



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, September 3, 2024
6:00 PM
130 South McKinley Avenue

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

You may join in person or join remotely by clicking on:
<https://global.gotomeeting.com/join/353347597>

Call to Order

Pledge of Allegiance

Roll Call

Proclamation

a. 2024 Suicide Awareness and Prevention Month Proclamation

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

Approval of Agenda

Review of Accounts Payables

a. September 3, 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. August 20, 2024 City Council Meeting Minutes

b. Second Reading of Emergency Ordinance 2024-1173 Approving the Submission of a Ballot Issue to the Registered Voters to Increase Sales and Use Tax by One Half of One Percent to Fund the City of Fort Lupton Law Enforcement Services

c. AM 2024-150 Approving a Resolution Ratifying the Mayor's Appointment of David Garcia to the Golf Advisory Committee for a Term Beginning September 3, 2024 and Ending December 31, 2025

d. AM 2024-151 Approve Public Works Wastewater Disposal Agreement with Colorado Portables for Disposal of Domestic Wastewater to the City Sanitary Sewer System

e. AM 2024-153 Approve the 2025 Colorado Big Thompson (CBT) Assessment from Northern Colorado Water Conservancy District (NCWCD) for an Amount Not to Exceed \$168,297.55

f. AM 2024-154 Approving a Resolution Ratifying the Mayor's Appointment of the Attached List of Candidates (Exhibit A) to the Community Engagement Ad-Hoc Advisory Committee for a Term Beginning September 3, 2024 and Ending September 31, 2025 and Designating the City Liaison and Ex-Officio for the Committee

g. AM 2024-155 Adopting an Ordinance Accepting the Right of Way Dedication from Brannan Sand and Gravel Co., LLC of Lot 4 of the Thomas Minor Amendment No. 1 Subdivision, also Known as 13600 County Road 8

Information Memorandum

- a. IM 2024-017 Discussion Regarding the Lancaster Crossing Concept Plan

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 2024-148 Adopting an Ordinance Accepting an Annexation Known as the Lancaster Crossing Annexation and Approving the Annexation Agreement
- b. AM 2024-149 Adopting an Ordinance to Initially Zone Land Legally Described in Exhibit A of the Proposed Ordinance, and Known as the Lancaster Crossing Initial Zoning, to the 'A' Agricultural Zone District
- c. AM 2024-146 Adopting an Ordinance Accepting an Annexation Known as the Silver Lining Annexation and Approving the Annexation Agreement
- d. AM 2024-147 Adopting an Ordinance to Initially Zone Land Legally Described in Exhibit A of the Proposed Ordinance, and Known as the Silver Lining Initial Zoning, to the 'A' Agricultural Zone District and R-1 Single-Family Residential Zone District

Action Memorandum

- a. AM 2024-152 Approving a Resolution for a Non-Exclusive Master License Agreement for Fiber Networks with Intrepid Fiber Networks
- b. AM 2024-156 Approve Capital Improvement Project Plans by Jacobs (OMI) Budgeted for 2024 for an Amount Not to Exceed \$241,285.00 from the Utility Fund

Staff Reports

Mayor/Council Reports

Future City Events

- a. September 3, 2024 Upcoming Events

Upcoming Meetings

- a. September 10, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
September 17, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
September 24, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
October 1, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Proclamation

- WHEREAS,** suicide is a complex issue that can affect anyone, regardless of age, gender, race, orientation, income level, or background; and
- WHEREAS,** over 48,000 deaths annually are attributed to suicide; with suicide rates in Colorado ranking 6th nationally, and 66 lives lost to suicide in Weld County during 2023; and
- WHEREAS,** being a trusted person to turn to when someone is feeling isolated or hopeless is one of the most important things we can do to prevent suicide;
- WHEREAS,** actively challenging stigma around mental health and building skills that increase the likelihood of someone feeling safe to open up without fear of shame or judgement is the first step,
- WHEREAS,** because of the collaborative prevention and education efforts of North Range, Suicide Education and Support Services (SESS), Imagine Zero of Weld County, numerous survivors, and community partners, hope exists in Fort Lupton, and
- WHEREAS,** North Range Behavioral Health’s Suicide Education and Support Services (SESS) program supports those who have lost someone to suicide and provides education to Fort Lupton residents that help build critical suicide prevention skills; and
- WHEREAS,** September is recognized as National Suicide Awareness and Prevention Month with the goal of promoting awareness surrounding suicide prevention resources and support available to us and our community; and
- WHEREAS,** we encourage all residents to learn how to talk about mental health; research suicide prevention resources available nationally and throughout Weld County; check in on the wellbeing of your family, friends, and neighbors; and share genuine appreciation for the people in your life by any gesture you deem appropriate.

NOW, THEREFORE, I, Zo Hubbard, Mayor, on behalf of the City Council, do hereby proclaim, the month of September 2024, as “Suicide Awareness and Prevention Month” in the City of Fort Lupton, and call upon the citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of behavioral health, and the need for appropriate and accessible services for all citizens.

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

Zo A. Hubbard, Mayor
03 September 2024

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 08/21/2024 - 09/03/2024

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						
003612	JOHNSON MARK LLC	08/23/2024	Regular	0.00	356.48	103111
INV0001631	Invoice	08/23/2024	Case #2024C030141	0.00	356.48	
000031	ADAMSON POLICE PRODUCTS	08/27/2024	Regular	0.00	828.09	103112
413418CM	Credit Memo	08/01/2024	GF-CREDIT FOR SAMPLES RETURNED TO S...	0.00	-236.66	
413528CM	Credit Memo	08/01/2024	GF-CREDIT FOR RETURNED ITEM-PD	0.00	-35.95	
INV407612	Invoice	08/01/2024	GF-UNIFORMS-PD	0.00	36.00	
INV407641	Invoice	08/01/2024	GF-UNIFORMS-PD	0.00	221.40	
INV419287	Invoice	08/05/2024	GF-UNIFORMS-PD	0.00	314.82	
INV419436	Invoice	08/08/2024	GF-UNIFORMS-PD	0.00	146.65	
INV419783	Invoice	08/14/2024	GF-UNIFORMS-PD	0.00	466.83	
PY091590	Credit Memo	08/08/2024	GF-CREDIT FOR OVERPAYMENT-PD	0.00	-85.00	
002254	ADIDAS AMERICA INC	08/27/2024	Regular	0.00	41.40	103113
6161802904	Invoice	08/12/2024	GF-MERCHANDISE-PLANNING	0.00	41.40	
000040	AFLAC	08/27/2024	Regular	0.00	2,862.54	103114
045901	Invoice	08/01/2024	GF-SUPPLEMENTAL INS FOR AUGUST 2024...	0.00	2,862.54	
002941	AMERITAS LIFE INSURANCE CORP	08/27/2024	Regular	0.00	7,896.82	103115
010-57637-01 D...	Invoice	09/01/2024	GF-DENTAL INS FOR SEPTEMBER 2024-HR	0.00	6,932.48	
010-57637-02 VIS...	Invoice	09/01/2024	GF-VISION INS FOR SEPTEMBER 2024-HR	0.00	964.34	
003524	BEST CLEANER DISPOSAL	08/27/2024	Regular	0.00	574.00	103116
12608	Invoice	08/15/2024	GF-TRASH SERVICE FOR SEPT 2024-FAC	0.00	135.00	
12609	Invoice	08/15/2024	CPR-TRASH SERVICE FOR SEPT 2024-COM...	0.00	85.00	
12611	Invoice	08/15/2024	GF-TRASH SERVICE FOR SEPT 2024-PW SH...	0.00	129.00	
12613	Invoice	08/15/2024	CEM-TRASH SERVICE FOR SEPT 2024-CEM...	0.00	5.00	
12615	Invoice	08/15/2024	GOLF-TRASH SERVICE FOR SEPT 2024-MAI...	0.00	135.00	
12616	Invoice	08/15/2024	GF-TRASH SERVICE FOR SEPT 2024-PARKS	0.00	85.00	
000160	BREAKTHRU BEVERAGE COLORADO	08/27/2024	Regular	0.00	278.38	103117
117257250	Invoice	08/15/2024	GOLF-BEVERAGES-PRO SHOP	0.00	131.00	
117257251	Invoice	08/15/2024	GOLF-BEVERAGES-PRO SHOP	0.00	147.38	
002853	BUCKEYE CLEANING CENTER	08/27/2024	Regular	0.00	465.50	103118
90603227	Invoice	08/05/2024	GOLF-PAPER PRODUCTS, TRASH LINERS, E...	0.00	345.21	
90605381	Invoice	08/12/2024	GOLF-TRASH LINERS-PRO SHOP	0.00	120.29	
002108	CDPHE WATER QUALITY CONTROL DIVISION	08/27/2024	Regular	0.00	13,920.00	103119
WU251171157	Invoice	08/21/2024	Annual Fee for Permit C00021440 WWTF	0.00	13,920.00	
000182	CEM SALES & SERVICE INC	08/27/2024	Regular	0.00	2,543.70	103120
163999	Invoice	08/01/2024	GF-SPA PUMP REPAIR-REC CENTER	0.00	1,385.00	
164125	Invoice	08/02/2024	REC-SPA JET PUMP SEAL KIT-REC CENTER	0.00	497.50	
164150	Invoice	08/08/2024	REC-POOL BECS CHL PROBE-REC CENTER	0.00	406.20	
164224	Invoice	08/14/2024	REC-POOL/SPA CHEMICALS-REC CENTER	0.00	255.00	
000239	CITY OF FORT LUPTON	08/27/2024	Regular	0.00	338.92	103121
CIT#E0022432-1	Invoice	08/09/2024	GF-RESTITUTION, CASE #E0022432-1-COU...	0.00	25.00	
CIT# 133421-1	Invoice	08/09/2024	GF-RESTITUTION, CASE# 133421-1-COURT	0.00	300.00	
CIT#132624-1	Invoice	08/09/2024	GF-RESTITUTION, CASE#132624-1-COURT	0.00	100.00	
FIN2024766	Credit Memo	08/01/2024	GOLF-UNCLAIMED PROP CK#85470 WEST...	0.00	-86.08	
003401	CLUB PROPHET SOFTWARE, LLC	08/27/2024	Regular	0.00	760.00	103122
INV2426532	Invoice	08/01/2024	GOLF-MONTHLY SOFTWARE FEES AUG 20...	0.00	760.00	

