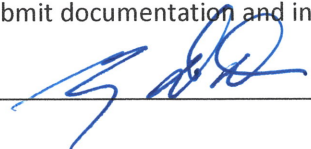
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Representative: _____ Date: _____

Owner Certification

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Owner:  Date: 7/24/2024

For Office Use Only

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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

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

Murata Farms - Filing 2 Townhomes

Final Plat -Narrative February 5, 2024

1. Team

Builder/Applicant

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

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

The overall 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 2 of Block 14 was platted within Filing No. 1.

Filing No. 2 is the Murata Farms Townhomes Plat that will replat Lot 2, Block 14 into the proposed 45 fee-simple townhomes on the 5.35 acre site. Lot 1, Block 14 will dedicate ROW for S Grosbeak Ave.

3. Adjacent Land Uses

North: Highway 52 & the Coyote Creek residential subdivision & Golf Course
South: Murata Farm Filing No. 1 -Single Family Lots
East: S College Avenue
West: Tract N, Open space and Oil and Gas Facility and Murata Farms future Paired homes

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. A plugged and abandoned well (Block 14, Lot 2) and an active well with ancillary equipment are located on the site. The well within proposed Filing 2 has been plugged and abandoned. As such, a pocket park is proposed on this 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 report "Preliminary Geotechnical Investigation Murata Farms (Muraco Subdivision) Southwest of Highway 52 and County Road 29 ½" By CTL Thompson dated October 31, 2019.

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. 2 is proposed for 45 Townhomes with an individual lot for each home. The townhome lots are generally 24-feet wide by 100-feet deep. The townhomes are front loading from the private drive to a two-car attached garage and a typical 20-foot deep driveway allowing for two cars to be parked on the driveway as well. The townhomes have three bedrooms with main-floor living and one floor plan provides a main-floor master suite. Some of the units also include loft space on the second floor. Outdoor living will be provided in the private back yards and two units include covered patios. The plan also includes landscaped common open space and a pocket park.

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 Mountain Flower Avenue and Barn Owl Avenue on the on the south side of Meadowlark Parkway and will have a shared access drive with the commercial site to the east that will be dedicated as public ROW.

Lot 46 will be undeveloped for future commercial.

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

The overall 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 overall 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.

Access to the townhomes 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 Mountain Flower Avenue and Barn Owl Avenue on the on the south side of Meadowlark Parkway and will have a shared access drive with the commercial site to the east.

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 and the townhome area are available to all residents for both passive and active recreational opportunities.

The proposed overall Murata Farms neighborhood, which includes the townhome 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. A pocket park is provided in Tract E of the Townhomes. The park includes play equipment, a loop walk, open play field, benches, pet waste stations, and bike rack.

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	52 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	1.11
Future Filing 3 - Paired homes	To be determined at time of Plat

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 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.

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 to serve the proposed site and the future commercial site. Two additional access via private roads will connect to Meadowlark. A traffic conformance letter indicating no negative impacts based upon the Traffic Impact Study for Murata Farms is included with this submittal.

MURATA FARMS FILING NO. 2 FINAL PLAT

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION
4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.
7.645 ACRES – 46 LOTS – 7 TRACTS
PROJECT NO. FPL2024-001

DESCRIPTION

LOTS 1 AND 2, BLOCK 14, MURATA FARMS FILING NO. 1.
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
RECEPTION NO. 4806267, RECORDS OF WELD COUNTY, COLORADO.

CONTAINING AN AREA OF 7.645 ACRES, (332,993 SQUARE FEET), MORE OR LESS.

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO
COORDINATE SYSTEM OF 1983 NORTH ZONE (NAD 83, 2011) REFERENCED TO THE NORTH
BOUNDARY OF LOT 2, BLOCK 14, MURATA FARMS FILING NO. 1, BEING MONUMENTED AS SHOWN
HEREON, TAKEN TO BEAR NORTH 89°47'49" EAST, A DISTANCE OF 370.50 FEET.

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).

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE CW – BRIGGS, LLC, A TEXAS LIMITED
LIABILITY COMPANY, AND CW-MURATA, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
BEING THE OWNERS OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE
LAID OUT AND PLATTED UNDER THE NAME OF **MURATA FARMS FILING NO. 2**, AND DO
HEREBY DEDICATE TO THE CITY OF FORT LUPTON AND ITS LICENSEES FOR PUBLIC USE
FOREVER ALL STREETS (S. GROSBREAK AVE.), AND UTILITY EASEMENTS AS INDICATED
HEREON. IN COMPLIANCE WITH THE CITY OF FORT LUPTON SUBDIVISION REGULATIONS AND
BY CONTRACTUAL AGREEMENT, THE LANDOWNERS SHALL BEAR ALL EXPENSES INVOLVED
IN IMPROVEMENTS.

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

CW – BRIGGS, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: CW-TROPHY, LLC, A TEXAS LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: _____
NAME: JOHN CORK
ITS: PRESIDENT

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY

THIS ____ DAY OF _____, 20____. WITNESS MY HAND SEAL.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

CW – MURATA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: CORONADO WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: _____
NAME: JOHN CORK
ITS: PRESIDENT

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY

THIS ____ DAY OF _____, 20____. WITNESS MY HAND SEAL.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

OWNER'S APPROVAL

KNOWN ALL MEN BY THESE PRESENTS, THAT WE CW – BRIGGS, LLC, A TEXAS LIMITED LIABILITY COMPANY,
BEING THE SOLE OWNER OF THE LAND DESCRIBED HEREIN, AND CW INVESTOR HOLDINGS TWO, LLC., ARE ALL OF
THE MORTGAGEES AND HOLDERS OF LIENS UPON THE PROPERTY, AND EACH AND ALL HEREBY CONSENT TO THIS
PLAT AND JOIN THE CONVEYANCE AND DEDICATION OF ALL STREETS, ROADS, ALLEYS, EASEMENTS, PUBLIC WAYS
AND PLACES SHOWN HEREON.

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

CW – BRIGGS, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: CW-TROPHY, LLC, A TEXAS LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: _____
NAME: JOHN CORK
ITS: PRESIDENT

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____

THIS ____ DAY OF _____, 20____. WITNESS MY HAND SEAL.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

CW – MURATA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: CORONADO WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: _____
NAME: JOHN CORK
ITS: PRESIDENT

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____

THIS ____ DAY OF _____, 20____. WITNESS MY HAND SEAL.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

CWI INVESTOR HOLDINGS TWO, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: _____
NAME: PETER GOLD
ITS: MANAGER

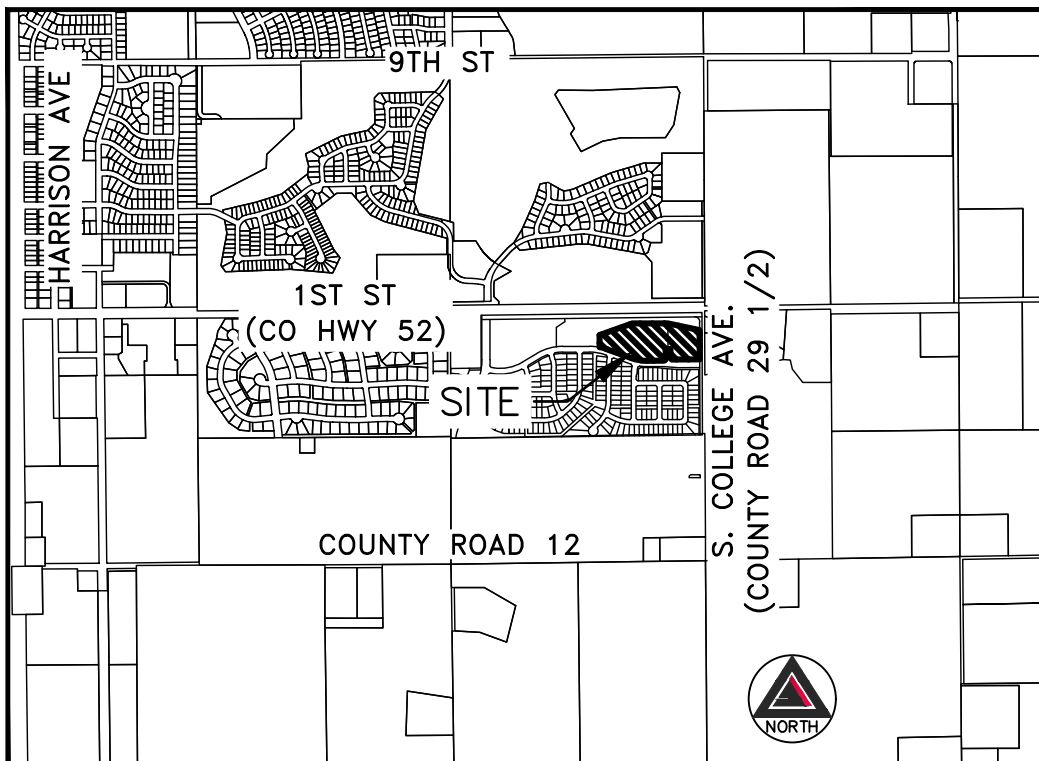
NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____

THIS ____ DAY OF _____, 20____. WITNESS MY HAND SEAL.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____



VICINITY MAP

SCALE 1" = 2,000'

GENERAL NOTES

- RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES IS
GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, AND FIRE
LANES NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. THE SAME ARE
HEREBY DESIGNATED AS FIRE LANES AND EMERGENCY AND SERVICE VEHICLE ROADS, AND
SHALL BE POSTED "NO PARKING – FIRE LANE".
- THE EASEMENT AREA WITHIN EACH LOT OR TRACT IS TO BE CONTINUOUSLY MAINTAINED BY
THE OWNER OF THE LOT OR TRACT EXCEPTING THE EASEMENT HOLDER FROM SUCH
RESPONSIBILITY. ANY STRUCTURES INCONSISTENT WITH THE USE GRANTED IN THE EASEMENT
ARE PROHIBITED.
- DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND
DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- LAND TITLE GUARANTEE COMPANY TITLE COMMITMENT ORDER NO. _____ WITH AN
EFFECTIVE DATE OF _____, 20__ AT _____ M. WAS RELIED UPON FOR RECORD
INFORMATION REGARDING EASEMENT(S) AND ENCUMBRANCES(S). THIS SURVEY DOES NOT
REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS, INC. TO DETERMINE OWNERSHIP,
RIGHT(S)-OF-WAY, EASEMENT(S), OR OTHER MATTERS OF PUBLIC RECORD.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY
MONUMENT(S) OR LAND BOUNDARY MONUMENT(S), OR ACCESSORY COMMITS A CLASS TWO
MISDEMEANOR PURSUANT TO 18-4-508 CRS.
- UNLESS SPECIFICALLY MODIFIED BY A PUD PLAN, ALL PROVISIONS OF THE CITY'S CODE AND
ADOPTED STANDARDS AND SPECIFICATIONS SHALL APPLY WITHIN PUD DISTRICTS.

CITY WATER AND SEWER DEPARTMENT APPROVAL

APPROVED THIS ____ DAY OF _____, 20__.

DIRECTOR OF PUBLIC WORKS

CITY ADMINISTRATOR'S APPROVAL

APPROVED THIS ____ DAY OF _____, 20__.

CITY ADMINISTRATOR

CITY ENGINEER'S APPROVAL

APPROVED THIS ____ DAY OF _____, 20__.

CITY ENGINEER

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT A PLAT OF THE ABOVE-DESCRIBED PROPERTY WAS APPROVED BY
RESOLUTION NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON
THE _____ DAY OF _____, A.D., 202____, AND THAT THE MAYOR OF THE CITY OF
FORT LUPTON, AS AUTHORIZED BY SAID RESOLUTION ON BEHALF OF THE CITY OF FORT
LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID PLAT UPON WHICH THIS CERTIFICATE
IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

ATTEST:

MAYOR

CITY CLERK
(SEAL)

SURVEYOR'S CERTIFICATE

I, MICHAEL J. NOFFSINGER, A DULY LICENSED LAND SURVEYOR IN THE STATE OF
COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF MURATA FARMS FILING NO. 2 WAS
PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THIS PLAT HAS
BEEN PREPARED IN COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF
COLORADO AT THE TIME OF THIS SURVEY AND WITHIN MY CONTROL, AND IS ACCURATE
TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

MICHAEL J. NOFFSINGER
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR, NO. 38367
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS,
PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE
WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION
AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE
SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT
SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS
BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

SURVEYOR'S IMPROVEMENT CERTIFICATE

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

MICHAEL J. NOFFSINGER
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR, NO. 38367
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

 Aztec CONSULTANTS, INC. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DEVELOPER CORONADO WEST		DATE OF PREPARATION:	2023-10-04
	8655 S. PRIEST DRIVE TEMPE, AZ 85285 (303) 285-1110		SCALE:	N/A
	AzTec Proj. No.: 54823-20 Drawn By: GLW		S H E E T 1 O F 3	

LAST REVISED: 06/20/2024

MURATA FARMS FILING NO. 2 FINAL PLAT

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION
4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.
7.645 ACRES - 46 LOTS - 7 TRACTS
PROJECT NO. FPL2024-001

LEGEND

1. SET 18" NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC
CAP STAMPED "AZTEC PLS 38367"

ROW RIGHT-OF-WAY ## BLOCK NUMBER
U.E. UTILITY EASEMENT D.E. DRAINAGE EASEMENT

* = EASEMENT DEDICATED BY MURATA FARMS FILING
NO. 1, REC. NO. 4806267
(N.R.) NON-RADIAL

LINE TABLE		
LINE	BEARING	LENGTH
L1	S78°06'45"W	10.19'
L2	S70°15'32"E	17.17'
L3	N38°37'50"W	10.19'
L4	S19°42'25"E	16.43'
L5	S19°42'25"E	16.50'
L6	S89°47'49"W	34.42'
L7	S14°44'33"W	0.50'
L8	S88°36'01"W	0.50'
L9	S74°07'25"W	9.94'
L10	N89°47'49"E	12.29'
L11	S48°06'52"E	9.82'
L12	S75°15'27"E	0.50'
L13	S00°12'11"E	0.50'
L14	N00°12'11"W	0.50'
L15	S89°47'49"W	0.90'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CH. BEAR.	CH. DIST.
C1	58°22'18"	10.00'	10.19'	N48°55'37"E	9.75'
C2	19°30'14"	115.00'	39.15'	S80°02'42"W	38.96'
C3	90°00'00"	9.00'	14.14'	S44°47'49"W	12.73'
C4	58°22'18"	10.00'	10.19'	S09°26'41"E	9.75'
C5	92°24'11"	3.00'	4.84'	N65°54'30"W	4.33'
C6	90°00'00"	3.00'	4.71'	S25°17'35"W	4.24'
C7	19°30'14"	83.00'	28.25'	S80°02'42"W	28.12'
C8	14°56'43"	10.00'	2.61'	N82°43'49"W	2.60'
C9	73°51'29"	9.50'	12.25'	N38°19'43"W	11.42'
C10	14°56'43"	10.00'	2.61'	N06°04'23"E	2.60'
C11	4°29'49"	460.00'	36.10'	S72°30'27"E	36.10'
C12	60°34'40"	10.00'	10.57'	N43°50'04"E	10.09'
C13	10°58'54"	460.00'	88.17'	S84°42'44"E	88.03'
C14	61°39'36"	10.00'	10.76'	S17°17'04"E	10.25'
C15	1°11'48"	10.00'	0.21'	S14°08'38"W	0.21'
C16	73°17'27"	9.50'	12.15'	S51°23'16"W	11.34'
C17	1°40'31"	10.00'	0.29'	S88°57'33"W	0.29'
C18	64°09'29"	10.00'	11.20'	N58°07'26"W	10.62'
C19	19°30'14"	100.00'	34.04'	S80°02'42"W	33.88'
C20	50°33'07"	100.00'	88.23'	S45°01'02"W	85.40'

TRACT TABLE				
TRACT	AREA (SQ.FT)	AREA (AC ±)	USE	OWNED BY / MAINTAINED BY
TRACT A	12,566	0.288	LANDSCAPING	RESIDENTIAL METRO DISTRICT
TRACT B	9,010	0.207	LANDSCAPING	RESIDENTIAL METRO DISTRICT
TRACT C	2,796	0.064	LANDSCAPING	RESIDENTIAL METRO DISTRICT
TRACT D	1,694	0.039	LANDSCAPING	RESIDENTIAL METRO DISTRICT
TRACT E	31,274	0.718	LANDSCAPING	RESIDENTIAL METRO DISTRICT
TRACT F	1,710	0.039	LANDSCAPING	RESIDENTIAL METRO DISTRICT
TRACT G	32,051	0.736	ACCESS AND UTILITIES	RESIDENTIAL METRO DISTRICT

LAND SUMMARY CHART			
TYPE	AREA (S.F.)	AREA (AC.)	% OF TOTAL AREA
LOTS	232,845	5.346	69.92%
TRACTS	91,382	2.098	27.44%
ROW	8,766	0.201	2.64%
TOTAL	332,993	7.645	100%

NE 1/4, SW 1/4 SEC. 4,
T.1N., R.66W., SIXTH P.M.