Council Check Report

Date Range: 08/21/2024 - 09/03/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000268	COLORADO ANALYTICAL LAB	08/27/2024	Regular	0.00	48.00	103123
240802031	Invoice	08/05/2024	UF-DRINKING WATER TESTING-W LINES	0.00	48.00	
002651	COLORADO COMMUNITY MEDIA	08/27/2024	Regular	0.00	411.25	103124
114063	Invoice	08/01/2024	GF-PUBLIC NOTICE-FIN	0.00	122.53	
118110	Invoice	08/16/2024	GF-LEGAL/PUBLIC NOTICES-	0.00	288.72	
000253	COLORADO DEPT OF PUBLIC HEALTH AND ENVI	08/27/2024	Regular	0.00	115.00	103125
WUJ251171158	Invoice	08/09/2024	SF-ANNUAL PRETREATMENT PERMIT 2024...	0.00	115.00	
000253	COLORADO DEPT OF PUBLIC HEALTH AND ENVI	08/27/2024	Regular	0.00	2,091.00	103126
FGD20240630	Invoice	08/21/2024	UF-Drinking Water Fee Jun2024-Jun2025...	0.00	2,091.00	
000307	COMCAST CABLE COMM, LLC	08/27/2024	Regular	0.00	212.89	103127
0120790 AUG24	Invoice	08/06/2024	GOLF-AUGUST 2024 INTERNET/PHONE SE...	0.00	212.89	
001517	CORE&MAIN LP	08/27/2024	Regular	0.00	15,704.17	103128
U915332	Invoice	08/16/2024	Pressure Reducing Valve @ Mt Sky	0.00	15,704.17	
002672	CREATIVE FABRICATIONS, LLC	08/27/2024	Regular	0.00	999.58	103129
4095	Invoice	08/05/2024	GOLF-CUSTOM T MARKERS-PRO SHOP	0.00	999.58	
001320	DAPHNE'S HEADCOVERS	08/27/2024	Regular	0.00	561.98	103130
0343177-IN	Invoice	08/09/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	561.98	
000370	DEFALCO CONSTRUCTION CO	08/27/2024	Regular	0.00	130,916.91	103131
03	Invoice	08/01/2024	Harrison Ave Reconstruction Phase 2	0.00	130,916.91	
003627	DEREK VALENZUELA	08/27/2024	Regular	0.00	56.18	103132
082124	Invoice	08/21/2024	GF-REIMBURSE FOR PURCHASE W PERSO...	0.00	56.18	
000388	DIGETEK, LLC	08/27/2024	Regular	0.00	3,200.00	103133
39608	Invoice	08/13/2024	Block of 20 hrs Support	0.00	3,200.00	
000442	ESRI INC	08/27/2024	Regular	0.00	15,000.00	103134
94778835	Invoice	08/16/2024	ESri Annual Renewal	0.00	15,000.00	
000567	HIGH COUNTRY BEVERAGE CORP	08/27/2024	Regular	0.00	2,490.60	103135
W-6874537	Invoice	08/12/2024	GOLF-BEVERAGES-PRO SHOP	0.00	1,543.75	
W-6880491	Invoice	08/19/2024	GOLF-BEVERAGES-PRO SHOP	0.00	946.85	
003120	HUDSON LOCKERS, INC	08/27/2024	Regular	0.00	105.00	103136
451	Invoice	08/13/2024	GOLF-ASSORTED SNACKS-PRO SHOP	0.00	105.00	
003626	JERRY BAROS	08/27/2024	Regular	0.00	900.00	103137
082024	Invoice	08/20/2024	CEM-REFUND FOR SALE OF PLOT BACK TO...	0.00	900.00	
000735	LL JOHNSON DISTRIBUTING	08/27/2024	Regular	0.00	2,919.41	103138
1159762-00	Invoice	08/01/2024	GOLF-IRRIGATION PARTS/SUPPLIES-MAINT	0.00	2,304.88	
1160098-00	Invoice	08/01/2024	GOLF-IRRIGATION PARTS/SUPPLIES-MAINT	0.00	614.53	
001630	MEDICAL CENTER OF THE ROCKIES	08/27/2024	Regular	0.00	198.36	103139
073124	Invoice	08/01/2024	GF-BLOOD DRAW-PD	0.00	198.36	
000865	OFFICE DEPOT	08/27/2024	Regular	0.00	372.07	103140
378711663001	Invoice	08/01/2024	GF-PLATES-ADMIN	0.00	51.79	
378712163001	Invoice	08/01/2024	GF-TONER-PW SHOP	0.00	320.28	
001943	PINNACOL ASSURANCE	08/27/2024	Regular	0.00	1,089.68	103141
21791788	Invoice	08/14/2024	GF-WORKER'S COMP DEDUCTIBLES-MISC	0.00	1,089.68	
002493	QUADIENT LEASING USA INC	08/27/2024	Regular	0.00	433.59	103142
Q1452180	Invoice	08/06/2024	GF-QUARTERLY LEASE JUNE 7-SEPT 6, '24-...	0.00	433.59	
000991	SCNS SPORTS FOODS INC	08/27/2024	Regular	0.00	94.40	103143
214251	Invoice	08/12/2024	GOLF-PREPACKAGED FOOD-PRO SHOP	0.00	94.40	

Council Check Report

Date Range: 08/21/2024 - 09/03/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
001624	STATE OF COLORADO	08/27/2024	Regular	0.00	3,371.03	103144
000032815	Invoice	08/15/2024	UF-BILLS/LATE NOTICES JULY 2024-UB	0.00	3,371.03	
001040	STERICYCLE	08/27/2024	Regular	0.00	65.00	103145
8008025381	Invoice	08/01/2024	GF-SHREDDING SERVICES-CITY CL	0.00	30.00	
8008043156	Invoice	08/10/2024	GF-SHREDDING SERVICES (PLANNING OFFI...	0.00	35.00	
001052	SWIRE COCA-COLA, USA	08/27/2024	Regular	0.00	503.34	103146
42839097010	Invoice	08/16/2024	GOLF-PREPACKAGED FOOD-PRO SHOP	0.00	503.34	
001075	THE CONSOLIDATED MUTUAL	08/27/2024	Regular	0.00	154.10	103147
081424A	Invoice	08/14/2024	UF-JULY 24 PERRY PIT DISCHARGE PUMP-...	0.00	61.82	
081424B	Invoice	08/14/2024	UF-JULY 2024 WELL PUMP B-W STOR	0.00	58.54	
081424C	Invoice	08/14/2024	UF-JULY 24 WELL PUMP C- W STOR	0.00	33.74	
001137	UNITED POWER	08/27/2024	Regular	0.00	375.16	103148
10213507 JULY24	Invoice	08/15/2024	GF-ELECTRIC SERVICES JULY 2024 (07/14-...	0.00	375.16	
003398	UNIVERSITY AUTO PARTS	08/27/2024	Regular	0.00	77.11	103149
081324	Invoice	08/13/2024	GF-SERVICE CHARGES-FIN	0.00	3.18	
207487	Invoice	08/01/2024	GF-SERPENTINE BELT/RADIATOR HOSE-ST...	0.00	73.93	
001207	WESTERN DISTRIBUTING INC	08/27/2024	Regular	0.00	93.60	103150
808985	Invoice	08/01/2024	GOLF-BEVERAGES-PRO SHOP	0.00	93.60	
001225	YAMAHA MOTOR CORP	08/27/2024	Regular	0.00	10,798.08	103151
848698	Invoice	08/15/2024	GOLF-MONTHLY LEASE PAYMENT -PRO S...	0.00	10,798.08	
003632	EMILY M PIERCE	08/26/2024	Regular	0.00	596.42	103154
082624	Invoice	08/26/2024	GF-REISSUE PAYROL ACH#7542 08/23/24, ...	0.00	596.42	
000031	ADAMSON POLICE PRODUCTS	09/03/2024	Regular	0.00	1,034.57	103155
INV419767	Invoice	08/14/2024	GF-UNIFORMS FOR MALDONADO-PD	0.00	12.95	
INV419785	Invoice	08/14/2024	GF-QD RAIL SLING ATTACHMENT-PD	0.00	25.60	
INV419912	Invoice	08/16/2024	GF-UNIFORMS FOR GROSSMAN-PD	0.00	61.19	
INV419954	Invoice	08/19/2024	GF-RIPP TRANSPORT BELTS-PD	0.00	934.83	
002254	ADIDAS AMERICA INC	09/03/2024	Regular	0.00	23.70	103156
6161868698	Invoice	08/22/2024	GOLF-UNIFORMS-PRO SHOP	0.00	23.70	
000044	AGFINITY INC	09/03/2024	Regular	0.00	4,413.80	103157
I79470	Invoice	08/22/2024	GOLF-UNLEADED GASOHOL-MAINT	0.00	3,058.52	
I79471	Invoice	08/22/2024	GOLF-FIELDMASTER DYED DIESEL-MAINT	0.00	1,355.28	
003634	AWU CONSULTING, LLC	09/03/2024	Regular	0.00	900.00	103158
101	Invoice	08/01/2024	GF-CONSULTING SERVICES-PD	0.00	300.00	
102	Invoice	08/01/2024	GF-CONSULTING SERVICES-PD	0.00	350.00	
103	Invoice	08/01/2024	GF-CONSULTING SERVICES-PD	0.00	250.00	
003524	BEST CLEANER DISPOSAL	09/03/2024	Regular	0.00	40.00	103159
12647	Invoice	08/27/2024	GF-SEPT 2024 TRASH SERVICE (VET OFFICE...	0.00	40.00	
002939	Bison Ridge Construction LLC	09/03/2024	Regular	0.00	1,500.00	103160
082824	Invoice	08/28/2024	UF-HYD METER DEP REFUND-UB	0.00	1,500.00	
002510	BROOKE SARMIENTO	09/03/2024	Regular	0.00	90.00	103161
2007555.001	Invoice	08/20/2024	REC-BASEBALL REFUND-REC CENTER	0.00	90.00	
002853	BUCKEYE CLEANING CENTER	09/03/2024	Regular	0.00	1,455.08	103162
90607450	Invoice	08/20/2024	REC-PAPER TOWELS, TISSUE-REC CENTER	0.00	331.58	
90608492	Invoice	08/22/2024	REC-SUPPLIES-REC CENTER	0.00	1,123.50	
003478	BUFFALO REFRIGERATION	09/03/2024	Regular	0.00	335.00	103163
1125	Invoice	08/12/2024	GOLF-REPAIRS TO KITCHEN ICE MACHINE-...	0.00	335.00	
000247	CLIFTONLARSONALLEN LLP	09/03/2024	Regular	0.00	207.38	103164

Council Check Report

Date Range: 08/21/2024 - 09/03/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
L241562496	Invoice	08/26/2024	GF-PAYROLL TAX CONSULTING-FIN	0.00	207.38	
000267	COLONIAL LIFE	09/03/2024	Regular	0.00	105.96	103165
78168200901118	Invoice	09/01/2024	GF-SUPPLEMENTAL INS FOR SEPT 2024-HR	0.00	105.96	
002651	COLORADO COMMUNITY MEDIA	09/03/2024	Regular	0.00	35.24	103166
118464	Invoice	08/23/2024	GF-PUBLIC NOTICE-CITY ADMIN	0.00	35.24	
000307	COMCAST CABLE COMM, LLC	09/03/2024	Regular	0.00	789.56	103167
0025494 SEPT24	Invoice	08/18/2024	GOLF-SEPTEMBER 2024 CABLE SERVICE-P...	0.00	42.30	
0117309 AUG24	Invoice	08/14/2024	REC-CABLE/MUSIC (08/14-09/13/24)-REC ...	0.00	279.25	
0164533 SEPT24	Invoice	08/13/2024	GF-INTERNET/PHONE SEPT 2024-PW SHOP	0.00	220.16	
0215335 AUG24	Invoice	08/15/2024	GF-AUG 2024 INTERNET SERVICE (VET OFF...	0.00	247.85	
000340	CUMMINS INC	09/03/2024	Regular	0.00	1,412.00	103168
42-86279	Invoice	08/21/2024	GF-PD GENERATOR MAINTENANCE-FAC	0.00	706.00	
42-86286	Invoice	08/21/2024	GF-CITY HALL GENERATOR MAINTENANCE...	0.00	706.00	
003628	DAVID CHAVEZ	09/03/2024	Regular	0.00	65.00	103169
2007554.001	Invoice	08/19/2024	REC-SHELTER REFUND-REC CENTER	0.00	65.00	
002878	DC DIRTWORKS LLC	09/03/2024	Regular	0.00	95.00	103170
082224	Invoice	08/22/2024	GOLF-BACKFLOW PREVENTER VALVE-PRO ...	0.00	95.00	
003559	DRAKE DUO PRINTS LTD	09/03/2024	Regular	0.00	91.80	103171
1134	Invoice	08/22/2024	GF-STAFF EVENT T-SHIRTS/UNIFORMS-C...	0.00	91.80	
003629	ELIZABETH FLORES	09/03/2024	Regular	0.00	65.00	103172
2007551.001	Invoice	08/19/2024	REC-SHELTER REFUND-REC CENTER	0.00	65.00	
003631	EVERON, LLC	09/03/2024	Regular	0.00	158.51	103173
50576495 SEP24	Invoice	08/01/2024	REC-ALARM/SECURITY MONITORING SEPT...	0.00	158.51	
002011	FRONT RANGE LUMBER COMPANY	09/03/2024	Regular	0.00	33.21	103174
39967/2	Invoice	08/23/2024	GF-FURRING STRIPS-PARKS	0.00	33.21	
000513	G & G EQUIPMENT	09/03/2024	Regular	0.00	11,199.00	103175
152600	Invoice	08/16/2024	Scag Power Equipment - Windstorm Stand...	0.00	11,199.00	
000567	HIGH COUNTRY BEVERAGE CORP	09/03/2024	Regular	0.00	1,215.30	103176
W-6885970	Invoice	08/26/2024	GOLF-BEVERAGES-PRO SHOP	0.00	1,215.30	
000655	JOHN DEERE FINANCIAL	09/03/2024	Regular	0.00	120.98	103177
76236 AUG24	Invoice	08/16/2024	GF- SWITCH FOR 2003 JD FRONT MOWER-...	0.00	120.98	
000735	LL JOHNSON DISTRIBUTING	09/03/2024	Regular	0.00	2,843.66	103178
1160601-00	Invoice	08/14/2024	GOLF-IRRIGATION SUPPLIES/PARTS-MAINT	0.00	2,653.71	
1936845-00	Invoice	08/09/2024	GOLF-BATTERY-MAINT	0.00	189.95	
003616	MGS INC	09/03/2024	Regular	0.00	10,810.00	103179
247961	Invoice	08/16/2024	Parks Department - Big Tex Trailer	0.00	10,810.00	
003316	MIGUEL IRAOLA	09/03/2024	Regular	0.00	600.00	103180
08302024	Invoice	08/30/2024	GF-AUGUST 2024 TRANSLATOR SERVICES...	0.00	600.00	
002782	MOUNTAIN WEST PRODUCTION GROUP	09/03/2024	Regular	0.00	4,280.00	103181
101877	Invoice	08/01/2024	GF-SOUND & STAGE FEE FOR JULY 4TH-C...	0.00	3,480.00	
101878	Invoice	08/01/2024	GF-STAGE FEE-COMM EVENTS	0.00	800.00	
000860	NORTHWESTERN UNIVERSITY	09/03/2024	Regular	0.00	4,800.00	103182
24253	Invoice	08/23/2024	Command College Tuition	0.00	4,800.00	
000865	OFFICE DEPOT	09/03/2024	Regular	0.00	56.73	103183
380451314001	Invoice	08/08/2024	GF-KLEENEX-ADMIN	0.00	56.73	
003545	POINT AND PAY, LLC	09/03/2024	Regular	0.00	50.00	103184