15' DRAINAGE EASEMENT
DEDICATED BY SEPERATE DOCUMENT
REC NO. _____

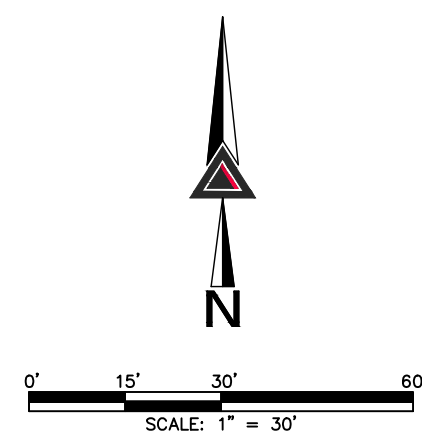
(BASIS OF BEARINGS)
NORTH BOUNDARY OF LOT 2
N89°47'49"E 370.50'

PIPIST STREET
(34' WIDE PRIVATE STREET)

BARN OWL AVE.
(34' WIDE PRIVATE STREET)

TRACT E
31,274 SF
0.718 AC

MEADOWLARK PARKWAY
(VARIABLE WIDTH PUBLIC ROW)
REC. NO. 4806267



AZTEC
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 54823-20 Drawn By: GLW

DEVELOPER
CORONADO WEST

8655 S. PRIEST DRIVE
TEMPE, AZ 85285
(303) 285-1110

DATE OF PREPARATION:		2023-10-04
SCALE:		1" = 30'
SHEET 2 OF 3		

SEE SHEET 3

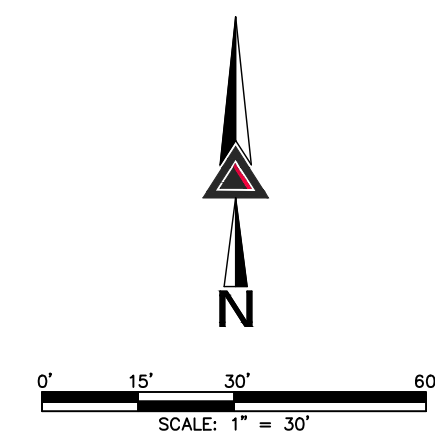
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C12	60°34'40"	10.00'	10.57'	N43°50'04"E	10.09'
C13	10°58'54"	460.00'	88.17'	S84°42'44"E	88.03'
C14	61°39'36"	10.00'	10.76'	S171°70°04"E	10.25'
C15	1°11'48"	10.00'	0.21'	S14°08'38"W	0.21'
C16	73°17'27"	9.50'	12.15'	S51°23'16"W	11.34'
C17	1°40'31"	10.00'	0.29'	S88°57'33"W	0.29'
C18	64°09'29"	10.00'	11.20'	S58°07'26"W	10.62'
C19	19°30'14"	100.00'	34.04'	N80°02'42"W	33.88'
C20	50°33'07"	100.00'	88.23'	S45°01'02"W	85.40'

1. SET 18" NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC
CAP STAMPED "AZTEC PLS 38367"

ROW RIGHT-OF-WAY (##) BLOCK NUMBER
U.E. UTILITY EASEMENT D.E. DRAINAGE EASEMENT

* = EASEMENT DEDICATED BY MURATA FARMS FILING
NO. 1, REC. NO. 4806267
(N.R.) NON-RADIAL



DEVELOPER
CORONADO WEST
8655 S. PRIEST DRIVE
TEMPE, AZ 85285
(303) 285-1110

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC	
DATE OF PREPARATION:	2023-10-04
SCALE:	1" = 30'
S H E E T 3 O F 3	

I:\2019\19032 -- Murata Farms\CADD\Sheet Sets\Final PUD\Townhomes\9032.02 -- Final PUD Cover Sheet.dwg tab: COVER SHEET Jun 28, 2024 -- 1:55pm charland

MURATA FARMS FILING NO. 2 - TOWNHOMES

FINAL 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. _____

LEGAL DESCRIPTION

LOT 1 AND LOT 2 BLOCK 14, MURATA FARMS FILING NO. 1 SUBDIVISION
CONTAINING AN AREA OF 7.645 ACRES, (332,993 SQUARE FEET), MORE OR LESS.

BASIS OF BEARINGS

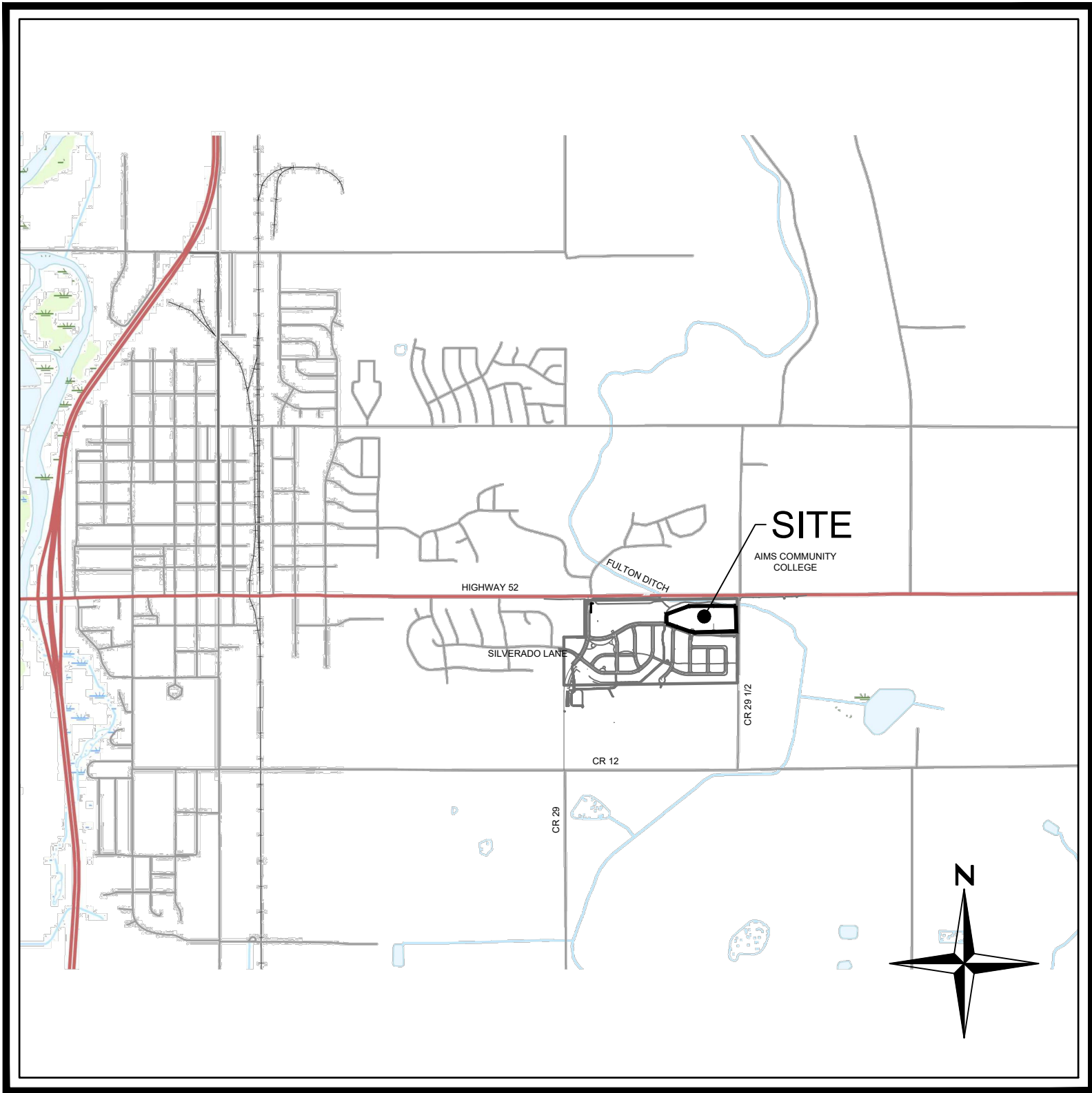
BASIS OF BEARINGS BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE (NAD 83, 2011) REFERENCED TO THE NORTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN 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	332,993	SF
	7.64	AC
ROW	9,119	SF
	0.21	AC
RESIDENTIAL LOTS	127,631	SF
	2.93	AC
COMMERCIAL LOTS	105,147	SF
	2.41	AC
TRACTS	91,101	SF
	2.09	AC
TOTAL LOTS	46	
ATTACHED SINGLE FAMILY	45	

AREA SUMMARY					
DESCRIPTION	AREA (SF)	AREA (AC)	OWNERSHIP	MAINTENANCE RESPONSIBILITY	USE
RIGHT OF WAY	9,119	0.21	FORT LUPTON	FORT LUPTON	
COMMERCIAL LOT	105,147	2.41	PRIVATE	PRIVATE	FUTURE DEVELOPMENT
RESIDENTIAL LOTS	127,626	2.93	PRIVATE	PRIVATE	
TOTAL	241,892	5.55			
TRACT A	12,566	0.29	METRO DISTRICT	METRO DISTRICT	LANDSCAPING
TRACT B	9,010	0.21	METRO DISTRICT	METRO DISTRICT	LANDSCAPING
TRACT C	2,796	0.06	METRO DISTRICT	METRO DISTRICT	LANDSCAPING
TRACT D	1,694	0.04	METRO DISTRICT	METRO DISTRICT	LANDSCAPING
TRACT E	31,274	0.72	METRO DISTRICT	METRO DISTRICT	LANDSCAPING
TRACT F	1,710	0.04	METRO DISTRICT	METRO DISTRICT	LANDSCAPING
TRACT G	32,051	0.74	METRO DISTRICT	METRO DISTRICT	ACCESS AND UTILITIES
TOTAL	91,101	2.09			
TOTAL	332,993	7.64			



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 PLAN
11	LANDSCAPE PLAN
12	LANDSCAPE PLAN
13	ARCHITECTURE
14	ARCHITECTURE
15	ARCHITECTURE
16	ARCHITECTURE

DESCRIPTION

A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, T1 N, R66 W OF THE 6TH P.M. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 AND LOT 2 BLOCK 14, MURATA FARMS FILING NO. 1 SUBDIVISION

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT I/W/E, CW -- BRIGGS, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND CW -- MURATA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER(S) OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE LAID OUT AND PLATTED UNDER THE NAME OF MURATA FARMS FILING NO. 2, AND DO HEREBY DEDICATE TO THE CITY OF FORT LUPTON AND ITS LICENSEES FOR PUBLIC USE FOREVER ALL STREETS, ALLEYS AND UTILITY EASEMENTS AS INDICATED HEREON. IN COMPLIANCE WITH THE CITY OF FORT LUPTON SUBDIVISION REGULATIONS AND BY CONTRACTUAL AGREEMENT, THE LANDOWNER(S) SHALL BEAR ALL EXPENSES INVOLVED IN IMPROVEMENTS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS ____ DAY OF _____, 202__.

STATE OF COLORADO,)

) SS

COUNTY OF WELD)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ ON THIS ____ DAY OF _____, 202__, WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

OWNER'S APPROVAL

KNOW ALL MEN BY THESE PRESENTS, THAT I/W/E, CW -- BRIGGS, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND CW -- MURATA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER(S) OF THE LAND DESCRIBED HEREIN, ARE ALL OF THE MORTGAGEES AND HOLDERS OF LIENS UPON THE PROPERTY, AND EACH AND ALL HEREBY CONSENT TO THIS PLAT AND JOIN THE CONVEYANCE AND DEDICATION OF ALL STREETS, ROADS, ALLEYS, EASEMENTS, PUBLIC WAYS AND PLACES SHOWN HEREON.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS ____ DAY OF _____, 202__.

STATE OF COLORADO,)

) SS

COUNTY OF WELD)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ ON THIS ____ DAY OF _____, 202__, WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

SURVEYOR'S IMPROVEMENT CERTIFICATE

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

L.S. COLORADO REG. NO. _____

CITY ENGINEER'S APPROVAL

APPROVED THIS ____ DAY OF _____, 202__.

CITY ENGINEER

CITY ADMINISTRATOR'S APPROVAL

APPROVED THIS ____ DAY OF _____, 202__.

CITY ADMINISTRATOR

CITY WATER AND SEWER DEPARTMENT APPROVAL

APPROVED THIS ____ DAY OF _____, 202__.

DIRECTOR OF PUBLIC WORKS

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT A PLAT OF THE ABOVE DESCRIBED PROPERTY WAS APPROVED BY RESOLUTION NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE ____ DAY OF _____, A.D., 202__, AND THAT THE MAYOR OF THE CITY OF FORT LUPTON, AS AUTHORIZED BY SAID RESOLUTION ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR

ATTEST:

CITY CLERK

SURVEYOR'S CERTIFICATE

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

L.S. COLORADO REG. NO. _____

MURATA FARMS FILING 2

FINAL PUD

COVER SHEET

SHEET

1

LANDSCAPE ARCHITECT / PLANNER:

henry
design
group
Landscape Architecture • Planning • Entitlements
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
303.446.2368 • henrydesigngroup.com

ENGINEER:

Redland
WHERE GREAT PLACES BEGIN
720.283.6783 voice
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
REDLAND.COM

APPLICANT:

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

NOTES

DATE

NO.

NOTES

PROJECT NO: 19032-003

DATE

NO.

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MURATA FARMS FILING NO. 2 - TOWNHOMES

FINAL 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.

MURATA FARMS PUD ZONE DISTRICT NOTES

- 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 for 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.
- Definitions. Refer to Chapter 16, Section 16-6 of the fort Lupton Municipal Code and Section II - Definitions of the Residential Design Standards.
 - 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.
 - Commercial Development. Commercial Development on Lot 46 shall be based on current City of Fort Lupton commercial development and design standards in place at time of site plan.
 - Public Land Dedication

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 credited for dedication include:

- Internal Trail Corridors
- Pocket Parks
- Neighborhood Feature
- Fulton Ditch Regional Trail corridor
- Internal parks and open space shall be maintained by the HOA/Metro District

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 – SFD	11.354
Filing 2 - Townhomes	1.11
Filing 3 – Paired Homes	To be determined at time of Plat

- School Land Dedication

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

- 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.
- Perimeter Fences.
 - A solid perimeter fence a maximum of six-feet (6) in height is permitted along the rear and side lot lines adjacent to Highway-52. The fence shall be buffered with landscaping on the street side of the fence.
 - Lot line fencing adjacent to open space corridors and pocket parks shall be open rail a maximum forty-two (42) inches in height. A wire mesh grid on the lot side of the fence is permitted for pet enclosure.

SINGLE FAMILY ATTACHED RESIDENTIAL

- Primary pedestrian entries shall face a public street, private drive, or common open space corridor.
- Single family attached areas shall have one through public or private access drive that is continuous through the site with an attached sidewalk along the private access drive or public street.
- Each single family attached unit is not required to be articulated to designate each unit. However, unit designation shall be provided as follows:
 - 2 to 4 units: No articulation or change in the front plane is required.
 - 5 to 8 units: One change in the front plane of at least two (2)-feet.
 - Differentiation in the units shall be provided through cohesive variations in the front building elevation.
 - Exterior Materials and colors for each single family attached townhome building (not unit).
- Garage Design Standards
 - A distinct pedestrian front door is required on the front elevation when a front-loaded garage is proposed.
 - No maximum garage frontage is required for the single family attached homes or building frontage.
- Outdoor living space shall be provided in the rear yard of the home.
- Pedestrian connectivity is required through the common open space areas.
- Two parking spaces are permitted in the 20-foot long driveway in front of the two car garage.

DIMENSIONAL STANDARDS

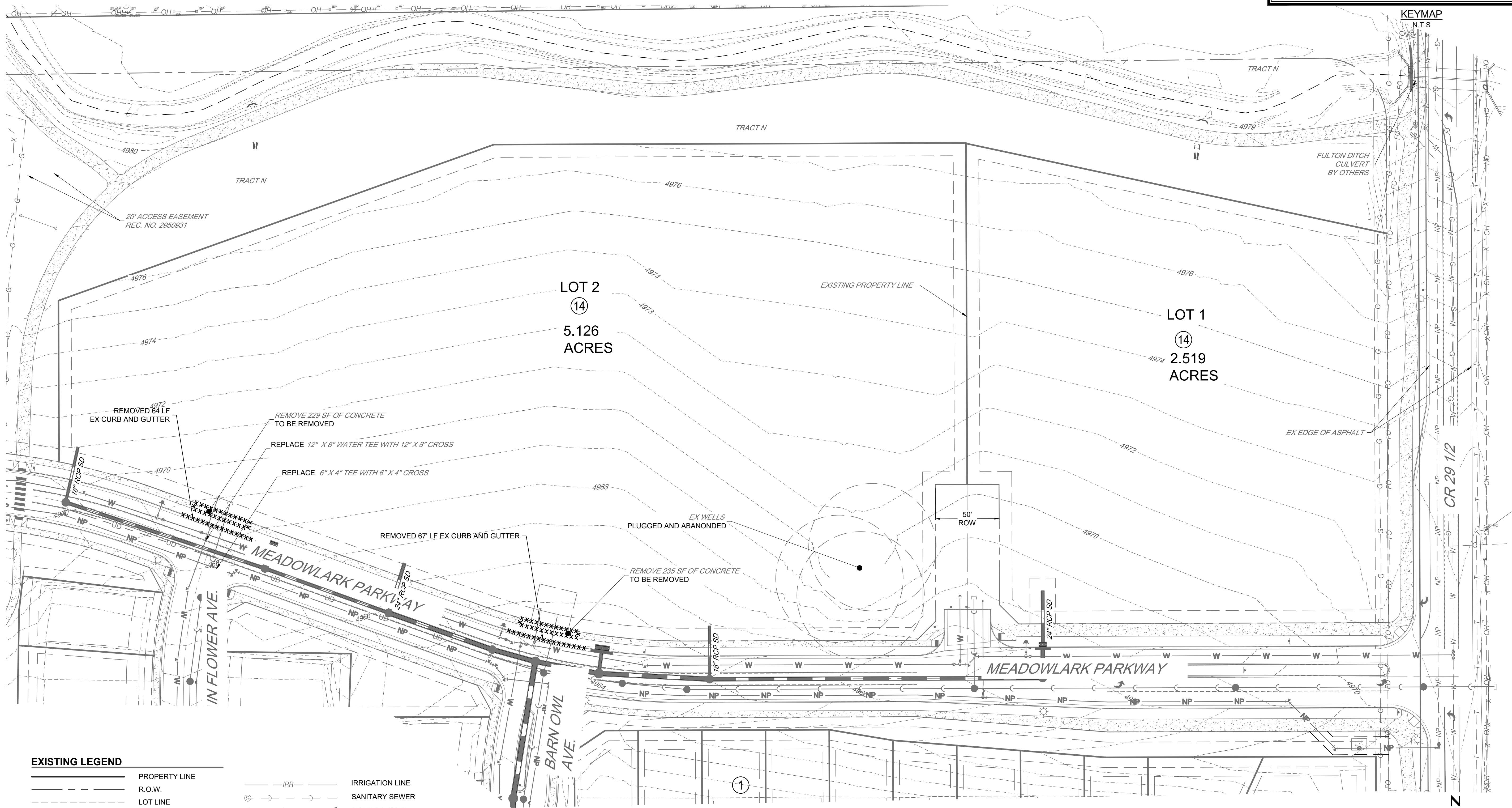
USE / STANDARD	MURATA FARMS FILING 2 PUD
Permitted Land Uses	Townhomes
Maximum Number of Dwelling Units	45
Minimum Lot Size	900 SF
Minimum Lot Frontage at Front Property Line	
Front loading garage	20-feet
Rear loading garage	16-feet
Maximum Building Height ⁽¹⁾	35-feet
Setbacks	
Front	
to face of garage door ⁽²⁾	-20 feet
to structure and porch (non- garage side)	-10 feet
Side	5-feet
Rear	
Front loading garage	10-feet
Rear loading garage	5-feet
Corner Side	10-feet
Minimum Floor Area	800 SF
Permitted Land Use	Commercial
Standards	Per the Fort Lupton Development Code

NOTES

- Measurement per Fort Lupton Municipal Code
- As measured from property line, which is the street right-of-way on a public street or edge of pavement on a private drive/alley.
- Accessory uses/structures shall meet the requirements of the Fort Lupton Municipal Code.
- Permitted encroachments into building setbacks:
 - 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.
 - Unenclosed or uncovered patios less than 30 inches above grade may encroach into building setbacks to within three (3) feet of a lot line.
 - Encroachments may not extend into easements without written approval from the easement holder.
- All setbacks are measured to the building foundation.
- Unless specifically modified by a PUD Plan, all provisions of the City's Code and adopted standards and specifications shall apply within PUD Districts.

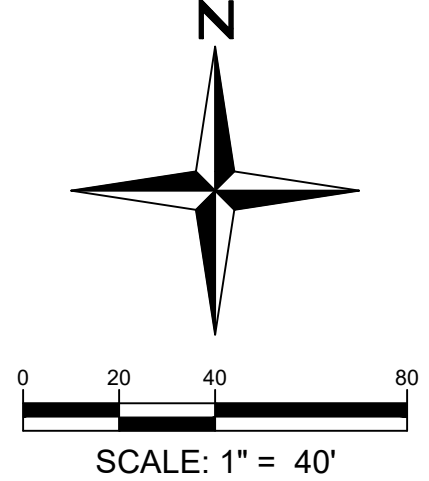
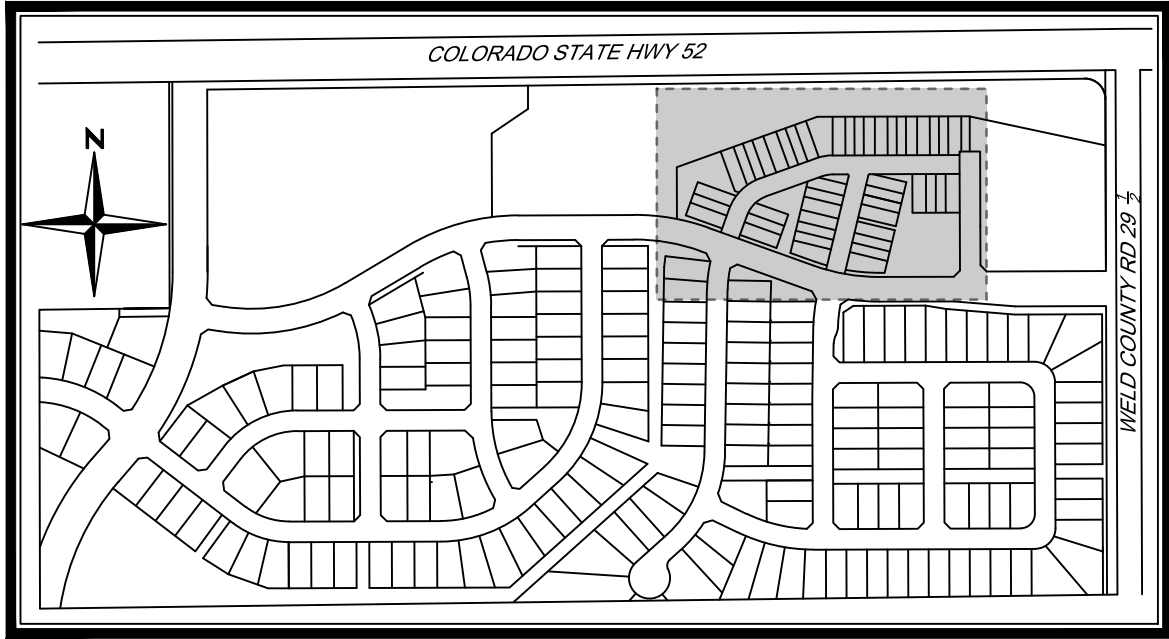
PROJECT NO.	10032-003	DATE	NO.	NOTES
DATE	2023-11-14	1	1ST SUBMITTAL	
DATE	2024-01-22	2	2ND SUBMITTAL	
DATE	2024-06-25	3	3RD SUBMITTAL	
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EXISTING LEGEND

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



LANDSCAPE ARCHITECT / PLANNER: henry design group Landscape Architecture • Planning • Entitlements 1501 Wazee Street Suite 1-C, Denver, Colorado 80202 303.446.2366 • henydesigngroup.com			
ENGINEER: Redland WHERE GREAT PLACES BEGIN 7233 ARIZONA DRIVE LITTLETON, COLORADO 80120 REDLAND.COM	APPLICANT: COLA Colorado Land Acquisition 555 Middle Creek Parkway, 3000 Colorado Springs, CO 80921		
PROJECT NO: 19032.003	DATE	NO.	NOTES
DATE	NO.	NOTES	
2023-11-15	1	1ST SUBMITTAL	
2024-02-12	2	2ND SUBMITTAL	
2024-06-28	3	3RD SUBMITTAL	

MURATA FARMS FILING 2
FINAL PUD
EXISTING CONDITIONS

SHEET

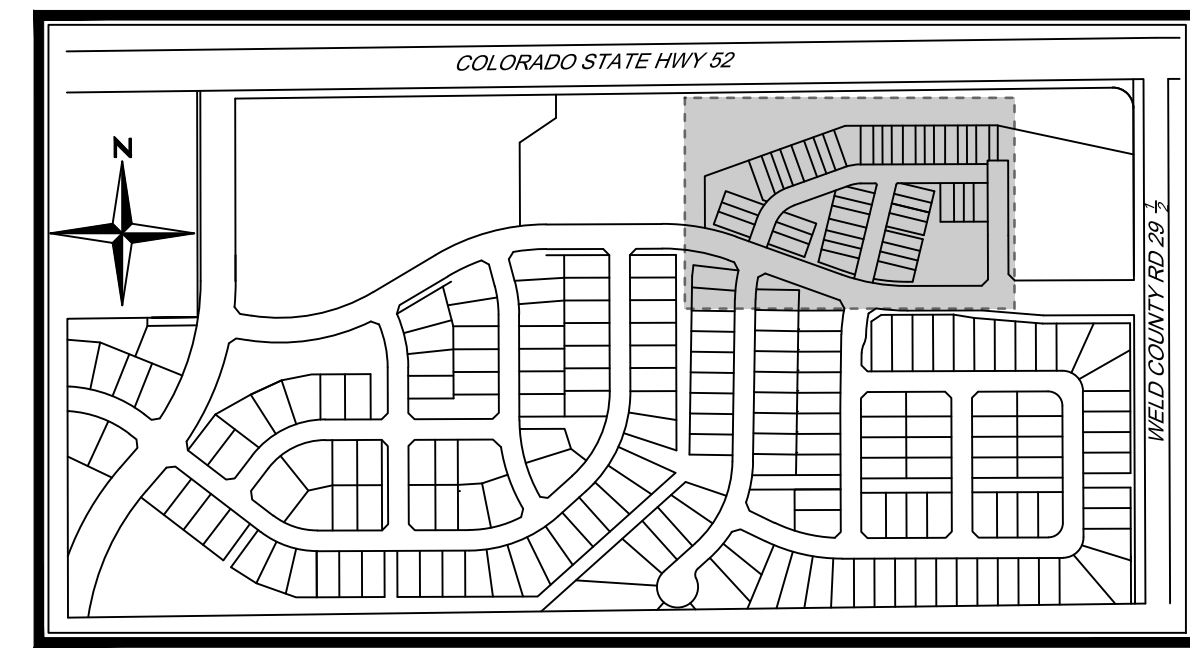
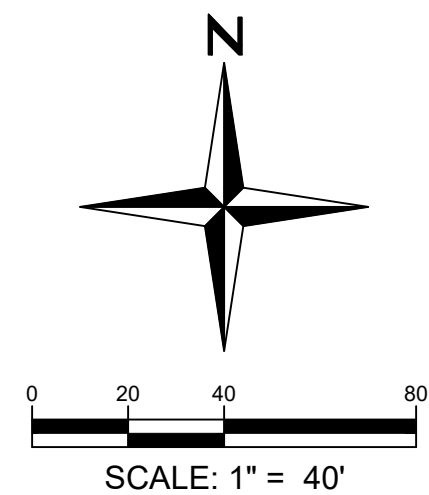
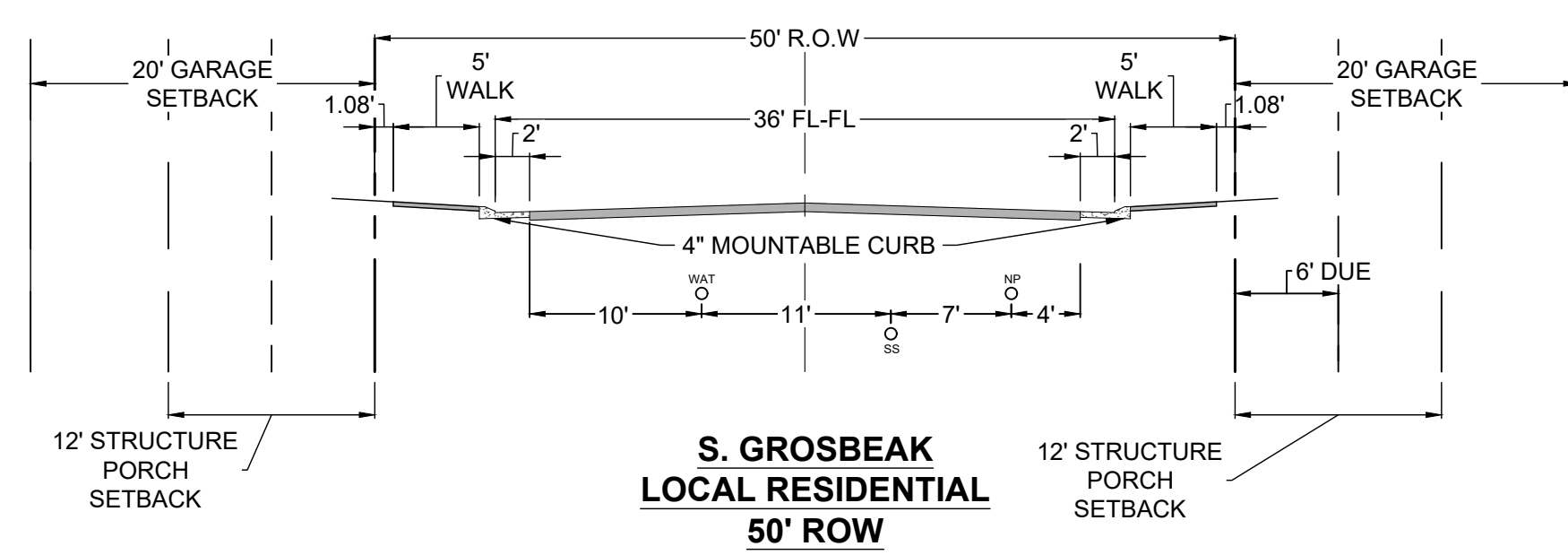
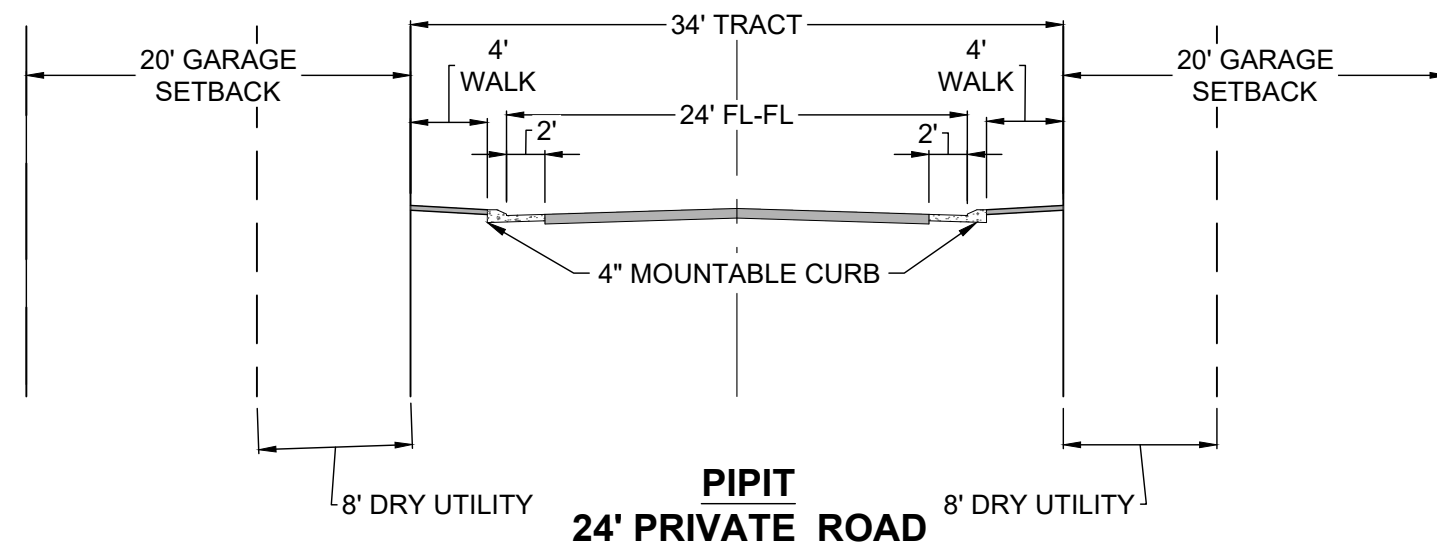
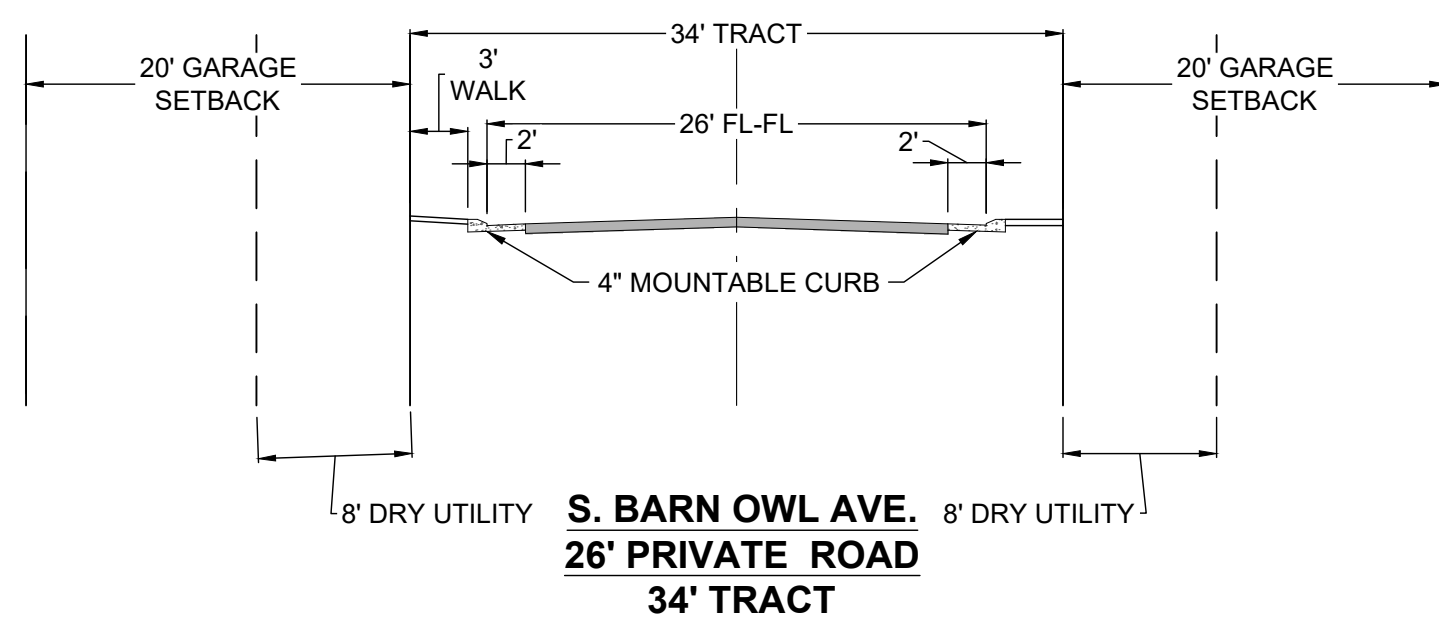
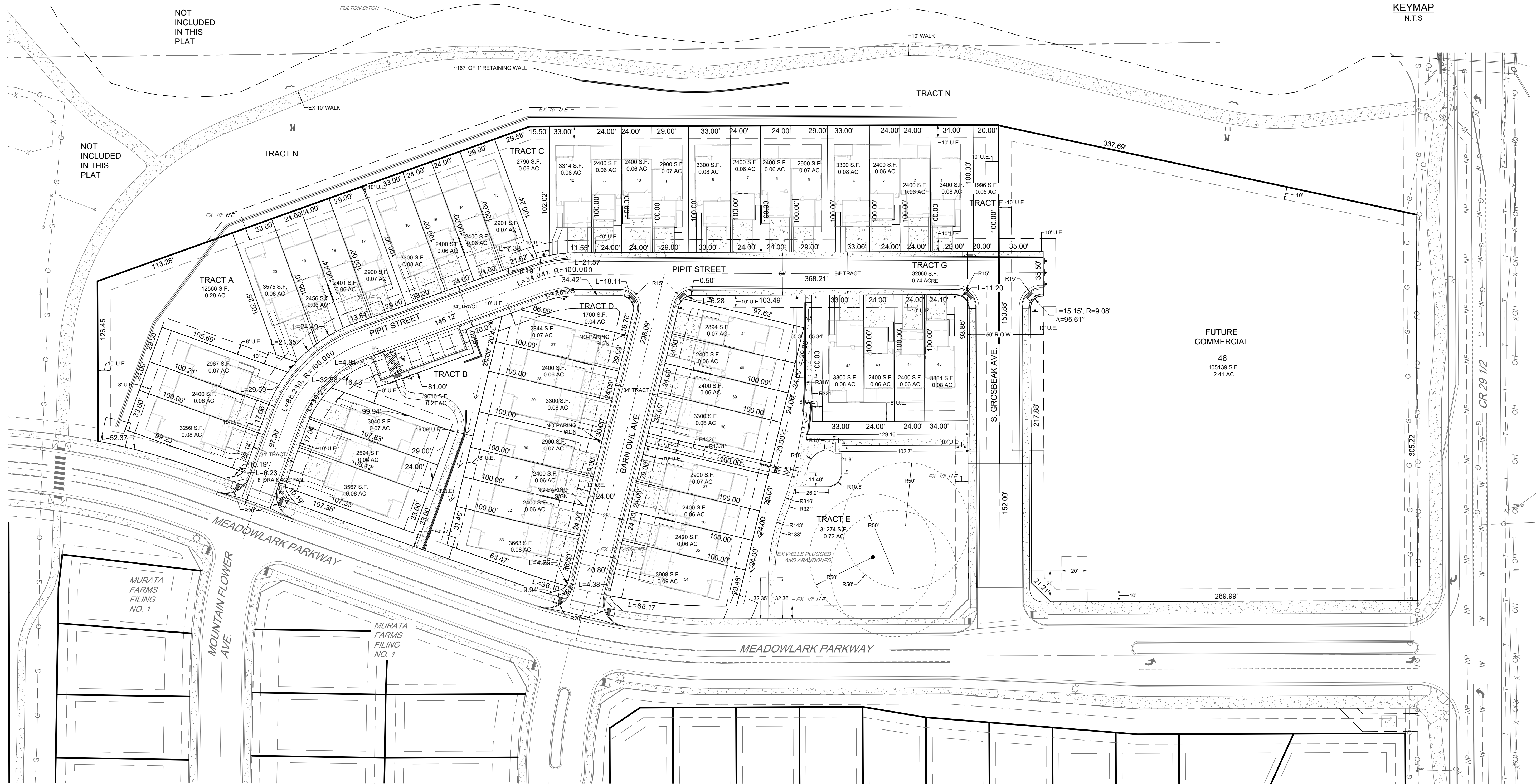
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EXISTING LEGEND