Council Check Report

Date Range: 08/21/2024 - 09/03/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
082224	Invoice	08/22/2024	GF-MONTHLY FEE FOR JULY 2024-PLANNI...	0.00	50.00	
003213	PRAIRIE DOG PROS	09/03/2024	Regular	0.00	600.00	103185
2403	Invoice	08/12/2024	Preairie Dog Control	0.00	600.00	
002493	QUADIENT LEASING USA INC	09/03/2024	Regular	0.00	380.46	103186
Q1463498	Invoice	08/23/2024	GF-QUARTERLY LEASE SEPT 15-DEC14,'24-...	0.00	380.46	
003467	SCHILZ MARTIAL ARTS & KICKBOXING	09/03/2024	Regular	0.00	47.60	103187
AUG24 MARTIAL ...	Invoice	08/14/2024	REC-AUGUST 2024 MARTIAL ARTS-REC CE...	0.00	47.60	
003630	SHANNON STEVENS	09/03/2024	Regular	0.00	65.00	103188
20075552.001	Invoice	08/19/2024	GF-SHELTER REFUND-REC CENTER	0.00	65.00	
001011	SIGNS BY TOMORROW	09/03/2024	Regular	0.00	1,490.00	103189
I-11099	Invoice	08/19/2024	REC-BANNERS FOR FITNESS AREA-REC CE...	0.00	1,490.00	
001022	SOUTHERN GLAZER'S OF CO	09/03/2024	Regular	0.00	370.68	103190
3520065	Invoice	08/21/2024	GOLF-BEVERAGES-PRO SHOP	0.00	370.68	
001035	STANDARD INSURANCE CO.	09/03/2024	Regular	0.00	6,396.48	103191
00 759761 0001 ...	Invoice	09/01/2024	LI, AD&D, LTD, STD Ins Prem	0.00	6,396.48	
001052	SWIRE COCA-COLA, USA	09/03/2024	Regular	0.00	629.08	103192
42955205004	Invoice	08/23/2024	GOLF-PREPACKAGED FOODS-PRO SHOP	0.00	629.08	
002812	THE HUNTINGTON NATIONAL BANK	09/03/2024	Regular	0.00	10,678.08	103193
9005640	Invoice	08/17/2024	GOLF-TORO TURF PACKAGE-MAINT	0.00	10,678.08	
001105	TOSHIBA FINANCIAL SERVICES	09/03/2024	Regular	0.00	2,524.46	103194
536306087	Invoice	08/21/2024	GOLF-COPIER LEASE-	0.00	283.52	
536391733	Invoice	09/01/2024	Copier Lease	0.00	2,240.94	
001201	WELD COUNTY SCH DIST RE8	09/03/2024	Regular	0.00	500.00	103195
082824	Invoice	08/28/2024	GF-DONATION FOR OPERATING/HOSTING...	0.00	500.00	
001224	XCEL ENERGY-GAS	09/03/2024	Regular	0.00	431.15	103196
890814340	Invoice	08/20/2024	GOLF-AUGUST 2024 GAS SERVICE-PRO SH...	0.00	157.30	
891242609	Invoice	08/01/2024	Xcel Gas Bill- Account 53-2035238-1	0.00	273.85	
001195	YODER CHEVROLET LLC	09/03/2024	Regular	0.00	2,388.45	103197
265142	Invoice	08/01/2024	GF-VEHICLE REPAIRS-PD	0.00	2,388.45	
000024	ACE HARDWARE OF FORT LUPTON	08/27/2024	EFT	0.00	147.95	9001676
105019/1	Invoice	08/08/2024	GOLF-FASTENERS, BOOT SCRUBBER-MAINT	0.00	74.14	
105065/1	Invoice	08/12/2024	GOLF-FASTENERS-MAINT	0.00	3.18	
105138/1	Invoice	08/19/2024	GOLF-RAKE, HOSE, SUPPLIES-MAINT	0.00	70.63	
000026	ACTIVE CABLING & COMMUNICATIONS LLC	08/27/2024	EFT	0.00	1,084.22	9001677
203043	Invoice	08/08/2024	GF-CABLES/SUPPLIES-PD	0.00	1,084.22	
001293	AMAZON.COM	08/27/2024	EFT	0.00	5.83	9001678
1KR1-9VMT-PWYK	Invoice	08/05/2024	GF-CHALKBOARD ERASERS-PLANNING	0.00	5.83	
002600	BEARCOM	08/27/2024	EFT	0.00	51,551.19	9001679
135077 CREDIT ...	Credit Memo	04/12/2023	GF-CREDIT MEMO-PD	0.00	-2,120.28	
5521114	Invoice	04/01/2023	GF-INSTALL LABOR-PD	0.00	85.00	
5750362	Invoice	06/28/2024	GF-VEHICLE REPAIRS-PD	0.00	110.04	
5757971	Invoice	08/12/2024	GF-Upfit 3 Patrol Vehicles-PD	0.00	5,248.00	
5758474	Invoice	08/12/2024	GF-Upfit 3 Patrol Vehicles-PD	0.00	20,686.00	
5758475	Invoice	08/12/2024	GF-Upfit 3 Patrol Vehicles-PD	0.00	12,057.94	
5758949	Invoice	08/12/2024	GF-Upfit 3 Patrol Vehicles-PD	0.00	14,860.75	
5768373	Invoice	08/12/2024	GF-Upfit 3 Patrol Vehicles-PD	0.00	375.00	
5768847	Invoice	08/12/2024	GF-Upfit 3 Patrol Vehicles-PD	0.00	248.74	
002122	BURNS & MCDONNELL ENGINEERING CO INC	08/27/2024	EFT	0.00	142,886.09	9001680

Council Check Report

Date Range: 08/21/2024 - 09/03/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
160868-13	Invoice	08/14/2024	UF-ENGINEERING FOR WATER TOWER-UF	0.00	123,754.34	
169164-4	Invoice	08/19/2024	UF-LIFT STATION/FORCE MAIN PROJECT R...	0.00	19,131.75	
000232	CIRSA	08/27/2024	EFT	0.00	447.43	9001681
241659	Invoice	08/16/2024	GF-CIRSA PC PREMIUM FOR ADDITIONS-M...	0.00	447.43	
003166	CODE RED AUDITS, LLC	08/27/2024	EFT	0.00	8,655.10	9001682
INV-CFL-TRLcon-...	Invoice	08/15/2024	Cameras - Waste Water Plant	0.00	8,655.10	
003625	CREATIVE DISPLAYS INC	08/27/2024	EFT	0.00	11,989.00	9001683
59579	Invoice	08/20/2024	GF-Light Pole Christmas Decorations-Misc	0.00	11,989.00	
002723	EAGLE ROCK COMPANY OF COLO	08/27/2024	EFT	0.00	1,660.07	9001684
12934766	Invoice	08/12/2024	GOLF-BEVERAGES-PRO SHOP	0.00	233.60	
12934767	Invoice	08/12/2024	GOLF-BEVERAGES-PRO SHOP	0.00	340.53	
12941710	Invoice	08/13/2024	GOLF-BEVERAGES-PRO SHOP	0.00	286.90	
12941732	Invoice	08/13/2024	GOLF-BEVERAGES-PRO SHOP	0.00	82.20	
12960557	Invoice	08/19/2024	GOLF-BEVERAGES-PRO SHOP	0.00	281.60	
12960558	Invoice	08/19/2024	GOLF-BEVERAGES-PRO SHOP	0.00	270.84	
12961754	Invoice	08/19/2024	GOLF-BEVERAGES-PRO SHOP	0.00	164.40	
000425	ELEVATION COFFEE TRADERS	08/27/2024	EFT	0.00	157.00	9001685
107905	Invoice	08/09/2024	GOLF-COFFEE-PRO SHOP	0.00	157.00	
000455	FASTENAL COMPANY 01COFTL	08/27/2024	EFT	0.00	109.69	9001686
COFTL199946	Invoice	08/01/2024	GF-UNIFORMS (D. BEJARANO)-PW SHOP	0.00	109.69	
000536	GOLF AND SPORT SOLUTIONS LLC	08/27/2024	EFT	0.00	1,554.78	9001687
48411	Invoice	08/08/2024	GOLF-TONS OF PEA GRAVEL-MAINT	0.00	268.99	
48503	Invoice	08/15/2024	GOLF-TONS OF BUNKER SAND-MAINT	0.00	631.88	
48504	Invoice	08/15/2024	GOLF-TONS OF BUNKER SAND-MAINT	0.00	653.91	
000855	NORTHERN COLO CONSTRUCTORS	08/27/2024	EFT	0.00	68,029.50	9001688
2CO	Invoice	08/01/2024	UF- CO#1 Water Meter Replacement- Wat...	0.00	68,029.50	
000862	O'REILLY AUTO PARTS	08/27/2024	EFT	0.00	463.55	9001689
4489-153278	Invoice	08/01/2024	GOLF-BATTERY-MAINT	0.00	143.04	
4489-157001	Invoice	08/01/2024	UF-NITRILE GLOVES-W LINES	0.00	27.99	
4489-158775	Invoice	08/06/2024	SF-NITRILE GLOVES-S LINES	0.00	27.49	
4489-160053	Invoice	08/12/2024	GOLF-TERMINAL, FLUID-MAINT	0.00	93.98	
4489-160400	Invoice	08/13/2024	GF-PART FOR NEW HOLLAND TRACTOR-ST...	0.00	76.05	
4489-160672	Invoice	08/14/2024	GF-TRAINING-PW SHOP	0.00	95.00	
000932	R & M SERVICES	08/27/2024	EFT	0.00	86.37	9001690
10832	Invoice	08/01/2024	GF-VEHICLE MAINTENANCE-PD	0.00	86.37	
000999	SHAMROCK FOODS COMPANY	08/27/2024	EFT	0.00	7,085.40	9001691
31548745	Invoice	08/12/2024	GOLF-FOOD/PREPACKAGED GOODS-PRO ...	0.00	2,621.01	
31561073	Invoice	08/15/2024	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	73.48	
31561074	Invoice	08/04/2024	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	98.84	
31561075	Invoice	08/14/2024	GOLF-FOOD/PREPACKAGED FOODS/BEVE...	0.00	1,676.25	
31568620	Invoice	08/19/2024	GOLF-FOOD/BEVERAGES/PREPACKAGED ...	0.00	2,714.66	
RMA9667474	Credit Memo	08/18/2024	GOLF-CREDIT FOR RETURNED ITEM-PRO S...	0.00	-98.84	
003160	UNITEDHEALTHCARE INSURANCE COMPANY	08/27/2024	EFT	0.00	104,867.66	9001692
259038746593	Invoice	09/01/2024	GF-HEALTH INS FOR SEPTEMBER 2024-HR	0.00	104,867.66	
003142	VORTEX USA INC.	08/27/2024	EFT	0.00	44,370.95	9001693
59565	Invoice	08/01/2024	RC-Vortex Abrio Patio Misting Shade Syst...	0.00	44,370.95	
003580	ABTECH TECHNOLOGIES	09/03/2024	EFT	0.00	2,500.00	9001694
406049S-IN	Invoice	08/21/2024	GF-Dell DM5500 Appliance W/1st yr Store...	0.00	2,500.00	
000024	ACE HARDWARE OF FORT LUPTON	09/03/2024	EFT	0.00	88.70	9001695