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

PROPOSED LEGEND

	PROPOSED PROPERTY LINE
	PROPOSED R.O.W.
	PROPOSED LOT LINE
	PROPOSED SETBACK
	PROPOSED EASEMENT
	PROPOSED ROAD CENTERLINE
	PROPOSED CURB AND GUTTER
	PROPOSED SIDEWALK

KEYMAP
N.T.S.MURATA FARMS FILING 2
FINAL PUD
SITE PLAN

SHEET

4

LANDSCAPE ARCHITECT / PLANNER:
henry
design
groupLandscape Architecture • Planning • Entitlements
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
303.446.2385 • henydesigngroup.com

ENGINEER:

Redland
WHERE GREAT PLACES BEGIN7023 ARIZONA DRIVE
DENVER, COLORADO 80202
303.446.2385

APPLICANT:

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

NOTES

DATE

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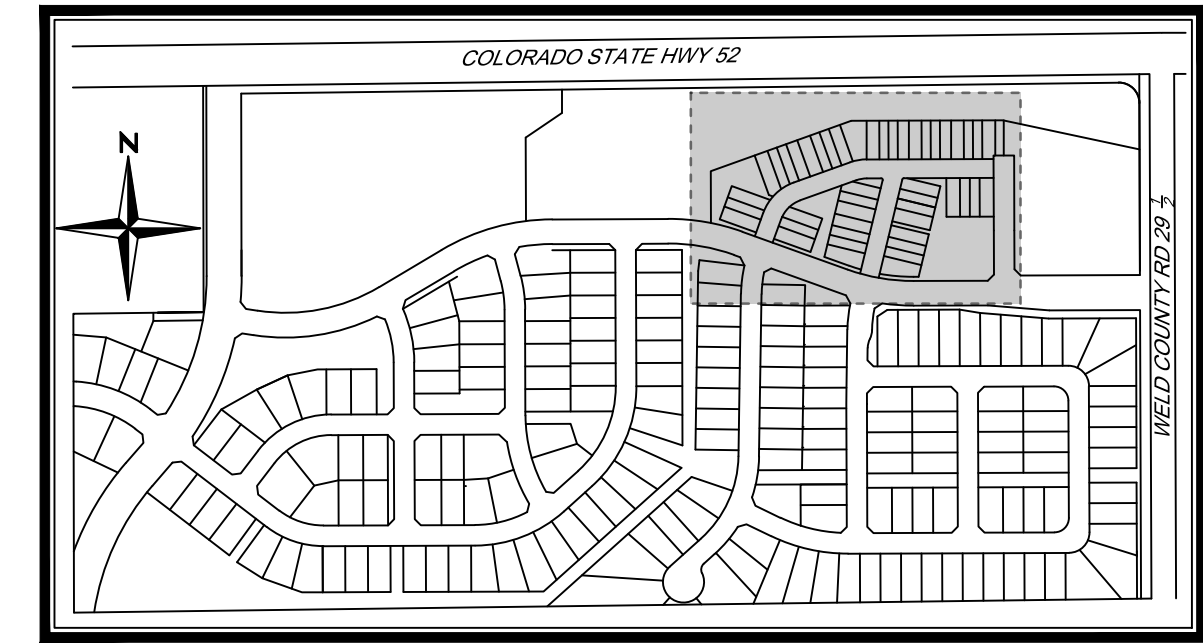
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STORM SEWER
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SPOT ELEVATION
SLOPE ARROW
(4:1 MAX UNLESS NOTED OTHERWISE)
LOT TEMPLATE

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.



KEYMAP
N.T.S



MURATA FARMS FILING 2
FINAL PUD
GRADING PLAN

SHEET

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ENGINEER:

Redland
WHERE GREAT PLACES BEGIN



APPLICANT:



555 Middle Creek Parkway,

NOTES

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LANDSCAPE ARCHITECT (2) ANNEX:

henry
design
group

Landscape Architecture • Planning • Entitlements

1501 Wazee Street Suite 1-C, Denver, Colorado 80202

303.446.2368 • nentydesigngroup.com

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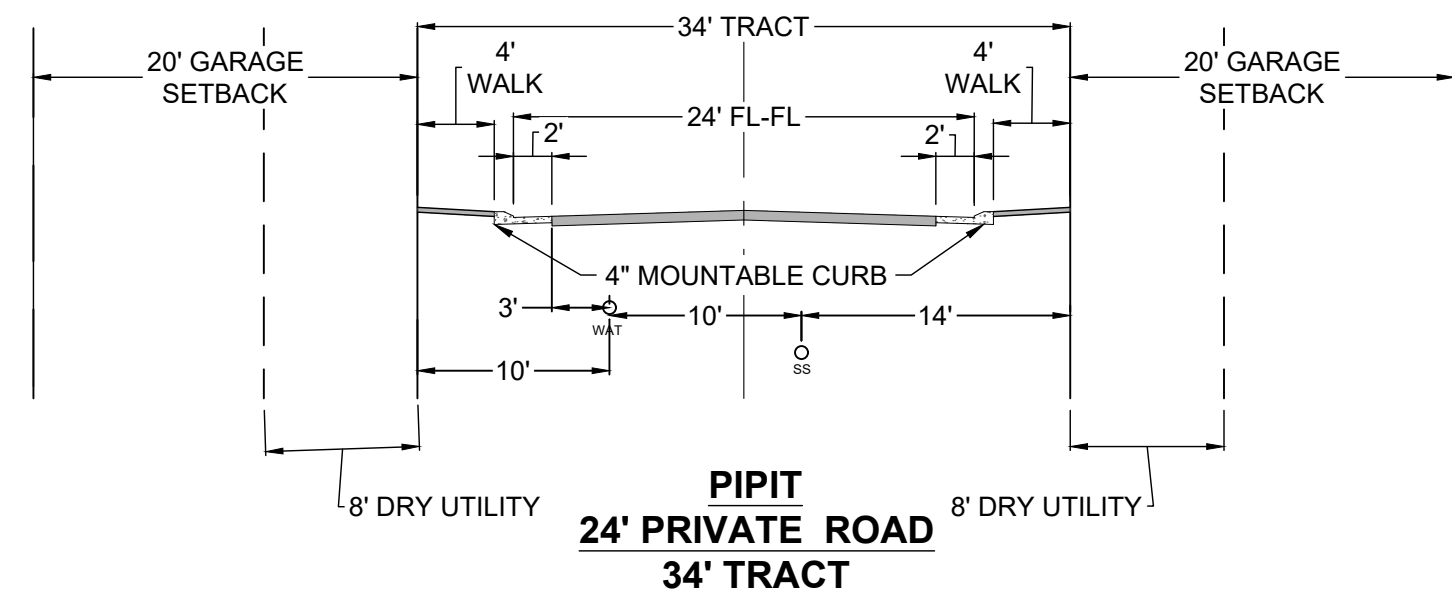
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Page 133 of 158

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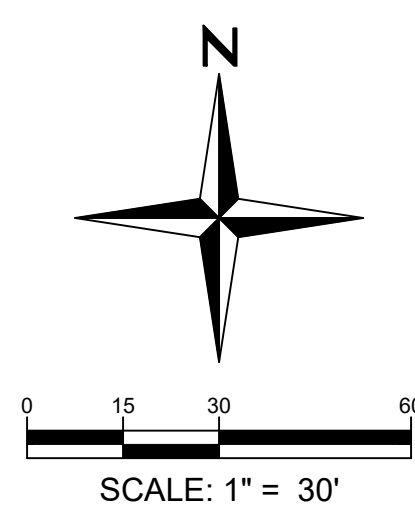


NOTES

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-FOOT BETWEEN WATER MAINS AND SANITARY SEWER MAINS AND 5-FOOT 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		GAS LINE
	R.O.W.		ELECTRIC LINE
	LOT LINE		MANHOLE w/ DIA. (FT.)
	SETBACK		INLET
	EASEMENT		FLARED END SECTION
	ROAD CENTERLINE		WATER BEND
	CURB AND GUTTER (CATCH)		WATER CROSS
	CURB AND GUTTER (SPILL)		WATER TEE
	SIDEWALK		WATER REDUCER
	STORM SEWER		WATER VALVE
	SANITARY SEWER		FIRE HYDRANT
	TRENCH DRAIN		PLUG/CAP
	WATER LINE		SANITARY SEWER SERVICE
			WATER SERVICE



LOT 46
NO
IMPROVEMENTS
FUTURE
COMMERCIAL

MURATA FARMS FILING 2 FINAL PUD UTILITY PLAN

SHEET

6

NOTES

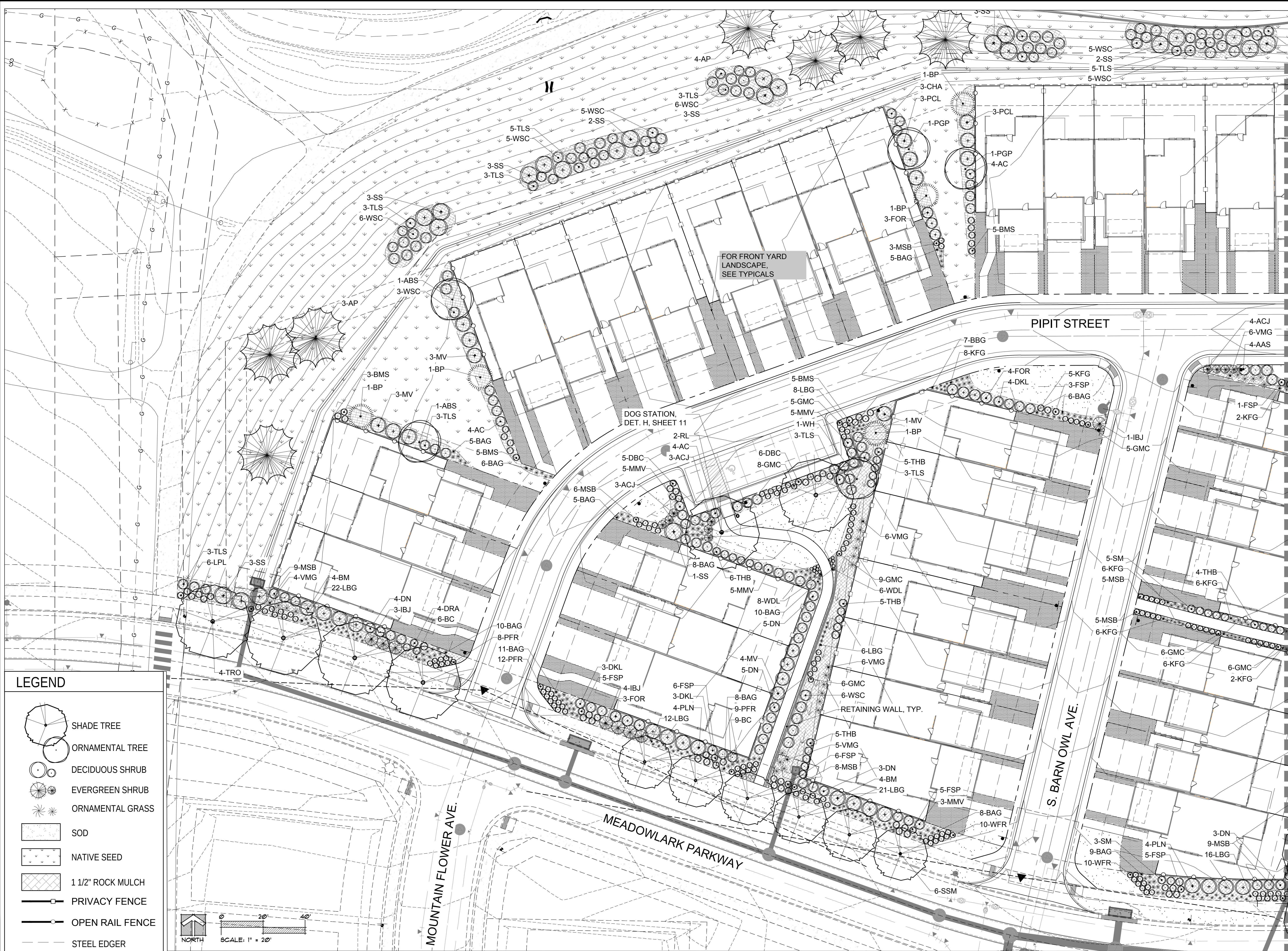
NO.