Council Check Report

Date Range: 08/21/2024 - 09/03/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
104696/1	Invoice	08/01/2024	GOLF-PARTS/SUPPLIES-MAINT	0.00	88.70	
001820	BADGER METER	09/03/2024	EFT	0.00	19,963.19	9001696
1678572	Invoice	08/23/2024	Now Construction Meters	0.00	19,963.19	
002600	BEARCOM	09/03/2024	EFT	0.00	6,279.00	9001697
5772471	Invoice	08/19/2024	GF-Upfit 3 Patrol Vehicles-PD	0.00	6,279.00	
002835	BRANDING BY BRE	09/03/2024	EFT	0.00	3,100.00	9001698
1285	Invoice	09/01/2024	GF-SOCIAL MEDIA MANAGEMENT-CITY CL	0.00	3,100.00	
000216	CHAMBER OF COMMERCE	09/03/2024	EFT	0.00	300.00	9001699
1263	Invoice	08/22/2024	GF-SEPT 2024 LUNCHEON SPONSOR-EC D...	0.00	300.00	
000361	DBC IRRIGATION SUPPLY	09/03/2024	EFT	0.00	970.00	9001700
55622194.001	Invoice	08/15/2024	GOLF-IRRIGATION SUPPLIES-MAINT	0.00	970.00	
002723	EAGLE ROCK COMPANY OF COLO	09/03/2024	EFT	0.00	388.86	9001701
12984861	Invoice	08/26/2024	GOLF-BEVERAGES-PRO SHOP'	0.00	118.86	
12984862	Invoice	08/26/2024	GOLF-BEVERAGES-PRO SHOP	0.00	270.00	
000455	FASTENAL COMPANY 01COFTL	09/03/2024	EFT	0.00	3.92	9001702
COFTL200233	Invoice	08/21/2024	GF-SUPPLIES/PARTS-PARKS	0.00	3.92	
000597	INSIGHT PUBLIC SECTOR INC	09/03/2024	EFT	0.00	289.16	9001703
1101196957	Invoice	08/22/2024	Adobe "All Apps" for planning Department	0.00	289.16	
000745	LOUIS A GRESH	09/03/2024	EFT	0.00	1,600.00	9001704
AUGUST 2024	Invoice	08/27/2024	GF-ARRAIGNMENT DOCKET FOR AUGUST ...	0.00	1,600.00	
000783	MEANDERING WITH MARY	09/03/2024	EFT	0.00	300.00	9001705
081724	Invoice	08/17/2024	CPR-AUGUST 2024 CASINO TRIP-SENIORS	0.00	300.00	
000862	O'REILLY AUTO PARTS	09/03/2024	EFT	0.00	231.30	9001706
4489-162286	Invoice	08/21/2024	GF-BATTERY, OIL FILTER, OIL-ENG	0.00	231.30	
000999	SHAMROCK FOODS COMPANY	09/03/2024	EFT	0.00	1,388.15	9001707
31587489	Invoice	08/23/2024	GOLF-FOOD-PRO SHOP	0.00	158.59	
31592338	Invoice	08/26/2024	GOLF-FOOD/BEVERAGES/PREPACKAGED ...	0.00	1,229.56	
001101	TODD HODGES DESIGN, LLC	09/03/2024	EFT	0.00	10,763.75	9001708
3621	Invoice	08/25/2024	GF-PLANNING SERVICES AUG 12-25, 2024-...	0.00	10,763.75	
002158	WW BACKHOE & DOZER SERVICES INC	09/03/2024	EFT	0.00	3,062.50	9001709
27832	Invoice	08/28/2024	SST- Grading Services- Streets	0.00	3,062.50	
001265	IRS	08/21/2024	Bank Draft	0.00	430.50	DFT0002453
INV0001626	Invoice	08/21/2024	Federal Withholding	0.00	430.50	
001418	CO DEPARTMENT OF REVENUE	08/21/2024	Bank Draft	0.00	73.00	DFT0002454
INV0001627	Invoice	08/21/2024	CO Withholding	0.00	73.00	
000119	BANK OF COLORADO	08/23/2024	Bank Draft	0.00	6,893.71	DFT0002455
INV0001628	Invoice	08/23/2024	HSA DISTRIBUTION	0.00	6,893.71	
000119	BANK OF COLORADO	08/23/2024	Bank Draft	0.00	610.83	DFT0002456
INV0001629	Invoice	08/23/2024	HSA DISTRIBUTION	0.00	610.83	
001416	VALIC_1	08/23/2024	Bank Draft	0.00	46,110.07	DFT0002457
INV0001630	Invoice	08/23/2024	VALIC - 457(b) \$ Contributions	0.00	46,110.07	
001265	IRS	08/23/2024	Bank Draft	0.00	86,067.98	DFT0002458
INV0001632	Invoice	08/23/2024	Federal Withholding	0.00	86,067.98	
001418	CO DEPARTMENT OF REVENUE	08/23/2024	Bank Draft	0.00	14,594.00	DFT0002459

Council Check Report

Date Range: 08/21/2024 - 09/03/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0001633	Invoice	08/23/2024	CO Withholding	0.00	14,594.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	129	85	0.00	300,147.66
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	154,780.09
EFT's	65	34	0.00	496,380.31
	201	126	0.00	951,308.06

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	129	85	0.00	300,147.66
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	154,780.09
EFT's	65	34	0.00	496,380.31
	201	126	0.00	951,308.06

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	8/2024	824,751.61
999	POOLED CASH/CONSOLIDATED CASH	9/2024	126,556.45
			951,308.06

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
August 20, 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, August 20, 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, Mayor Pro Tem Chris Ceretto, Councilmembers, Bruce Fitzgerald, Carlos Barron, Claud Hanes and Valerie Blackston. David Crespín was absent.

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

PERSONS TO ADDRESS COUNCIL

There was no one to address the City Council.

APPROVAL OF AGENDA

Staff requested to add item c. under the Consent Agenda, AM 2024-154 Approving a Resolution Ratifying the Mayor's Appointment of Sofia Reyes to the Youth Advisory Committee for a Term Beginning August 20, 2024 and Ending August 31, 2025. Staff also requested to add a resolution to item f. under the Action Agenda, AM 2024-143 Approving Changes to City Handbook Policy 218 Regarding City Vehicles.

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the August 20, 2024, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- August 6, 2024 City Council Meeting Minutes
- Approving Award of Contract to Generator Source for an Amount Not to Exceed \$99,533.23 for the Emergency Replacement of the Transfer Switch at the Potable

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
August 20, 2024**

Pump House from the Utility Fund (AM 2024-138)

- Approving Resolution 2024R043 RATIFYING THE MAYOR'S APPOINTMENT OF SOFIA REYES TO THE YOUTH ADVISORY COMMITTEE FOR A TERM BEGINNING AUGUST 20, 2024 AND ENDING AUGUST 31, 2025 (AM 2024-145)

Motion passed unanimously on roll call vote.

PUBLIC HEARING

AM 2024-142 Approve a Resolution for the JJ Kane Site Plan on Lot 4 of the North Land Planned Unit Development for a Building and Fenced Storage Yard Area as a Logistics Center for Items Auctioned in Monthly Online Auctions

Mayor Zo Hubbard opened the public hearing at 6:04 p.m.

Eric Turner, representative with JJ Kane, appeared remotely. City Attorney Andy Ausmus read the connected meeting advisement and Mr. Turner agreed to continue with the hearing.

Zachary Mettler, City Planner, provided an overview of the JJ Kane Site Plan. He stated JJ Kane Associates, Inc. has submitted a request for a site plan consisting of a new 2,400 SF building and fenced storage yard area along with associated parking, drives, and landscape areas. The site will serve as a logistics center for items auctioned in monthly online auctions. Storm drainage generally flows west and north and a proposed onsite detention pond is proposed for water quality and runoff attenuation. Water and sanitary services are proposed to connect to mains located in the public Right of Way along the east side of the site.

The property is located west and adjacent to Northland Drive and approximately .17 miles north of County Road 16 within the Northland PUD. This PUD allows all permitted uses in the Fort Lupton C-1, C-2, I-1 and I-2 Zone Districts. The property is surrounded by vacant land. The proposed site layout includes an access drive to be located near the northern end of the site along the east side. A building with parking is proposed for the northeast corner of the site. A majority of the site will be a gravel storage yard enclosed by proposed fencing. A detention pond is proposed at the northwest corner of the site.

All notification requirements were met, including posting notice of the hearings on the property at least 15 days prior to this public hearing.

Eric Turner presented to Council and informed them about the history of JJ Kane. He also presented images of what their building and core operations look like.

Mayor Hubbard stated there is a business called Copart and she hopes that JJ Kane's operation does not look like theirs. Mr. Turner assured her that their operation will be environmentally

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
August 20, 2024**

responsible. Mayor Hubbard also asked if there will be a place for customers who purchase a vehicle to load? Mr. Turner stated any drop-off or transfers will happen near the fence line. Councilmember Claud Hanes asked if this will be wholesale, retail, or both. Mr. Turner stated it is strictly online auction and it is open to everyone. He stated they have fleet vehicles; however, their core business is utility equipment. Councilmember Chris Ceretto asked about screening. Mr. Turner stated due to the regulations of the PUD they have to have a masonry fence along the front rather than a chain-link fence so they will be putting up a nice cast concrete fence along the roadway.

Mayor Zo Hubbard asked if anyone from the public wished to speak for or against the case. City Administrator, Chris Cross asked what their hours of operation are. Mr. Turner stated they are open from 7:00 a.m. to 5:00 p.m. to receive and pick-up. They do their best to schedule all drop offs. However, if a delivery arrives during the time they are not open, they have an electronic gate that is controlled by an app that will allow the delivery onto the property and off the street.

City Attorney, Andy Ausmus asked Mr. Turner if he had a full and fair opportunity to present all the facts in support of the application to City Council tonight. Mr. Turner responded yes. Mr. Ausmus also asked if there was anything he or the applicant wanted to present in person that he had not had the opportunity to present. Mr. Turner stated no, he is satisfied with his presentation.

Mayor Hubbard closed the public hearing at 6:16 p.m.

It was moved by Bruce Fitzgerald and seconded by Valerie Blackston to approve Resolution 2024R044 FOR THE JJ KANE SITE PLAN ON LOT 4 OF THE NORTH LAND PLANNED UNIT DEVELOPMENT FOR A BUILDING AND FENCED STORAGE YARD AREA AS A LOGISTICS CENTER FOR ITEMS AUCTIONED IN MONTHLY ONLINE AUCTIONS. Motion passed unanimously on roll call vote.

AM 2024-140 Approving an Ordinance of the City of Fort Lupton, Amending Portions of Chapter 16 – Development Code

Mayor Zo Hubbard opened the public hearing at 6:17 p.m.

Sean McDermott, City Planner, provided an overview of the proposed amendments to the development code. He stated all notification requirements have been met. The Fort Lupton Development Code became effective on July 16, 2022. Upon adoption it was determined that periodic updates of Chapter 16 – Fort Lupton Development Code that may change the character or intent as approved by the Ordinance shall be considered by City staff, Planning Commission, and City Council to address issues identified during its implementation. With this in mind, revisions to Chapter 16 that arose as part of a six-month review were approved by City Council

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
August 20, 2024**

on August 15, 2023. About a year later, staff has identified additional changes to be reviewed by Planning Commission and City Council, namely regarding carports and minor accessory structures.

Councilmember Carlos Barron asked if there are carports that are already in place that do not coincide with the new rules, will they be grandfathered in? Mr. McDermott responded stating they will be grandfathered in if they had a permit. Discussion also occurred regarding temporary carports.

Mayor Zo Hubbard asked if anyone from the public wished to speak for or against the case, hearing none, she closed the public hearing at 6:25 p.m.

It was moved by Carlos Barron and seconded by Claud Hanes to approve Ordinance 2024-1174 AMENDING PORTIONS OF CHAPTER 16 – DEVELOPMENT CODE. Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2024-141 Approving an Ordinance of the City of Fort Lupton, Amending Chapter 18, Section 18-57 Amendments to the International Building Code

Staff has identified minor changes to Chapter 18, Section 18-57 of the City's Building Regulations that will help clarify some existing standards and provide more flexibility to Fort Lupton residents. All updates were found to meet the intent of the code and further its objectives and application by the Building Department and Planning Department. The key changes are revising building permit expiration regulations to remove ambiguity, expanding the size requirement for work exempt from a building permit from 120 to 200 square feet, and reducing the timeframe that the City can authorize refunds for permit fees paid per direction from the Finance Director.

It was moved by Chris Ceretto and seconded by Claud Hanes to Approve Ordinance 2024-1175 AMENDING CHAPTER 18, SECTION 18-57 AMENDMENTS TO THE INTERNATIONAL BUILDING CODE. Motion passed unanimously on roll call vote.

Second Reading of the People's Ordinance 2024-1169 An Ordinance Amending Article XII of Chapter 6 and Article IV of Chapter 16 of the Fort Lupton Municipal Code Regarding the Regulation and Licensing of Regulated Marijuana Establishments as Authorized by the Colorado Constitution

City Clerk, Mari Peña, stated the first reading of this ordinance failed and according to Colorado Revised Statutes 31-11-104, if the proposed ordinance is not adopted by the legislative body, the legislative body shall publish the proposed ordinance as other ordinances are published.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
August 20, 2024**

It was moved by Bruce Fitzgerald and seconded by Carlos Barron to accept a motion to deny Second Reading of the People's Ordinance 2024-1169 AN ORDINANCE AMENDING ARTICLE XII OF CHAPTER 6 AND ARTICLE IV OF CHAPTER 16 OF THE FORT LUPTON MUNICIPAL CODE REGARDING THE REGULATION AND LICENSING OF REGULATED MARIJUANA ESTABLISHMENTS AS AUTHORIZED BY THE COLORADO CONSTITUTION. Motion passed unanimously on roll call vote.

Second Reading of the People's Ordinance 2024-1170 An Ordinance Amending Article VIII of Chapter 4 of the Fort Lupton Municipal Code Regarding the Taxation of Regulated Marijuana Establishments

City Clerk, Mari Peña, stated the first reading of this ordinance failed and according to Colorado Revised Statutes 31-11-104, if the proposed ordinance is not adopted by the legislative body, the legislative body shall publish the proposed ordinance as other ordinances are published.

It was moved by Carlos Barron and seconded by Bruce Fitzgerald to accept a motion to deny Second Reading of the People's Ordinance 2024-1170 AN ORDINANCE AMENDING ARTICLE VIII OF CHAPTER 4 OF THE FORT LUPTON MUNICIPAL CODE REGARDING THE TAXATION OF REGULATED MARIJUANA ESTABLISHMENTS. Motion passed unanimously on roll call vote.

Second Reading of Ordinance 2024-1171 Approving the Submission of a Ballot Question to the Registered Voters, a Ballot Question if the City Should Amend Ordinance 2024-1127 and the Municipal Code, to Allow for the Operation of a Limited Number of Licensed Marijuana Establishments Within Specific Zones, Declaring an Emergency, Setting the Title and Content of the Ballot for the Election.

It was moved by Valerie Blackston and seconded by Chris Ceretto to approve the Second Reading of Ordinance 2024-1171 APPROVING THE SUBMISSION OF A BALLOT QUESTION TO THE REGISTERED VOTERS, A BALLOT QUESTION IF THE CITY SHOULD AMEND ORDINANCE 2024-1127 AND THE MUNICIPAL CODE, TO ALLOW FOR THE OPERATION OF A LIMITED NUMBER OF LICENSED MARIJUANA ESTABLISHMENTS WITHIN SPECIFIC ZONES, DECLARING AN EMERGENCY, SETTING THE TITLE AND CONTENT OF THE BALLOT FOR THE ELECTION. Motion passed unanimously on roll call vote.

Second Reading of Ordinance 2024-1172 Approving the Submission of a Ballot Issue Pertaining to a Wholesale Marijuana Excise Tax of 1.5% with the Rate of Taxation Not to Exceed 4%; Declaring an Emergency, Setting the Title and Content of the Ballot for the Election

It was moved by Bruce Fitzgerald and seconded by Valerie Blackston to approve the Second Reading of Ordinance 2024-1172 APPROVING THE SUBMISSION OF A BALLOT ISSUE

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
August 20, 2024**

PERTAINING TO A WHOLESale MARIJUANA EXCISE TAX OF 1.5% WITH THE RATE OF TAXATION NOT TO EXCEED 4%; DECLARING AN EMERGENCY, SETTING THE TITLE AND CONTENT OF THE BALLOT FOR THE ELECTION. Motion passed unanimously on roll call vote.

AM 2024-143 Approving Changes to City Handbook Policy 218 Regarding City Vehicles

The change to the City Handbook would clarify and add language allowing for City owned vehicles to be used for on-call employees and for the use of “qualified nonpersonal use” vehicles as defined by IRS publications. Councilmember Valerie Blackston questioned what the tenure of a Police Officer would need to be in order to take home a vehicle. Chief of Police William Carnes stated during their trial period, only officers who are actively on patrol or the School Resource Officers would be allowed to take home the vehicle, new officers would not. Councilmember Blackston also asked if an Officer would be able to start their shift as soon as they enter the City and not have to go to the station first. Chief Carnes stated yes, the goal is to allow the officer to respond directly to an incident without having to come to the station first.

It was moved by Carlos Barron and seconded by Claud Hanes to approve Changes to City Handbook Policy 218 Regarding City Vehicles. Motion passed unanimously on roll call vote.

AM 2024-139 Approve Change Order to Contract with Burns and McDonnell for Engineering Design Services for the Water Tower Project Design for an Amount Not to Exceed \$1,381,873.00 from the Utility Fund - Water Storage

The Request for Qualifications (RFQ) was advertised January 5, 2023 and selection of consultant following the requirements of the Brooks Act (40 U.S.C. 1101). Burns McDonnell was awarded the contract June 21, 2023 for the engineering services for the Elevated Water Storage project. The purpose of the Phase 1 work involves analyzing the City’s existing potable water distribution system. The ultimate goal of the project is the elimination of the existing pump house at the tank farm and optimizing a plan for the ultimate distribution system. Phase 1 cost = \$249,260.00

We are pursuing a State Revolving Fund (SRF) loan. In order to expedite the design documents required for an SRF application submittal, Phase II engineering services are being contracted at this time. Change Order 1 provided initial design services and documentation (30%) required for the SRF Project Needs Assessment application. Phase 2 cost = \$686,433.00

This Change Order provides engineering design services to complete the design drawings, make application for the SRF and bidding of the project for construction. Design fees for Phase 2 and Phase 3 services is 7% of estimated construction costs. Current estimated project construction cost is \$28,708,000.00.

Submittal deadline for the SRF is January 2025.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
August 20, 2024**

It was moved by Claud Hanes and seconded by Valerie Blackston to approve Change Order to Contract with Burns and McDonnell for Engineering Design Services for the Water Tower Project Design for an Amount Not to Exceed \$1,381,873.00 from the Utility Fund - Water Storage. Motion passed unanimously on roll call vote.

AM 2024-144 Approving Change Order #2 to Contract with Vance Brothers, Inc. for an Amount Not to Exceed \$500,000.00 for the 2024 Crack Seal/Slurry Seal Project from Street Sales Tax Fund

Contract was awarded to Vance Brothers on March 19, 2024. The original bid was intended to fill existing cracks and perform a slurry seal over South Rollie Avenue to seal the surface and place fresh striping south of Hwy 52.

Change Order No. 1 covered quantity overages to prevent delays and complete the work expediently for access to local businesses. Final quantities were not known until after project completion. All quantities were verified by City staff.