DATE

NOTES

PROJECT NO:		19032.003
DATE	NO.	
2023-11-15	1	1ST SUBMITTAL
2024-02-12	2	2ND SUBMITTAL
2024-06-28	3	3RD SUBMITTAL

C:\Users\HDC\AppData\Local\Temp\AcPublish_10516\Final Landscape Plan - 06-20-24.dwg tab: SHEET 7 Jun 25, 2024 - 10:34am HDC



MATCHLINE, SEE SHEET X

MURATA FARMS FILING NO. 2
FINAL PUD

SHEET

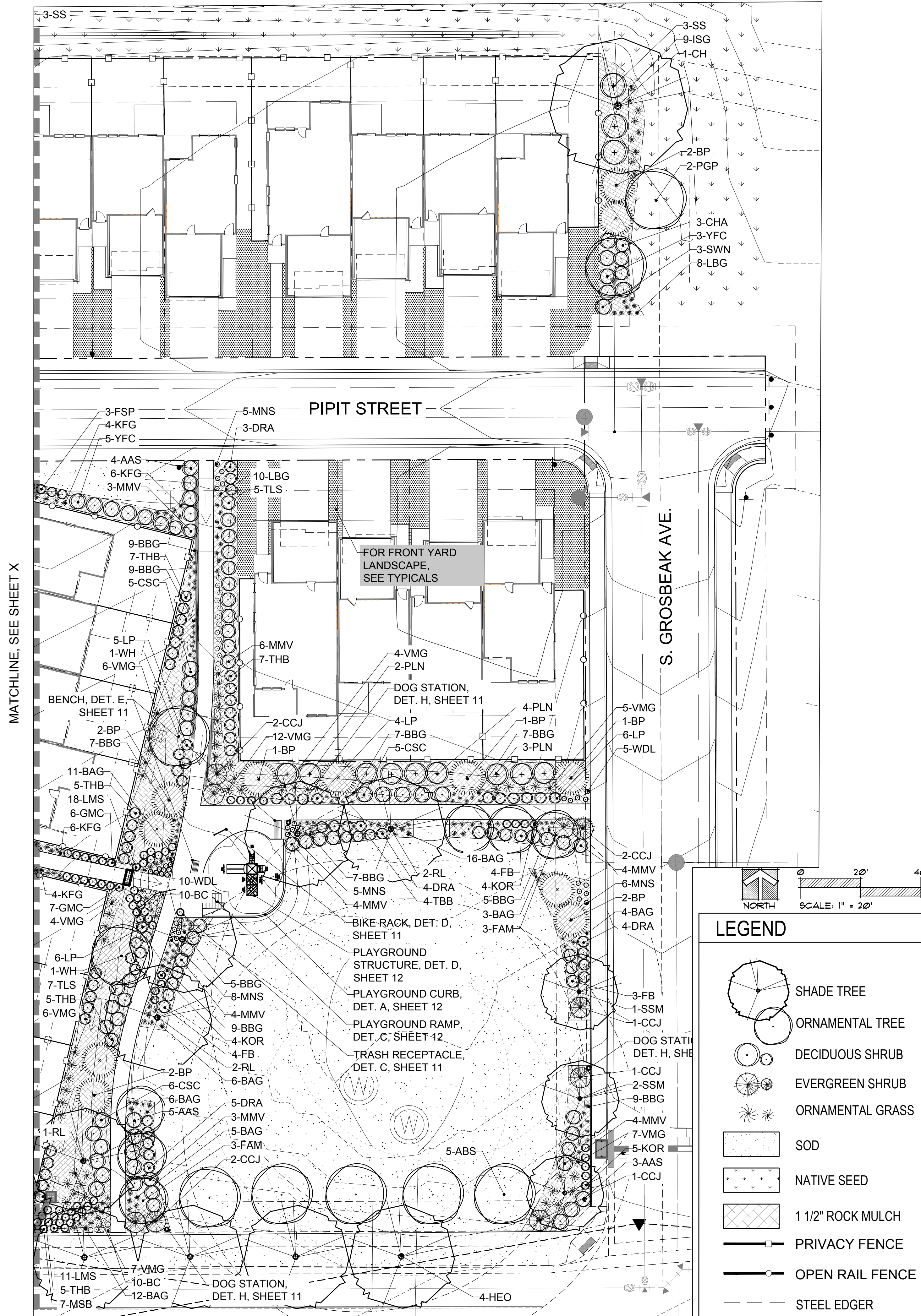
7

PROJECT NO.	10032-003	NOTES
DATE	NO.	NOTES
2023-11-14	1	1ST SUBMITTAL
2024-01-22	2	2ND SUBMITTAL
2024-06-25	3	3RD SUBMITTAL

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

ENGINEER:
Redland
WHERE GREAT PLACES BEGIN
723.834.000
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
303.446.2368 • henrydesigngroup.com

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



PLANT LIST

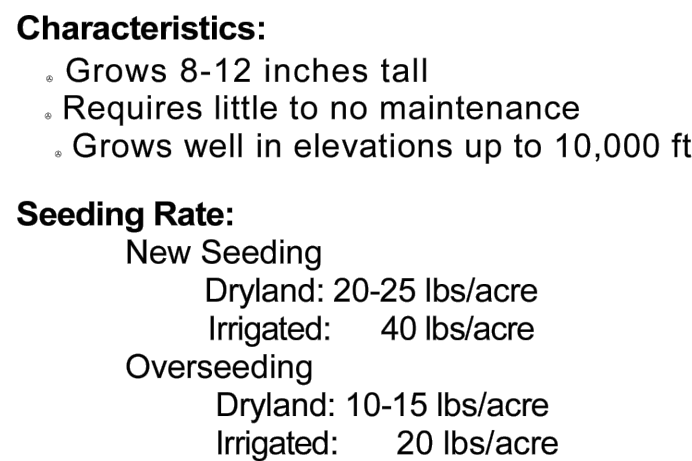
Quantity	Symbol	Common Name	Scientific Name	Mature Size (HxW)	Size	Water Use
Shade Trees						
1	CH	Common Hackberry	Celtis occidentalis	55' x 45'	2.0" Cal.	Low
4	HEO	Heritage Oak	Quercus x macdanielii 'Clemons'	50' x 35'	2.0" Cal.	Low
7	RL	Redmond Linden	Tilia americana 'Redmond'	45' x 35'	2.0" Cal.	Moderate
9	SSM	State Street Maple	Acer Miyabei 'Morton'	30' x 25'	2.0" Cal.	Moderate
4	TRO	Texas Red Oak	Quercus buckleyi	50' x 35'	2.0" Cal.	Moderate
Ornamental Trees						
7	ABS	Autumn Brilliance Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	15' x 15'	1.5" Cal.	Moderate
6	FAM	Flame Amur Maple	Acer ginnala 'Flame'	18' x 18'	1.5" Cal.	Moderate
4	PGP	Prairie Gem Pear	Pyrus ussuriensis 'Prairie Gem'	25' x 18'	1.5" Cal.	Moderate
4	WH	Washington Hawthorn	Crataegus phaenopyrum	25' x 20'	1.5" Cal.	Moderate
Evergreen Trees						
7	AP	Austrian Pine	Pinus nigra	50' x 35'	6'	Moderate
17	BP	Bosnian Pine	Pinus heldreichii	20' x 12'	6'	Moderate
Shrubs						
16	AAS	Autumn Amber Sumac	Rhus trilobata 'Autumn Amber'	2' x 5'	5 Gallon	Low
12	AC	Alpine Currant	Ribes alpinum	4.5' x 4.5'	5 Gallon	Moderate
10	ACJ	Alpine Carpet Juniper	Juniperus communis 'Alpine Carpet'	0.5' x 3'	5 Gallon	Low
8	BM	Blizzard Mockorange	Philadelphus lewisii 'Blizzard'	7' x 7'	5 Gallon	Moderate
18	BMS	Blue Mist Spirea	Caryopteris x clandonensis 'Blue Mist'	3' x 3'	5 Gallon	Low
9	CCJ	Calgary Carpet Juniper	Juniperus sabina 'Calgary Carpet'	1.5' x 7'	5 Gallon	Low
6	CHA	Hancock Coralberry	Symphoricarpos x chenaultii 'Hancock'	2' x 4'	5 Gallon	Moderate
16	CSC	Creeping Western Sand Cherry	Prunus besseyi Pawnee Buttes	1.5' x 5'	5 Gallon	Low
11	DBC	Dwarf Black Chokeberry	Aronia melanocarpa 'Morton'	3' x 3'	5 Gallon	Moderate
16	DKL	Dwarf Korean Lilac	Syringa meyeri 'Palibin'	5' x 5'	5 Gallon	Low
20	DN	Dwarf Ninebark	Physocarpus opulifolius 'Nanus'	5' x 5'	5 Gallon	Moderate
20	DRA	Dwarf Russian Almond	Prunus tenella	3.5' x 3'	5 Gallon	Low
11	FB	Fernbush	Chamaebatiara millefolium	4' x 4.5'	5 Gallon	Very Low
10	FOR	Forsythia	Forsythia 'Sunrise'	5' x 5'	5 Gallon	Moderate
34	FSP	Froebel Spirea	Spirea japonica 'Froebelii'	3.5' x 3'	5 Gallon	Moderate
58	GMC	Greenmound Currant	Ribes alpinum 'Green Mound'	3.5' x 2.5'	5 Gallon	Moderate
8	IBJ	Icee Blue Juniper	Juniperus horizontalis 'Monber'	0.5' x 6'	5 Gallon	Low
13	KOR	Knock Out Rose	Rosa x 'Knock Out'	2.5' x 2.5'	5 Gallon	Moderate
21	LP	Lodense Privet	Ligustrum vulgare 'Lodense'	2.5' x 3.5'	5 Gallon	Moderate
6	LPL	Leadplant	Amorpha canescens	3' x 3'	5 Gallon	Very Low
29	LMS	Limemound Spirea	Diervilla rivulairs Kodiak Orange	2.0' x 2.5'	5 Gallon	Low
46	MMV	Mini Man Viburnum	Viburnum burejaticum 'Mini Man'	5' x 5'	5 Gallon	Low
51	MSB	Marlene Snowberry	Symphoricarpos x doorenbosii 'Ariso'	3' x 2'	5 Gallon	Moderate
11	MV	Mohican Viburnum	Viburnum lantana 'Mohican'	7' x 7'	5 Gallon	Moderate
6	PCL	Bright Pink Canadian Lilac	Syringa x prestoniae 'Miss Canada'	8' x 7'	5 Gallon	Moderate
33	PFR	Pink Flower Carpet Rose	Rosa flower carpet pink	2' x 2'	5 Gallon	Moderate
17	PLN	Purple Leaf Ninebark	Physocarpus opifolius 'Diablo'	7' x 7'	5 Gallon	Moderate
8	SM	Snowbelle Mockorange	Philadelphus x 'Snowbelle'	3.5' x 3.5'	5 Gallon	Moderate
34	SS	Saskatoon Serviceberry	Amelanchier alnifolia	7' x 7'	5 Gallon	Moderate
3	SWN	Summerwine Ninebark	Physocarpus opifolius 'Summerwine'	5' x 5'	5 Gallon	Moderate
4	TBB	Turkeston Burning Bush	Euonymus nana turkestanicus	2.5' x 3.5'	5 Gallon	Moderate
54	THB	Tall Hedge Buckthorn	Frangula alnus 'Columnaris'	10' x 3.5'	5 Gallon	Moderate
60	TLS	Three Leaf Sumac	Rhus trilobata	4' x 4'	5 Gallon	Low
20	WFR	White Flower Carpet Rose	Rosa 'Noaschnee'	1.75' x 2.5'	5 Gallon	Moderate
62	WSC	Western Sand Cherry	Prunus besseyi	5' x 5'	5 Gallon	Moderate
8	YFC	Yellow Flowering Currant	Ribes aureum	5' x 5'	5 Gallon	Moderate

CONTINUED ON SHEET 9

QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	MATURE SIZE (HxW)	SIZE	WATER USE
PERENNIALS						
154	BAG	BLUE AVENA GRASS	HELICTOTRICHON SEMPERVIRENS	2.5' x 2.0'	1 GALLON	LOW
81	BBG	BLONDE AMBITION BLUE GRAMA	BOUTELOUA GRACILIS 'BLONDE AMBITION'	2.5' x 1.5'	1 GALLON	VERY LOW
47	BC	BLUE CATMINT	NEPETA FAASSENII 'SELECT BLUE'	1.5' x 1.5'	1 GALLON	LOW
24	MNS	MAYNIGHT SALVIA	SALVIA NEMOROSA 'MAINACHT'	2.0' x 1.5'	1 GALLON	LOW
9	ISG	INDIAN STEEL INDIAN GRASS	SORGHASTRUM NUTANS 'INDIAN STEEL	6' x 2.5'	1 GALLON	LOW
60	KFG	FEATHER REED GRASS	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	4' x 2'	1 GALLON	MODERATE
103	LBG	LITTLE BLUESTEM GRASS	SCHIZACHYRIUM SCOPARIUM 'THE BLUES'	3' x 1.5'	1 GALLON	LOW
78	VMG	VARIEGATED MAIDEN GRASS	MISCANTHUS SINENSIS 'VARIEGATUS'	4.5' x 3.5'	1 GALLON	MODERATE
29	WDL	WHITE DAYLILLY	HEMEROCALLIS 'JOAN SENIOR'	1.5' X 1.5'	5 GALLON	LOW

1. Other than various grasses and forbes, existing vegetation is non-existent; therefore, preservation of existing vegetation shall not be required.
2. 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.
3. 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 Town of Fort Lupton Landscape Standards and Specifications. Field changes to these plans are to be approved by the Town 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 Town of Fort Lupton.
4. 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.
5. Proposed park and open space areas will be private and maintained at homeowners expense by a mandatory metro district.
6. 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.
7. 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.
8. All areas disturbed by construction shall be adequately re-vegetated so as not to leave any bare ground.
9. 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.
10. 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"
11. 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.
12. Sod within parks shall be Turf Master TM EnviroTurf. All other sod, including ROW lawns shall be Turf Master TM Nature's Prairie.
13. All fencing shall be as indicated on the landscape plans and details.

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.



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.

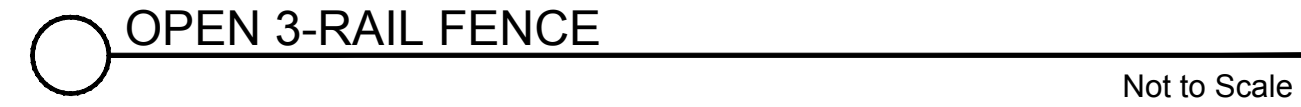
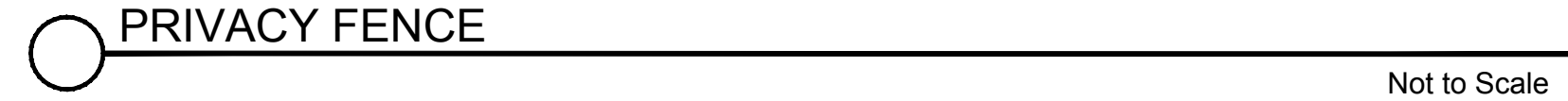
25% ***Sheep Fescue***
Bunchgrass with germination in 14-21 days.
Well adapted to most soil conditions and is great for soil erosion control and low maintenance mixtures.

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.

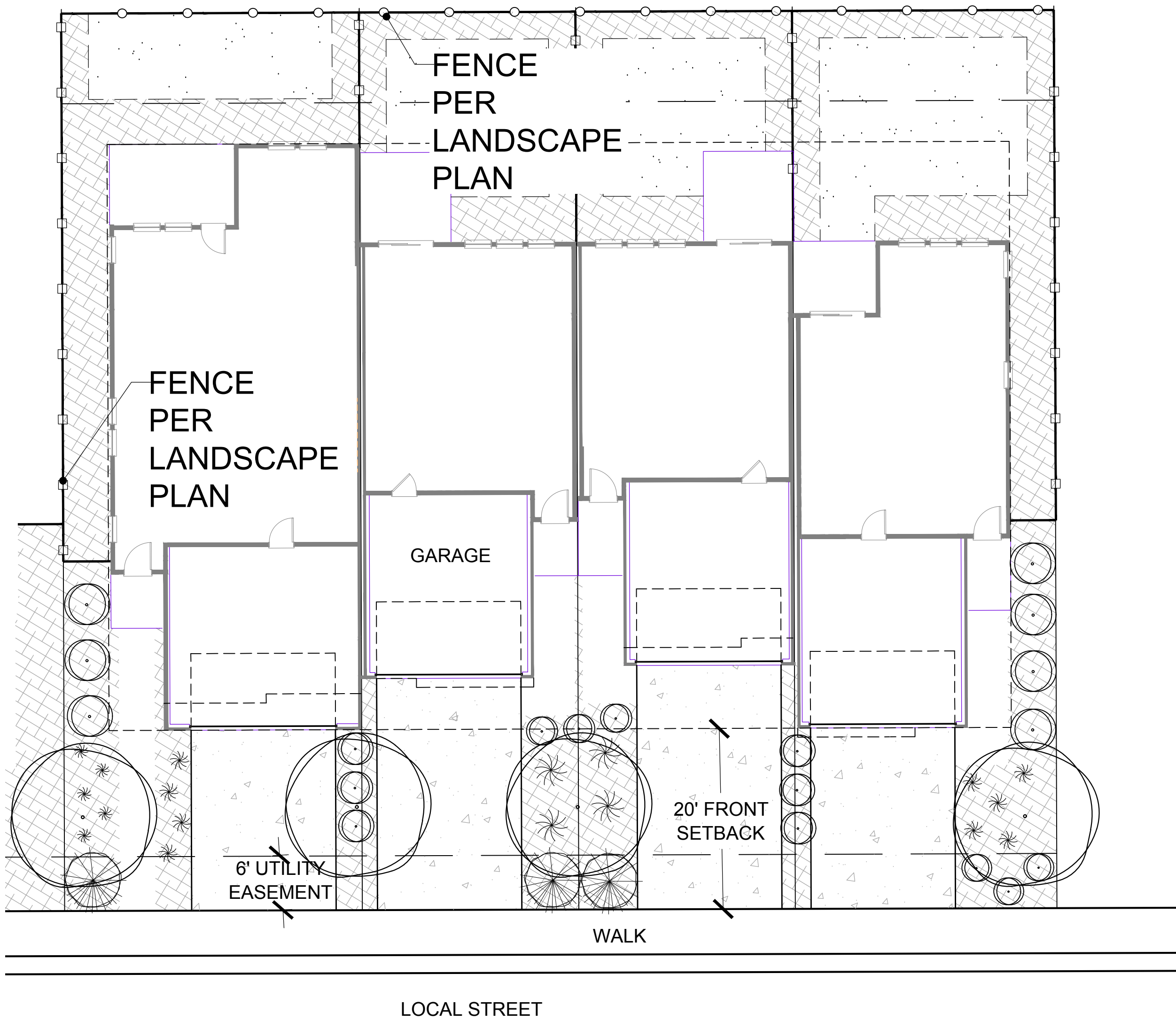
10% ***Canada Bluegrass***
Sod-forming grass with germination in 14-21 days.
Resistant to drought and some salinity. It is used to reclaim disturbed area such as gravel pit cut roads, roadsides, and mines.