Additional streets identified for maintenance include, Applewood Avenue, portions of 9th Street, Elizabeth Court, South Hoover Avenue, and additional streets as funding is available (not to exceed \$500,000.00).

The project was completed in May of this year.

The 2024 Street Sales Tax Fund budget includes \$1,200,000 for the CR 12 railroad crossing improvements. This project will occur now in 2025. \$500,000 of this Capital Improvement Project will be reallocated to the Crack Seal/Slurry Seal maintenance budget.

It was moved by Carlos Barron and seconded by Valerie Blackston to approve Change Order #2 to Contract with Vance Brothers, Inc. for an Amount Not to Exceed \$500,000.00 for the 2024 Crack Seal/Slurry Seal Project from Street Sales Tax Fund. Motion passed unanimously on roll call vote.

STAFF REPORTS

Chief of Police, William Carnes stated September 4th is their Citizen Academy graduation at 6:00 p.m.

City Administrator, Chris Cross stated the ribbon cutting at the Weld County building was well attended. Also, with the expansion of the South Weld County building more services will be available and the license plate area has been upgraded. The Health and Human Services office will be open on Wednesdays and as they grow they will open more days throughout the week.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
August 20, 2024**

MAYOR/COUNCIL REPORTS

Councilmember Valerie Blackston stated tomorrow, August 21, 2024 will be the first meeting for the youth and advisory committee. There is a total of nine members. In September they will vote on the chair and vice chair.

FUTURE CITY EVENTS

September 4, 2024 Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m.
September 6, 2024 Trapper Days Golf Tournament- Coyote Creek Golf Course, 8:00 a.m.
September 7, 2024 The Tomato Festival and Market at Trapper Days

UPCOMING MEETINGS

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.
September 10, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
September 17, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:53 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

ORDINANCE 2024-1173

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

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

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 3rd day of September 2024.

EFFECTIVE (on second reading) the 3rd day of September 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 BEGINNING JULY 1, 2025, 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%), 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__



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of David Garcia to the Golf Advisory Committee for a Term Beginning September 3, 2024 and Ending December 31, 2025

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Terms of all members of all advisory committees shall commence on January 1st of each even year and continue until December 31st of each odd year. The Mayor shall appoint members to all advisory committees to be ratified by the City Council and members so appointed shall serve at the pleasure of the Mayor. As a result, notifications with re-appointment applications were sent to current committee members advising them that their terms will expire December 31, 2023. It was requested that they submit a new application as to their desire regarding continued membership. Notices have been posted on the City of Fort Lupton's webpage soliciting applications for advisory committees.

All voting members of advisory committees shall live within one of the following zones (school district, fire district, or Fort Lupton zip code).

David Garcia has expressed interest in serving on the Golf Advisory Committee.

FINANCIAL CONSIDERATIONS

Not Applicable

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

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

STAFF RECOMMENDATIONS

Staff recommend approving the proposed resolution

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2024Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF DAVID GARCIA TO THE GOLF ADVISORY COMMITTEE FOR A TERM BEGINNING SEPTEMBER 3, 2024 AND ENDING DECEMBER 31, 2025

WHEREAS, David Garcia submitted an application for the Mayor to consider his appointment to the Golf Advisory Committee allowing him the opportunity to serve the City of Fort Lupton.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of David Garcia to the Golf Advisory Committee for a term beginning September 3, 2024, and ending December 31, 2025.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 3RD 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

Approve Public Works Wastewater Disposal Agreement with Colorado Portables for Disposal of Domestic Wastewater to the City Sanitary Sewer System.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City has entered into agreements for the disposal of wastewater to the City's sanitary sewer system by waste haulers in the past (CIVEO, Urgent Services and Black Diamond Pumping). The agreement provides for compliance with the Municipal Codes and Ordinances related to the City's sewer system (Chapter 13, Article I)

The agreement restricts type of waste allowed for disposal and provides a "virtual" sewer service connection and billing structure for the hauler.

Colorado Portables is a local contractor located at 1270 Factory Drive in Fort Lupton, Colorado. The Company's operation is septic tank maintenance and portable toilet maintenance.

Monthly billings include the \$16.60 monthly fee, \$40.00 Reg 85 fee and \$50.00 per load discharged. The truck capacity is 1,500 gallons. The billing structure takes into account an average load of 1,000 gallons per trip. The company cost will average about \$0.05 to \$0.06 per gallon. .

Colorado Portables would like to begin permitted operations immediately.

FINANCIAL CONSIDERATIONS

Monthly billings will range from \$250.00 to \$2,000.00 at full operations to the Utility Fund.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A) Approve the Discharge Permit.
- B) Deny the Permit.
- C) Modify the permit.

STAFF RECOMMENDATIONS

Staff recommends approving Wastewater Discharge Permit with Urgent Septic Services.

Attachments: a. Public Works Agreement - Colorado Portables

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Agreement Wastewater Hauler Services

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **Colorado Portables** (hereinafter "PERMITTEE").

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

1. **SCOPE OF SERVICES.** City will process waste water from collection services as outlined by Permittee.
 - 1.1. **Source of wastewater** - Domestic and Commercial septic systems
 - 1.2. **Quantity per dump cycle** - 1,500 gallons per truck load
 - 1.3. **Maximum dumps per month** - 60

1. **TERM OF AGREEMENT.**

The term of this Agreement shall begin on the Effective Date stated on the Public Works Permit and shall continue until terminated ("Termination Date") by either party. Permittee or City may terminate this Agreement at any time by giving at least a 45-day notice of the Termination Date to the City. From and after the Termination Date, the City will not be obligated to accept wastewater from Permittee. The City may terminate this Agreement for violation of this Agreement or the Wastewater Discharge Permit as provided in Paragraph 3.3 and 3.4. Upon termination for any reason, Permittee shall not be entitled to recover any payments from the City. Termination of this Agreement by the City is not considered to be the same as suspension of services as provided in Paragraphs 2.4.0, 3.3 and 3.4.

2. **WASTEWATER DISPOSAL**

2.1. **Incorporation of City Rules and of Discharge Permit; Exhibit A.**

All City ordinances, Rules and Regulations governing the acceptance and discharge of wastewater are hereby incorporated into this Agreement and any violation of the same shall be a violation of this Agreement. Attached hereto as **Exhibit A** is the Wastewater Discharge Permit, and as such, terms and conditions stated therein are expressly incorporated herein by reference.

2.2. **Entities Allowed to Discharge**

Discharges under this Agreement will only be accepted from Permittee hauling approved Wastewater and which is disposed of in accordance with this Agreement. It is the responsibility of Permittee to implement procedures assuring that the effluent discharged to the City system is Wastewater and the disposal is completed

in full compliance with this Agreement. Permittee assumes all liability for compliance with this Agreement.

2.3. Discharge Site

The Discharge Site is located on City property and is owned by the City. The current manhole location is set forth on Attachment A to Exhibit A, the wastewater discharge permit attached hereto and incorporated herein, which said location is subject to change. Use of the Discharge Site by Permittee will not be exclusive and may be used by the City and by other permittees of the City. Use of the Discharge Site by parties other than Customer shall not unreasonably interfere with Permittee's usage. The City will designate the exact point of the Discharge Site and access service road to the Discharge Site and shall be responsible for the maintenance and operation of the Discharge Site and service road, unless damage to either is caused by Permittee. All operation and maintenance shall be done in accordance with regulation issued by the City from time to time. Operation and maintenance of the Discharge Site and service road does not transfer to Permittee any ownership interests therein.

The City grants to Permittee this license to use the Disposal Site exclusively for the disposal of wastewater as restricted by this Agreement. Discharge into any other part of the City's system is expressly prohibited. In no event shall a discharge by Permittee cause the City to operate the Plant in excess of permitted treatment capacities or in violation of any federal, state or local laws, regulations, permits, rules, ordinances, or the exclusion of use by other customers of the City.

2.4. Fees Paid to City.

City will receive compensation from Permittee for Treatment Charges and all associated laboratory expenses.

2.4.1. Monthly Service Charge. The monthly service charge will consist of a monthly flat charge and Regulation 85 fee as may be adjusted from time to time by City Utility Enterprise Board. Current charges are \$16.60 plus \$40.00 Regulation 85 fee (for 2 SFE commercial use). Usage charge will be based on actual truck loads in each month. Truck capacity will be assessed at 5 cents per gallon assuming each truck is loaded at two thirds capacity (or 1,000 gallons average). Trucks permitted for this agreement are:

<u>Truck ID</u>	<u>Tank Capacity (gal)</u>	<u>Per Load Charge</u>
CKL 090	1,500	\$50.00

Permittee will send monthly load tickets to the City by the 21st of each month. The City will send a bill each month to Permittee reflecting the total truck loads for the prior month and the total monthly service charge. Payment is due by the 20th day of the month in which the bill is sent.

A delinquency charge consisting of an interest rate of 1.5% per month of the outstanding balance and \$15.00 late fee will be assessed against any amount not received by the City on or before the due date. If a billing is more than thirty (30) days past due, the right to discharge effluent to the Discharge Site shall be suspended and no additional effluent shall be accepted until all charges are brought current. In addition, in order to reinstate service, the City may require a cash deposit or other satisfactory security deposit in an amount to be determined by the City but no less than an amount equal to 1.5 times the monthly billing average for the previous six (6) months.

The Monthly Service Charge is calculated based on a discharge with a BOD and TSS concentration of less than 325 mg/L. If testing shows the BOD and TSS to be in excess of the 325 mg/L, additional charges will be imposed by the City as set forth in the attached permit.