1. Non-irrigated native seed grass to be crimped at time of installation to facilitate growth.
2. All brands furnished shall be free from such noxious seeds as Russian or Canadian Thistle, Coarse Fescue, European Bindweed, Johnson Grass, Knap Weed and Leafy Spurge.
3. The seeder shall furnish to the owner (or contractor) a signed statement certifying that the seed furnished is from a lot that has been tested by a recognized laboratory. Seed which has become wet, moldy, or otherwise damaged in transit or in storage will not be acceptable. Seed tickets shall be provided to the Town upon request.
4. If the seed available on the market does not meet the minimum purity and germination percentages specified, the installer must compensate for a lesser percentage of purity or germination by furnishing sufficient additional seed to equal the specified product. The tags from the seed mixes must be approved by the town prior to application.
5. The formula used for determining the quantity of pure live seed (pls) shall be (pounds of seed) x (purity) x (germination) = pounds or pure live seed (pls).
6. Permanent seed mix shall be used unless otherwise approved by the town. The use of temporary nursery crop in permanent and low grow mixes is prohibited.
7. All areas to be seeded shall have native topsoil spread to a depth of at least 6 inches (loose depth).
8. Soil amendments shall be in compliance with the Town's landscape regulations. Minimum soil amendments shall be 3 cubic yards of organic matter per 1,000 square feet of seeded areas, and shall be tilled to a minimum depth of 6 inches.
9. Soil is to be thoroughly loosened (tilled) to a depth of at least 6 inches prior to seeding. The top 6 inches of the seed bed shall be free of rocks greater than 4 inches and soil clods greater than 2 inches. Seeding over any compacted areas that haven't been thoroughly loosened shall be rejected. Seed beds shall be free of weeds.
10. If the installer demonstrates to the town that it is not possible to drill seed, seed is to be uniformly broadcast at two times the drilled rate, then lightly harrowed to provide a seed depth of approximately 1/4 inch, then rolled to compact, then mulched as specified above.
11. Seeding shall be completed within 30 days of initial exposure or 7 days after grading is substantially complete in a given area (as defined by the town). This may require multiple mobilizations for seeding.

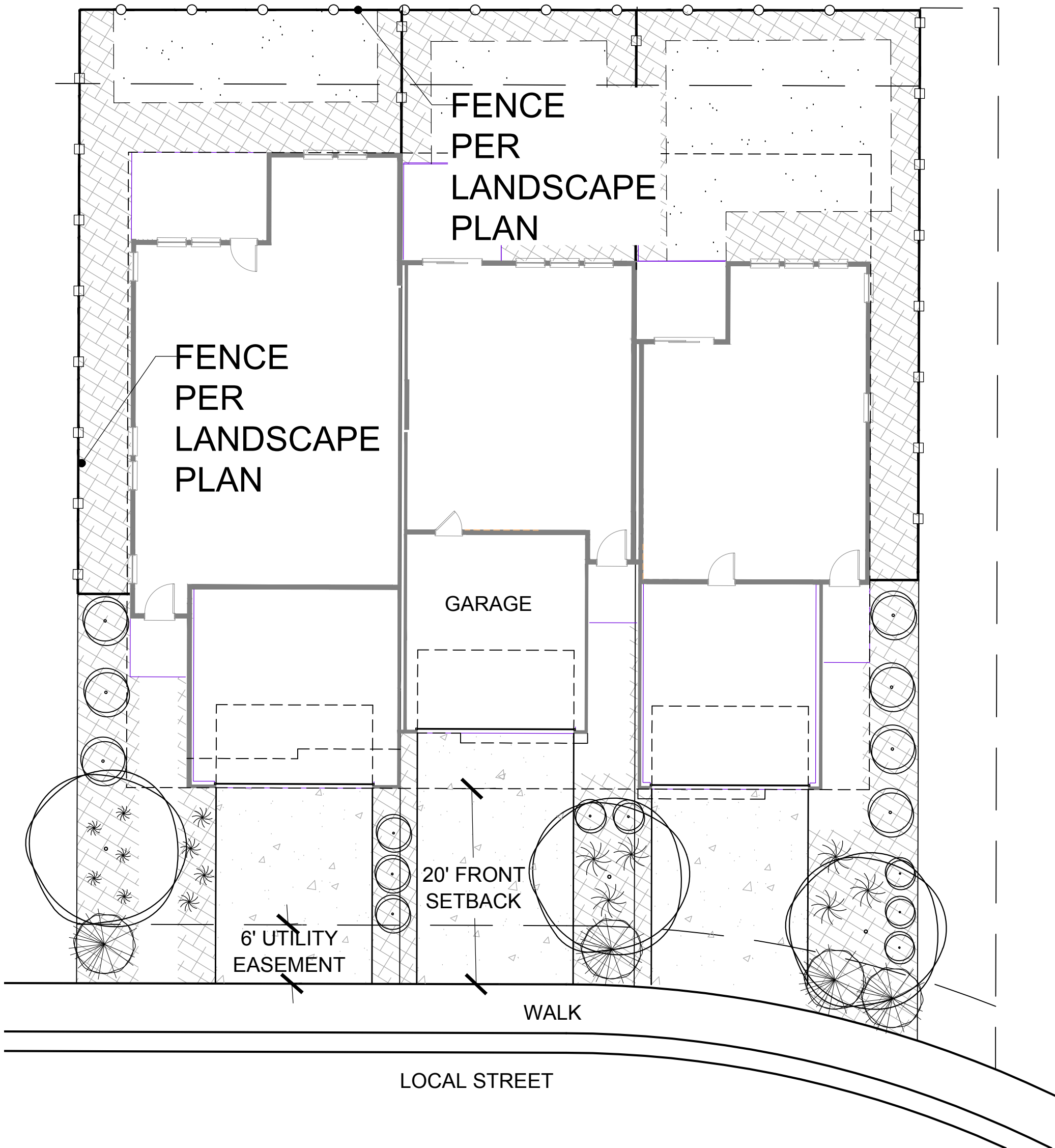


LANDSCAPE REQUIREMENTS				
	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED
86 LF BUFFER (1 SHADE, 1 ORN., 1 EVG TREE/50LF)	6	6	N/A	N/A
308 LF PARK (1 TREE/30LF OF STREET FRONTAGE)	11	11	N/A	N/A
418 LF STREETS (1 TREE/35LF)	12	14	N/A	N/A
TOTAL	29	31	N/A	N/A

4-PLEX



3-PLEX



RESIDENTIAL LOT LANDSCAPE REQUIREMENTS				
	TREES REQUIRED (1 TREE/ 40 LF)	TREES PROVIDED	SHRUBS REQUIRED (1 SHRUB/ 5 LF)	SHRUBS PROVIDED
4-PLEX				
FRONT YARD	4	4	28	28
3-PLEX				
FRONT YARD	3	3	24	24

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

The developer or assigns (builder) shall provide:

- Frontyard landscaping and automatic irrigation system for each home per the above chart.
- Backyard landscaping and automatic irrigation system for each residential lot.
- A minimum of 50% live material between the front of the house and the curb unless approved by the town.
- 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.
- Turf in the backyard may be substituted with artificial turf upon HOA approval.

TYPICAL LOT YARD LANDSCAPE
SCALE: 1" = 10'

RECOMMENDED LOT TYPICAL
PLANT LIST

RECOMMENDED TREES FOR FRONT YARD

- AUTUMN BRILLIANCE SERVICEBERRY
- AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'
- CANADA RED CHOKECHERRY
- PRUNUS VIRGINIANA 'SHUBERT'
- JAPANESE TREE LILAC
- SYRINGA RETICULATA
- NANNYBERRY VIBURNUM
- VIBURNUM LENTAGO
- THORNLESS COCKSPUR HAWTHORN
- CRATAEGUS CRUS-GALLI INERMIS
- WASHINGTON HAWTHORN
- CRATAEGUS PHAENOPYRUM

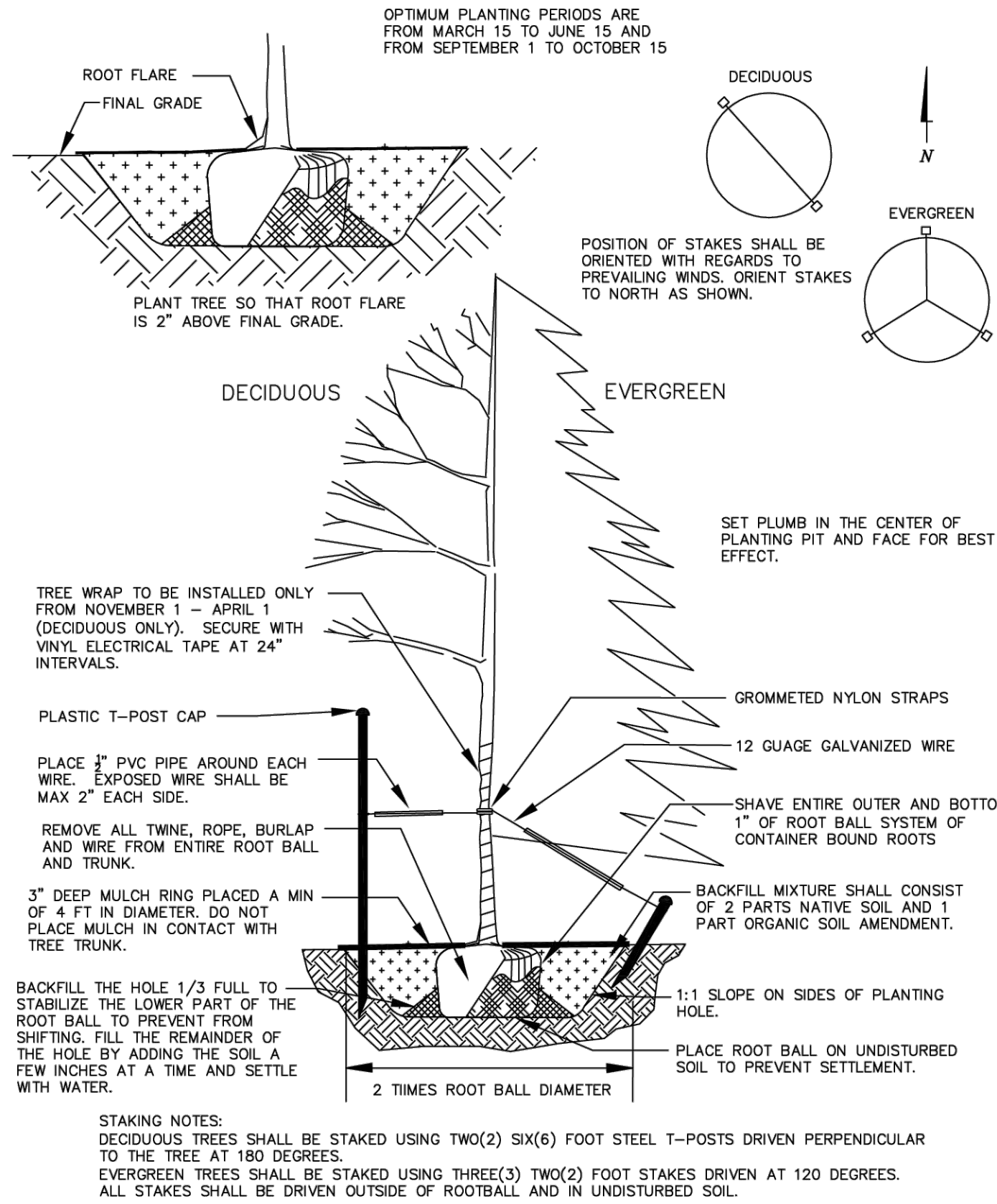
NOTE:
ALL RECOMMENDED SHRUBS SHALL BE A MINIMUM OF 5 GAL. CONTAINER SIZE AT TIME OF PLANTING AND ALL GRASSES SHALL BE A MINIMUM OF 1 GAL. CONTAINER SIZE AT TIME OF PLANTING.
EVERY THREE TO FIVE LOTS SHOULD NOT REPLICATE THE SAME DESIGN; ENSURING THAT FRONT YARDS ARE NOT REPEATED WITH THE SAME LANDSCAPE PALETTE OF PLANTS OR ACTUAL DESIGN WITHIN A CERTAIN AREA.

RECOMMENDED SHRUBS FOR FRONT,
REAR AND SIDE YARDS

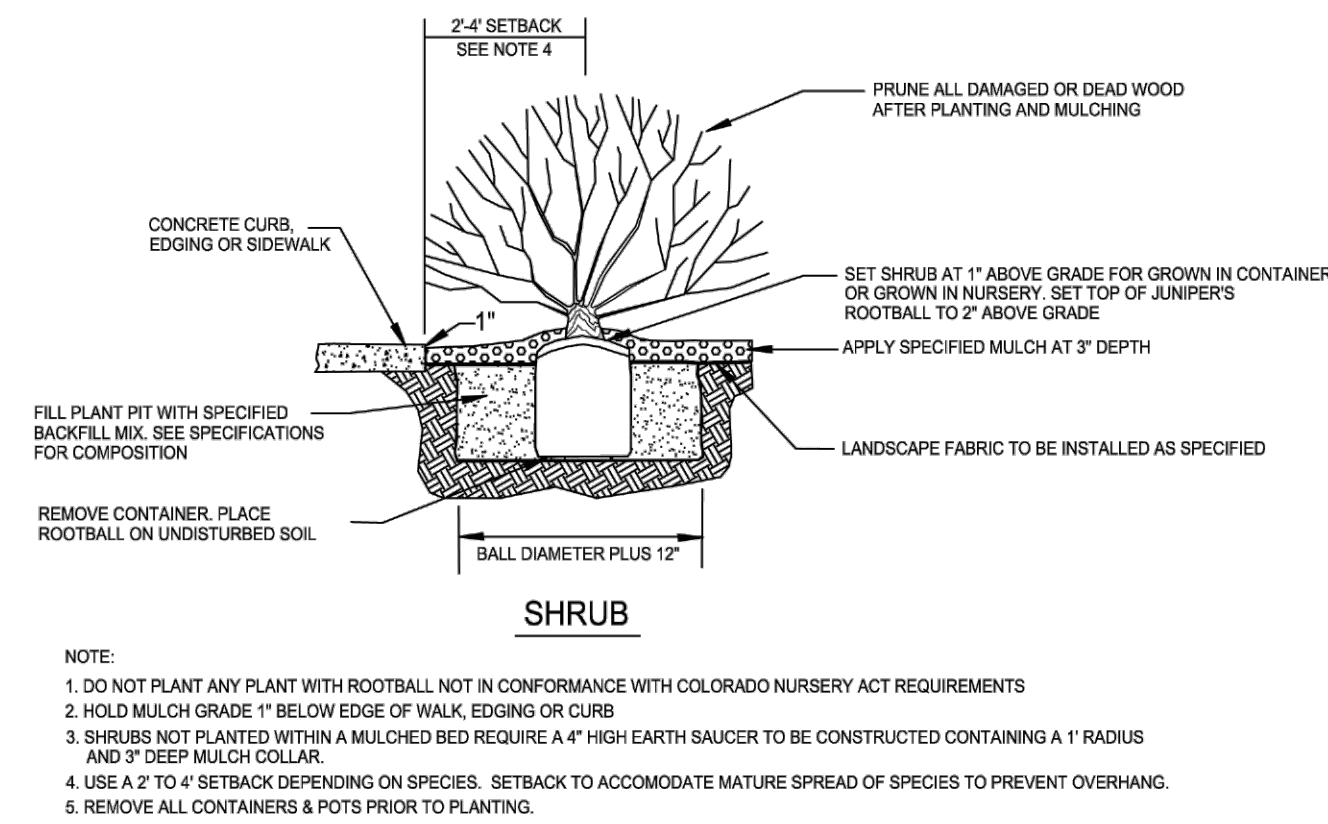
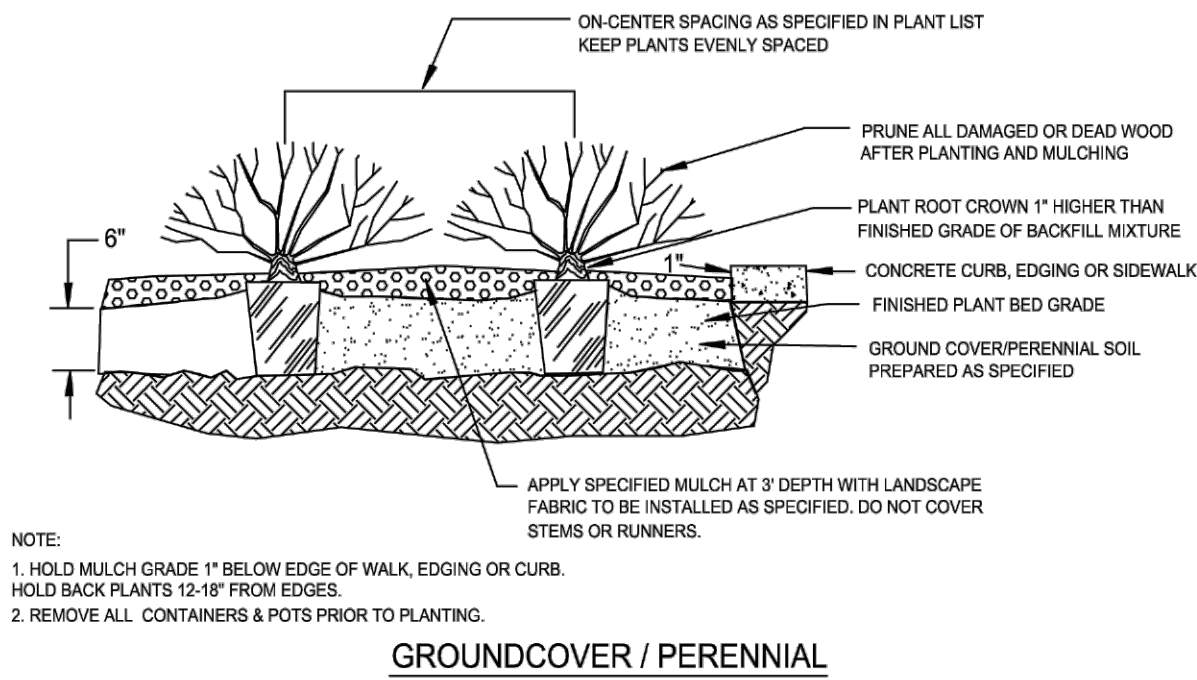
- BLUE MIST SPIREA
- CARYOPHERIS X CLANDONENSIS
- COMPACT AMERICAN CRANBERRY
- VIBURNUM TRILOBUM 'BALLEY COMPACT'
- KELSEY'S DOGWOOD
- CORNUS SERICEA 'KELESY'
- RUSSIAN SAGE
- PEROVSKIA ATRIPILICFOLIA
- SASKATOON SERVICEBERRY
- AMELANCHIER ALNIFOLIA
- WESTERN SAND CHERRY
- PRUNUS BESSEYI
- BAR HARBOR JUNIPER
- JUNIPERUS HORIZONTALIS 'BAR HARBOR'
- BROADMOOR JUNIPER
- JUNIPERUS SABINA 'BROADMOOR'
- BUFFALO JUNIPER
- JUNIPERUS SABINA 'BUFFALO'
- BLUE GRAMA GRASS
- BOUTELOU GRACILIS
- FEATHER REED GRASS
- CALAMAGROSTIS ACUTIFLORA 'KARL FORESTER'
- MAIDEN GRASS
- MISCANTHUS SINENSIS
- 'GRACILLIMUS'

LEGEND

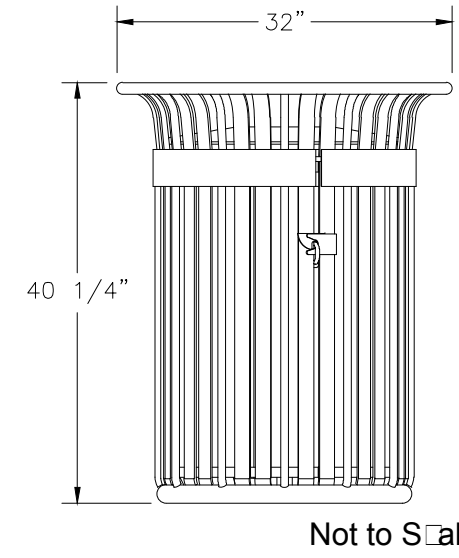
- SHADE TREE
- ORNAMENTAL TREE
- DECIDUOUS SHRUB
- EVERGREEN SHRUB
- ORNAMENTAL GRASS
- SOD
- 1 1/2" ROCK MULCH
- PRIVACY FENCE
- OPEN RAIL FENCE
- STEEL EDGER



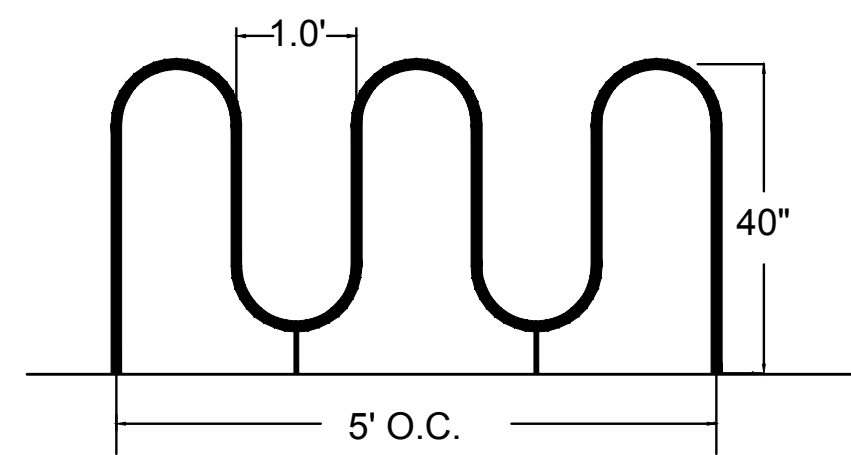
A TREE PLANTING
NOT TO SCALE



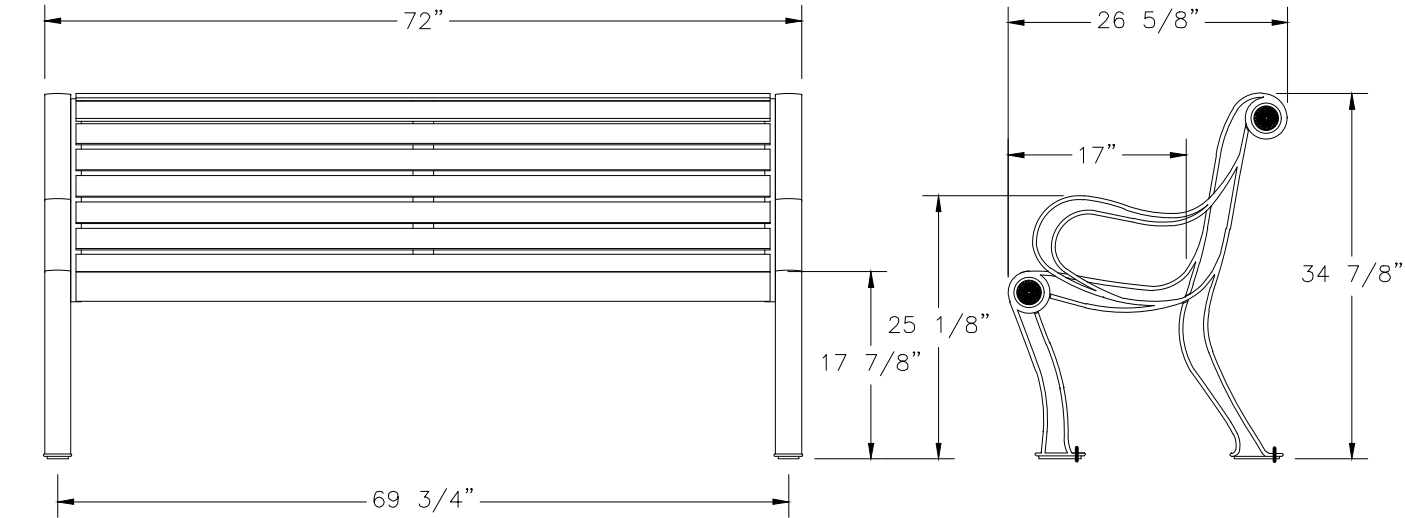
B SHRUB PLANTING
NOT TO SCALE



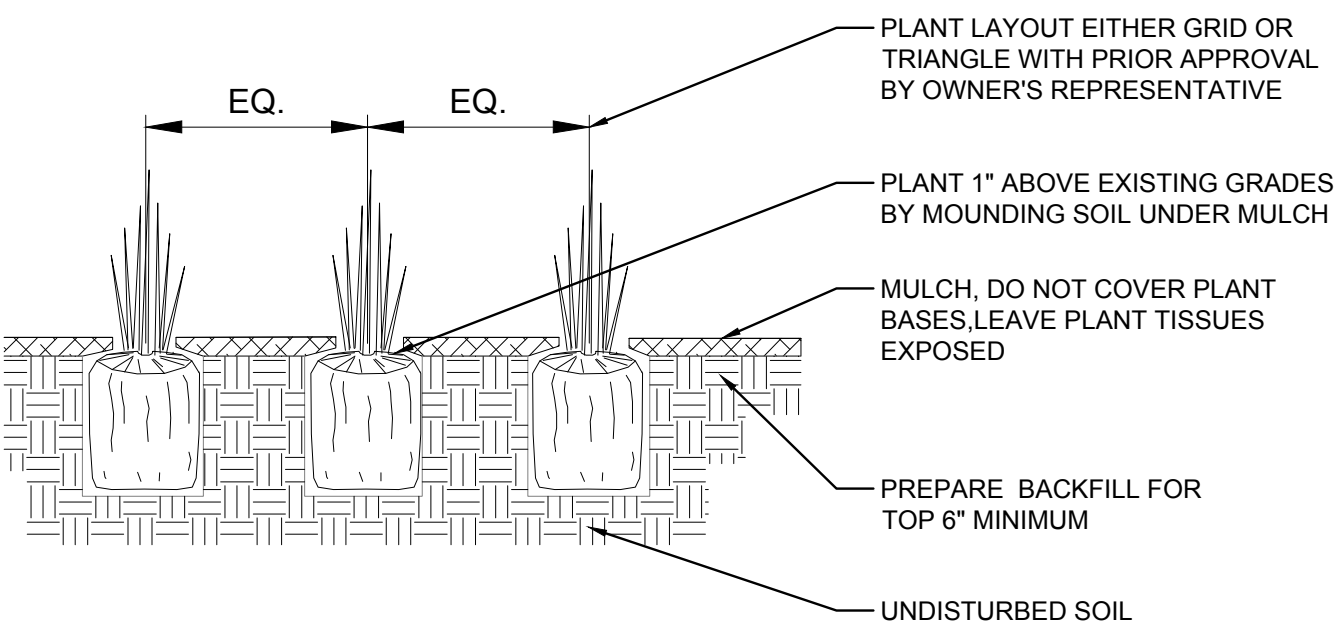
C TRASH RECEPTACLE
MANUFACTURER: WABASH VALLEY
MODEL: TJ3F43I
COLOR: CHARCOAL



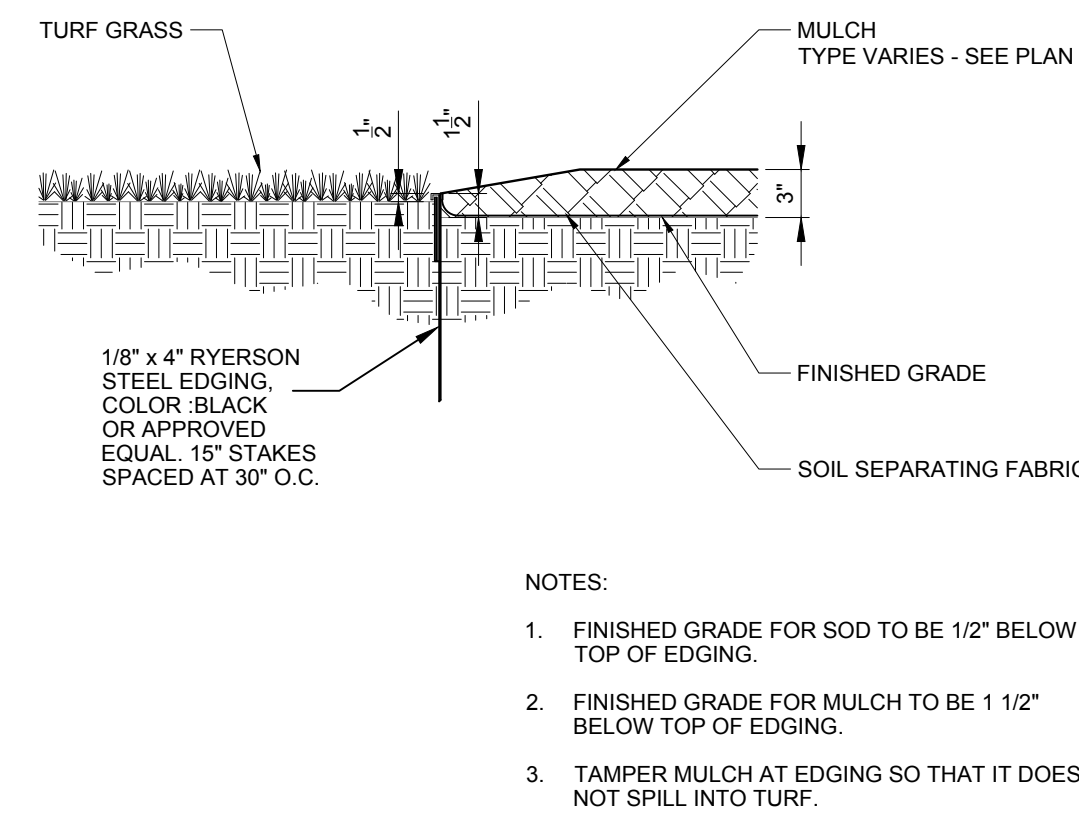
D BICYCLE RACK
MANUFACTURER: WABASH VALLEY
MODEL: BRK538I
COLOR: CHARCOAL



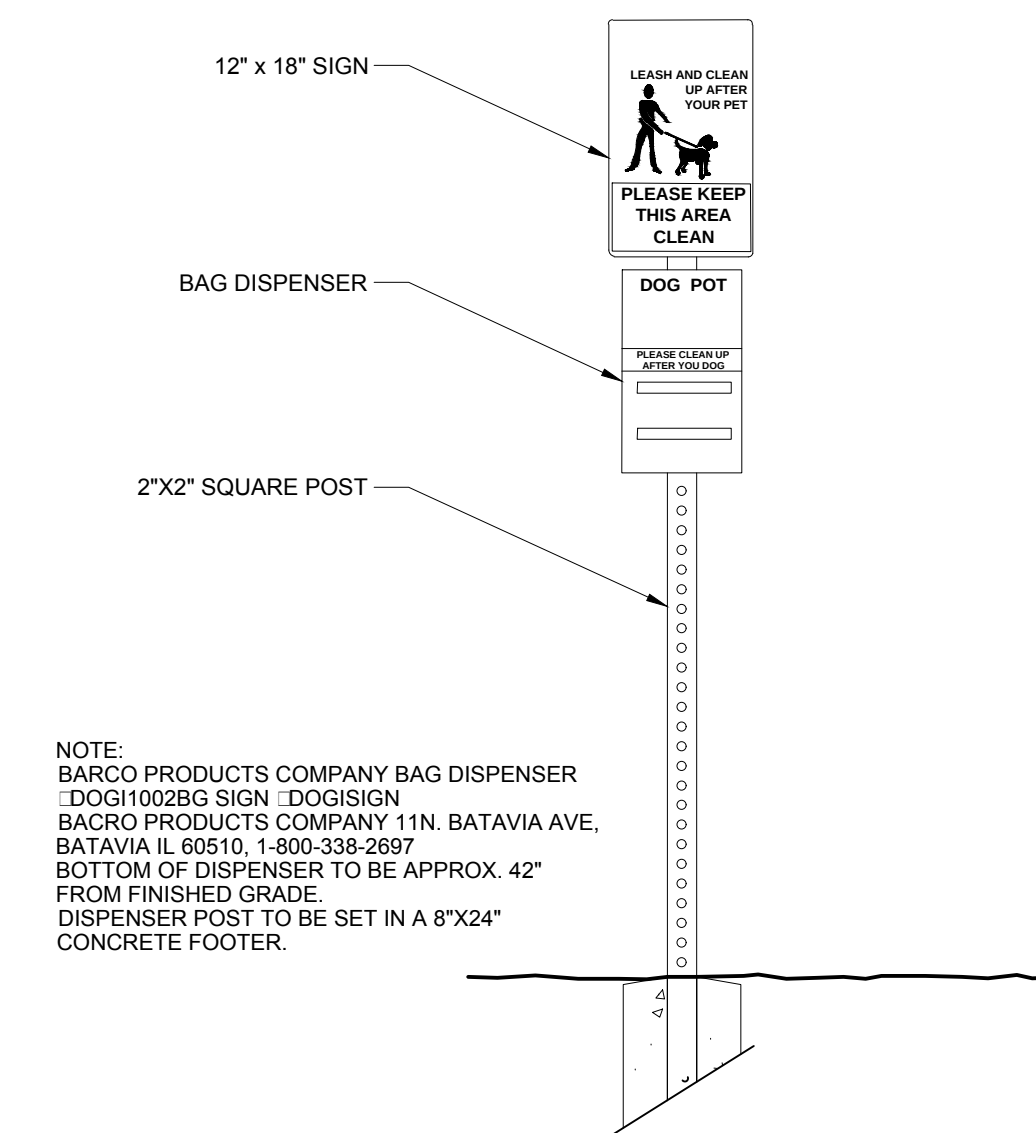
E BENCH
MANUFACTURER: WABASH VALLEY
MODEL: BU1119C
COLOR: CHARCOAL



F PERENNIAL PLANTING
NOT TO SCALE



G EDGING
SCALE: 1"=1'-0"



H DOG STATION
SCALE: 3/4"=1'-0"

PROJECT NO.	10032-003	DATE	NO.	NOTES
DATE	2023-11-14	1	1ST SUBMITTAL	
DATE	2024-01-22	2	2ND SUBMITTAL	
DATE	2024-06-25	3	3RD SUBMITTAL	
DATE				
DATE				
DATE				
DATE				
DATE				
DATE				
DATE				





SUBJECT FOR DISCUSSION

Accepting a Public Improvements Agreement with Kinney Commercial Ventures for the Extension of Water, Storm, and Driveway Access

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Kinney Commercial Venture submitted the Site Plan for development of Kinney Commercial Ventures Site Plan (SPR24-009). The developer is required to construct certain public improvements (the "Improvements") as a condition of site plan approval for the development. Section 17-23(c) of the City of Fort Lupton Municipal Code requires that a Public Improvement Agreement for the public improvements be executed by the Developer and the City and recorded in the office of the Weld County Clerk and Recorder. The total cost of the water line improvements paid by the developer is \$154,205.00 that will become a City asset following final acceptance by the City.

FINANCIAL CONSIDERATIONS

Not applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve Agreement with Kinney Commercial Ventures.
- Do not approve the Agreement

STAFF RECOMMENDATIONS

Staff recommends approving Agreement with Kinney Commercial Ventures.

Attachments:

- a. Public Improvements Agreement
- b. Exhibit A Opinion of Probable Cost

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694

Fax: 303.857.0351

www.fortluptonco.gov

PUBLIC IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ **2024**, by and between the **CITY OF FORT LUPTON**, a municipal corporation, in the County of Weld, State of Colorado, hereinafter referred to as the "City," and **Kinney Commercial Ventures.**, hereinafter referred to as "Developer", together referred to as the "Parties".

WHEREAS, Kinney Commercial Ventures submitted the Site Plan for development of Fort Lupton CR 27 RV/Boat Storage Parcel Number 147120102002 (the "Plan") on 07/11/2024, (Plan Nos. SPR24-009) which Plan depicts the proposed project (the "Development") to be constructed by the Developer on the property depicted on the plan, which is the "Subject Property"; and

WHEREAS, Developer is required to construct certain public improvements (the "Improvements") as a condition of site plan approval (SPR24-009 approved July 11, 2024) for the Development; and

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

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

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

1.0 GENERAL CONDITIONS

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

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

1.3 Construction Standards. Developer shall construct all Improvements required by this Agreement, in accordance with plans and specifications approved in writing by the City, in conformance with all applicable codes and ordinances as adopted by the City, and in full conformity with the City's construction specifications applicable at the time of actual construction.

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

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

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

1.7 Testing and Inspection.

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

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

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

(d) All work shown on the Improvements plans requires inspection by the City. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m. During the hours listed above and except as otherwise provided for in advance, inspections shall be scheduled a minimum of three (3) business days in advance.

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

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

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

2.0 OFFSITE INFRASTRUCTURE IMPROVEMENTS

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

2.2 The Offsite Improvements are summarized as follows: Water Line 8" PVC C900 from CR 8 south on the west side of the Access Rd including two (1) Hydrant and lateral on the north side of the entrance. 777 lineal feet of Water line 8" PVC C900 in the lot 4 access road soon to be Public Right of Way.

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

3.0 SPECIFICATIONS.

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

3.2 The Offsite Improvements are summarized as follows: Roadway improvements – East Half of the roadway section for Access Road along the west property line frontage. Detached concrete sidewalk 10-feet wide and drainage borrow ditch.

3.3 The improvements shall be coordinated with future improvements by other development requirements along Access Road.

4.0 OTHER REQUIREMENTS

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

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

5.0 MISCELLANEOUS TERMS

5.1 Permit Fees. Building permit fees for Street Assessment Infrastructure and Storm Drainage Fee may be deferred until issuance of Certificate of Occupancy. The amount of the fees will be included in the Public Improvements Bond in paragraph 2.1, at one hundred percent

(100%) of the required fee payment. The Certificate of Occupancy will not be approved until payment of these Building Permit Fees.

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

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

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

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

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

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

DEVELOPER: Kinney Commercial Ventures.
 14081 Milwaukee Street
 Thornton, CO 80602

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

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

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

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

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

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

5.12 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of this Agreement is held to be violative of city, state or federal laws and hereby rendered unenforceable, either party, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

Exhibit A

ENGINEER'S OPINION OF PROBABLE COST (PRIVATE/PUBLIC WATER MAIN)

Project Name: Kinney Commercial Ventures **Date:** July 22, 2024
Job Number: SPR24-001 **Prepared By:** BDB
Project Description: Water Main **Checked By:** RRB

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
Private Water Main Improvements				
8" PVC	804.00	LF	\$ 65.00	\$ 52,260.00
6" DIP	180.00	LF	\$ 60.00	\$ 10,800.00
Fire Hydrant Assembly	4.00	EA	\$ 6,525.00	\$ 26,100.00
Fittings	1.0	LS	\$ 6,000.00	\$ 6,000.00
Private Water Improvements Cost				\$ 95,160.00

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
Public Water Main Improvements				
8" PVC	768.00	LF	\$ 65.00	\$ 49,920.00
6" DIP	10.00	LF	\$ 60.00	\$ 600.00
Fire Hydrant Assembly	1.00	EA	\$ 6,525.00	\$ 6,525.00
Fittings	1.0	LS	\$ 2,000.00	\$ 2,000.00
Public Water Improvements Cost				\$ 59,045.00

Private/Public Total \$ 154,205.00

For and on Behalf of Wilson & Company

7/23/2024
Date

Wilson & Company disclaims any responsibility for the accuracy of the costs contained above due to changing prices by competing suppliers. The pricing is an opinion of probable cost associated with the construction of this particular project at the time of preparing the associated construction documents.



SUBJECT FOR DISCUSSION

Approving Payment of Invoices to BearCom for Patrol Vehicle Upfit for an Amount Not to Exceed \$75,000, Allocated from the Police Department's General Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

As part of the budgeted vehicle purchases for 2024, BearCom provided vehicle upfitting for the three new Dodge police vehicles as well as adjustments to three existing vehicles in order to maximize patrol vehicle effectiveness.

FINANCIAL CONSIDERATIONS

Funding is included with the Police Department's Capital Projects budget in the general fund.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Approve payment
2. Do not approve payment

STAFF RECOMMENDATIONS

Staff recommends approving payment to BearCom.

Attachments:

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



SUBJECT FOR DISCUSSION

Adopting an Ordinance Approving the Submission of a Ballot Issue to the Registered Electors at the November 5, 2024, Election Whether to Impose a New Sales and Use Tax Increase by One Half of One Percent (.5%) for the Purposes of Funding the City of Fort Lupton Law Enforcement Services; Setting the Titles and Content of the Ballot for the Election; and Declaring an Emergency

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City has determined that it requires additional revenue to provide law enforcement services. These services would include additional personnel and equipment to ensure the optimal number of police officers are on duty at all times and to support up-to-date policing needs, improve the recruitment and retention of officers, maintain and upgrade technology to improve efficiency and effectiveness of law enforcement services, and strengthen proactive policing efforts to enhance public safety. The City is asking for an increase in .5% in Sales and Use Tax.

The City of Fort Lupton is growing. The vibrant community continues to attract citizens looking for a safe and affordable place to live. Construction on the east end of town continues to add new neighborhoods, which are quickly filled by families living the American dream.

As the population grows, the need for police services increases. Staffing levels are constrained by budget. Unfortunately, property tax can take more than a year before the city receives additional tax revenue to support the increased needs of the community. This revenue must be split between all city services impacted by a growing population. Roads, parks, water, sewer, and other services need to be maintained. Adding police officers can take a year between recruiting, hiring, and training. Coupled with the delay in receiving tax revenue, the city does not realize the additional resources for at least two years after the need is created. The public safety fund bridges the gap and allows the city to respond to growing needs quicker.

Determining an appropriate staffing level factors in the number of calls received, the population, the goals of the city, and the desired level of community engagement. The Department of Justice utilizes numerous metrics to develop guidelines based on population allowing for communities to have sufficient police officers. Mid-year 2023, the estimated population of Fort Lupton was 9619. Based on the Department of Justice numbers, the city should have 4.6 patrol officers for every 1000 residents, although this number drops to 1.7 once the population goes above 10,000. Based on the police departments goals, the city should have 2.5 patrol officers for every 1000 residents. The population is anticipated to exceed 11,348 by the end of 2024. Based on these figures, the Department should have 24 officers allocated to patrol, increasing to 28 by the end of 2024. In actuality, the city has 20 officers and sergeants allocated to patrol. This number is not anticipated to increase for 2025. Combined with staff vacancies, the city currently has half the number of patrol officers needed to effectively respond to the community needs.

To provide the best service to the community, the city must recruit high quality applicants. Recruitment efforts are often expensive: advertising, job fairs, military, and colleges are ways to recruit qualified applicants, but most of these require fees to set-up recruitment booths. Additionally, highly qualified police officers have their pick of employers. The city must be competitive in benefits and salary to attract

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

these applicant's attention. Many applicants look at the quality of the department, evaluating the quality of the equipment and technology employed as well as the morale of staff members.

Police equipment has a limited useful life. Patrol vehicles need to be replaced every four to five years. In addition to the cost of the vehicle, the equipment needed to upfit the vehicle needs to be factored in. In total, the police department budgeted nearly \$500,000 just for vehicles in 2024. Technology and other equipment also have a limited lifespan before it needs to be replaced. Uniforms, RADARs, less-lethal weapons, radios, and body-worn cameras, to name a few, wear out or become antiquated. Equipment has become more expensive and more difficult to acquire. Police effectiveness is increased through the use of technology, adding scientific approach to patrol strategies instead of random patrolling. Camera technology can be utilized to monitor multiple areas at once, even if the patrol officer is in a different location. This allows officers to respond when crimes occur instead of hours later when a victim calls in. Many of these items are out of the reach of the city, which must prioritize needs based on available funding.

Overall, the public safety tax would increase the City's ability to add needed staff positions quicker, recruit high-quality officers to fill the positions, replace aging equipment sooner, develop new technologies to improve crime response and prevention, and increase community engagement efforts.

Pursuant to C.R.S § 29-2-102, because the question of whether to impose a public safety tax for funding of the City of Fort Lupton Law Enforcement Services is an increase in sales and use tax, it must be directed to the registered voters.

If the registered electors approve the "BALLOT ISSUE" question the Council shall enact an implementing ordinance consistent with all of the terms and conditions contained in the Ballot Issue question.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

At the November 1992 general election, the citizens of Colorado adopted a constitutional amendment establishing Article X, Section 20 of the Colorado Constitution, (TABOR) which, among other things, require voter approval for certain exercises of state and local government powers relating to taxation, revenue-raising, spending and the incurrence of debt and other multiple-fiscal year financial obligations. This issue is required to be addressed in this manner by the Taxpayer's Bill of Right's (TABOR)

ALTERNATIVES/OPTIONS

1. Adopt the Ordinance to allow for registered voters to approve or reject the tax.
2. Do not adopt the Ordinance

STAFF RECOMMENDATIONS

Staff seek recommendation.

Attachments: a. Proposed Ordinance

ORDINANCE 2024-11XX

INTRODUCED BY: —

AN ORDINANCE OF THE CITY OF FORT LUPTON APPROVING THE SUBMISSION OF A BALLOT ISSUE TO THE REGISTERED VOTERS VOTING IN THE COORDINATED ELECTION TO BE HELD NOVEMBER 5, 2024, A BALLOT ISSUE TO INCREASE SALES AND USE TAX BY ONE HALF OF ONE PERCENT (.5%) FOR THE PURPOSES OF FUNDING THE CITY OF FORT LUPTON LAW ENFORCEMENT SERVICES; SETTING THE TITLE AND CONTENT OF THE BALLOT FOR THE ELECTION; AND DECLARING AN EMERGENCY

WHEREAS, at the November 1992 general election, the citizens of Colorado adopted a constitutional amendment establishing Article X, Section 20 of the Colorado Constitution, (TABOR) which, among other things, require voter approval for certain exercises of state and local government powers relating to taxation, revenue-raising, spending and the incurrence of debt and other multiple-fiscal year financial obligations; and

WHEREAS, the City of Fort Lupton, Weld County, Colorado (the "City") is a statutory municipality and political subdivision of the State of Colorado (the "State"), duly organized and operating under the Constitution and laws of the State; and

WHEREAS, the City Council may, without receipt of any petition, submit any proposed or adopted ordinance or resolution or any question to a vote of the registered electors of the municipality; and

WHEREAS, pursuant to C.R.S. § 29-2-102, any incorporated town or city may adopt a municipal sales or use tax, or both, by ordinance, but only if the ordinance provides for the submission of the tax proposal to an election by the registered electors of the town or city for their approval or rejection at a regular municipal election or at a special election called for the purpose if no regular municipal election will be held within ninety days after the adoption of the ordinance. The election shall be conducted in the manner provided in the "Colorado Municipal Election Code of 1965", article 10 of title 31, C.R.S.

WHEREAS, the TABOR Amendment permits electors of the City to approve the adoption of new taxes and to authorize the expenditure of revenues from such taxes; and

WHEREAS, the City has determined that it requires additional revenue to provide law enforcement services including additional personnel and equipment to ensure the optimal number of police officers are on duty at all times and to support up-to-date policing needs, improve the recruitment and retention of officers, maintain and upgrade technology to improve efficiency and effectiveness of law enforcement services, and strengthen proactive policing efforts to enhance public safety; and

WHEREAS, the question of whether to impose a public safety tax for funding of the City of Fort Lupton Law Enforcement Services must be directed to the registered voters.

WHEREAS, the form of “BALLOT ISSUE” below is hereby approved and ordered submitted to the voters on November 5, 2024; and

WHEREAS, upon approval of the “BALLOT ISSUE” question by the majority of the registered electors voting thereon, the Council shall enact an implementing ordinance consistent with all of the terms and conditions contained in the Ballot Issue question; and

WHEREAS, the Council finds and determines that it is necessary and desirable to submit to the electors of the City voting at the Coordinated Election to be held on November 5, 2024, the question of increase in Sales and Use Tax within the City.

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

Section 1. An election shall be held on Tuesday, November 5, 2024, at which there shall be submitted to the eligible electors of the City the question on whether to impose a one half of one percent (.5%) Sales and Use Tax for the purposes of funding the City of Fort Lupton Law Enforcement Services, which question shall be in substantial form attached hereto as Exhibit A.

Section 2. The election shall be conducted as a coordinated election in Weld County in accordance with articles 1 to 13 of title 1, C.R.S. (the “Uniform Election Code”), and Intergovernmental Agreements (collectively, the “Intergovernmental Agreement”) between the Board of County Commissioners of the County of Weld, the Weld County Clerk and Recorder (the “County Clerk”) and the City of Fort Lupton.

Section 3. For purposes of C.R.S. § 31-11-111, this Ordinance shall serve to set the title and content for the ballot issues set forth herein and the ballot titles for such questions shall be the text of the questions themselves. Any protest to the ballot titles shall be filed in writing with the City Clerk within five (5) business days following the date of adoption of this Ordinance and shall be resolved thereafter by the City Council following a hearing with published notice.

Section 4. Publication and Ballot Form. In addition to the notice of election required to be published by the Colorado State Statutes, the City Clerk shall also cause to be published a notice stating that written comments for or against the ballot issue, may be filed with the City Clerk on or before 12:00 P.M. (noon) on September 20, 2024, and that a summary of such comments will be distributed to registered voters in accordance with law. The City Clerk is directed to prepare and mail to registered electors, notice concerning the Ballot Issue in accordance with Article X, Section 20, of the Colorado Constitution and other applicable law.

Section 5. Implementation of Tax upon approval of the above Ballot Issue by the majority of the registered electors voting thereon, the Council shall enact an implementing ordinance consistent with all the terms and conditions contained in the above Ballot Issue.

Section 6. Effective Date. Subject to voter approval of the ballot issue at the November 5, 2024 coordinated election.

Section 7. Emergency Declaration. Because of the necessity of submitting this Ordinance to meet the election scheduling demands, an emergency exists, and the provisions of this Ordinance are hereby declared to be necessary to the immediate preservation of the public health and safety, and it shall become effective upon adoption and compliance with the provisions of Section 31-16-105, Colorado Revised Statutes.

INTRODUCED, READ AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 6th day of August, 2024.

PUBLISHED this 15th day of August, 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED by title only this _ day of September 2024.

EFFECTIVE the _ day of __ 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved to Form:

Andy Ausmus, City Attorney

EXHIBIT 'A'

SALES AND USE TAX FOR LAW ENFORCEMENT

SHALL THE CITY OF FORT LUPTON TAXES BE INCREASED BY \$2,867,386 ANNUALLY (WHICH AMOUNT REPRESENTS ESTIMATED REVENUES IN 2026, THE FIRST FULL FISCAL YEAR OF COLLECTION) AND BY WHATEVER AMOUNT IS GENERATED THEREAFTER BY A PUBLIC SAFETY SALES AND USE TAX IMPOSED AT THE RATE OF ONE HALF OF ONE PERCENT (0.5%), BEGINNING JULY 1, 2025, FOR THE EXCLUSIVE SUPPORT OF FORT LUPTON LAW ENFORCEMENT SERVICES (POLICE SERVICES), INCLUDING AMONG OTHER THINGS:

- **ADDING PERSONNEL AND EQUIPMENT TO ENSURE THE OPTIMAL NUMBER OF POLICE OFFICERS ARE ON DUTY AT ALL TIMES AND TO SUPPORT UP-TO-DATE POLICING NEEDS,**
- **IMPROVING RECRUITMENT AND RETENTION OF POLICE OFFICERS,**
- **MAINTAINING AND UPGRADING TECHNOLOGY TO IMPROVE EFFICIENCY AND EFFECTIVENESS OF LAW ENFORCEMENT SERVICES, AND**
- **STRENGTHENING PROACTIVE POLICING EFFORTS TO ENHANCE PUBLIC SAFETY;**

SHALL APPLICABLE PROVISIONS OF THE CITY CODE BE AMENDED BY ORDINANCE OF THE CITY COUNCIL CONSISTENT WITH THIS BALLOT ISSUE AND SHALL SUCH TAX REVENUES AND ANY INTEREST THEREON BE COLLECTED AND SPENT AS A VOTER APPROVED REVENUE CHANGE AND NOTWITHSTANDING ANY REVENUE EXPENDITURE LIMIT CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES__

NO__



Upcoming Events

August 7, 2024	Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m.
September 7, 2024	The Tomato Festival and Market at Trapper Days