2.4.2. Periodic Reports. Permittee shall submit periodic reports as required by this Agreement. Periodic testing will be included in the monthly reports.

3. WASTEWATER CONSISTENCY AND PROHIBITED DISCHARGES

3.1. Wastewater Consistency. The provision of wastewater disposal services under this Agreement is premised upon the condition that Wastewater is generated by domestic only sources and has primary characteristics of residential wastewater with uniform organic loading. No significant change from the domestic only characteristics of the Wastewater is permitted, such as unusual changes in organic loading which may adversely impact the Plant or which results in the need for engineering studies, facility re-permitting, and construction of additional treatment or pre-treatment facilities or any other actions by the City without an amendment to this Agreement. In the event of a change in the character of Wastewater delivered to the Discharge Site, the City shall have the power to suspend services until such time as a resolution can be reached.

3.2. Domestic septage waste is defined as the liquid or solid material removed from a septic tank, cesspool, holding tank, or a similar system that receives only domestic waste (household, non-commercial, nonindustrial sewage). Non-domestic waste may include non-hazardous commercial wastes from the food processing industry, fats, oil and grease of animal or vegetable origin (e.g., from restaurants). Only the wastes described earlier in this paragraph constitute Routine Non-Hazardous Hauled Wastes; all other wastes are considered non-routine and are not covered under the scope of this permit application and/or the Permit.

3.3. Prohibited Constituents. The wastewater shall meet all limits or pollutant characteristics specified in the Wastewater Discharge Permit or as otherwise specified in the City's ordinances, Rules and Regulations, including the General and Specific Prohibitions and specific discharge limits specified in the Rules and Regulations.

3.4. Routine Remedies. Discharge of any pollutant or pollutant parameter that violates the Wastewater Discharge Permit or this Agreement may result in suspension of service or termination of this Agreement or enforcement as outlined in the City's ordinances, Rules and Regulations.

3.5. Emergency Remedies. Where a discharge to the Plant reasonably appears to present an imminent endangerment to the health or welfare of persons, or presents or may present an endangerment to the environment, or threatens to interfere with the operation of the Plant, the City may, without notice, immediately take any steps necessary to halt or prevent the discharge, including suspension of services until the matters are corrected.

4. OWNERSHIP

Nothing in this Agreement shall create in Permittee any right of ownership in or to any of the City improvements, including the Plant and Discharge Site, the capacity thereof, the water utilized by the City attributable to water rights owned by the City in connection with return flows or otherwise, or any other property of the City.

5. LIABILITY AND DISPUTES.

5.1. Compliance with Law. The parties shall comply with all federal, state and local laws, ordinances, rules and regulations which are now, or in the future may become applicable to the parties, to their business or operations, and to services required to be provided under this Agreement.

5.2. Liability. The City shall not be liable for damages arising out of the interruption of operation of the Plant for any reason. 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.

6. LEGISLATIVE INDEPENDENCE AND PARTY AFFILIATION.

This Agreement shall not impair the legal authority of the elected officials of the City to exercise independent judgement with respect to any matter which may come before the City. This Agreement does not create a relationship of joint ventures, partners, or employer/employee between the parties. Neither party shall be liable for obligations incurred by the other and neither party shall have the power to charge to the credit of the other party any obligations incurred in performing this Agreement.

7. MISCELLANEOUS PROVISIONS.

7.1. Effective Date. Upon execution by both parties, this Agreement shall be in full force and effect and be legally binding upon each party. Each party agrees to execute,

approve, and adopt any instruments, documents, and resolutions necessary to effectuate the covenants, terms, conditions, and provisions contained in this Agreement.

7.2. Notices. Billing and notices shall be sent to the business mailing address:

1270 Factory Drive
Fort Lupton, CO 80621

And emailed to:

patrick@coportables.com and kathleen@coportables.com

7.3. Amendment / No Assignment. No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement. Neither City nor Permittee shall assign or transfer interest in this Agreement without the written consent of the other.

7.4. Insurance; Indemnification.

7.4.1. Workers' Compensation And Employer's Liability - This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be not less than:

Workers' Compensation Statutory	
Employer's Liability	\$ 100,000 Each Accident
	\$ 500,000 Policy Limit
	\$100,000 Each Employee

7.4.2. Comprehensive Automobile Liability - - This insurance shall be written in comprehensive form and shall protect the contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on or off site of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired.

The liability limits shall not be less than \$150,000 each person and \$600,000 each occurrence for Bodily Injury; \$600,000 each occurrence for Property Damage; or a combined single limit of \$600,000 each occurrence for Bodily Injury and Property Damage.

7.4.3. **Commercial General Liability** - This insurance shall be written in comprehensive form and shall protect the contractor against all claims arising from injuries to persons other than his employees or damage to property of Metro or others arising out of any act or omission of contractor or his agents, employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by contractor under the indemnification provisions in General Conditions, and "Completed Operations and Products Liability" coverage (to remain in force during the correction period).

The liability limits shall not be less than \$150,000 each person and \$600,000 each occurrence for Bodily Injury and \$600,000 each occurrence for Property Damage, with an annual aggregate of at least \$1,000,000; or a Combined Single Limit of \$600,000 each occurrence for Bodily Injury and Property Damage with an annual aggregate of at least \$1,000,000.

7.4.4. **Indemnification** Permittee shall defend, indemnify and hold the City harmless from any damages caused by negligence, including but not limited loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of Permittee pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

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

7.4.6. **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.

6. COVENANTS, MAINTENANCE AND FACILITIES

City is relying on statements from Permittee regarding source, quantity, operations and schedules. Monthly fee structure shall be reevaluated in the event changes in operations become apparent.

City shall provide a designated receiving manhole at the North Lift Station located in Factory Circle.

Permittee will comply with all regulations imposed by the City in reference to compliance levels approved by the State of Colorado. All waste water delivered to the designated receiving manhole shall comply with current ***Municipal Code Section 13-20. - Use of Public Sewers.***

Permittee shall discharge only allowable liquid waste water in a controlled manner to the designated manhole. Any spilled material on the street surface shall be cleaned up immediately. The manhole cover shall be replaced following discharge to the manhole each delivery cycle.

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

16. **OSHA REQUIREMENTS.** Permittee 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. Permittee 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. Permittee acknowledges and agrees that with respect to the scope of work under this contract, it shall comply with all obligations and assume all responsibilities for it's

17. **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.

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

EXECUTED THIS 3rd DAY OF **SEPTEMBER, 2024.**

CITY OF FORT LUPTON, COLORADO _____ Zo Hubbard Mayor 130 S. McKinley Avenue Fort Lupton, CO 80621	COLORADO PORTABLES: <i>Patrick Maloney</i> _____ BY: <u>Patrick Maloney</u> TITLE: <u>Member</u> _____ 1270 Factory Drive Fort Lupton, CO 80621
---	---



Wastewater Discharge Permit

In compliance with the provisions of the Rules and Regulations of the City of Fort Lupton, CO, herein referred to as the City,

Colorado Portables

(herein referred to as the "Permittee") whose facility is located at 1270 Factory Drive, Fort Lupton, CO 80621 with a mailing address the same,

Is authorized to discharge to the sanitary sewer system in accordance with the effluent limitations, monitoring requirements and other conditions as set forth herein and in the Waste Hauler Agreement No. **2024-03**.

<u>Truck ID</u>	<u>Tank Capacity (gal)</u>	<u>Per Load Charge</u>
CKL 090	1,500	\$50.00

The permit shall become effective on September 10, 2024. This permit shall expire at midnight **September 1, 2026**. If the permittee desires to discharge after the expiration date, the Permittee shall request a permit application form from the City within 90 days of expiration of this permit. The application shall be submitted to the City within 30 days of receipt of the permit application form by the Permittee. This permit is not transferable.

All reports and notifications required by this permit and City's Rules and Regulation shall be made to the address and telephone number below:

City of Fort Lupton
130 S McKinley Avenue
Fort Lupton, CO 80621
303-857-6694

Signed this _____ day of September, 2024.

Roy L. Vestal
Public Works Director

Receipt of this Wastewater Discharge Permit is hereby acknowledged by:

Patrick Maloney
Authorized Representative of the Permittee

8-26-24
Date

I. OUTFALL AND WASTE DESCRIPTION

<u>Outfall</u>	<u>Description and Location</u>
01	The Discharge shall be made at the City's North Lift Station on 1240 Factory Circle, Fort Lupton, CO. These discharges may be made during standard business hours 7 AM to 5 PM Monday through Friday as shown in Attachment A.

Waste Description: The Permittee is authorized to discharge wastewater that is solely domestic waste. The domestic waste is residential and commercial septic systems. The wastewater is generated through the use of showers, sinks, toilets and washing machines. It is collected on sites from septic tanks that are pumped by the Permittee and brought to the discharge location.

At no time shall any waste from the production processes for gasoline or oil and in particular, but not limited to, the process known as Hydraulic Fracturing, being introduced to the wastewater treatment plant.

II. EFFLUENT MONITORING AND LIMITATIONS

a. Dilution Prohibition

The Permittee shall not increase the use of clean water or process water or, in anyway, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with any applicable limitation, standard or requirement.

b. Specific Effluent Limitations

- i. The Permittee shall not discharge wastewater containing any of the materials and substances in excess of the concentration listed in **Section 13-20(c)(20) of Article I, Chapter 13 City of Fort Lupton Municipal Code (attachment B)**

c. Specific Storm Sewer Discharge Prohibitions

Effective immediately, the Permittee shall not discharge or cause to be discharged to a storm drainage facility any material that is not entirely composed of storm water. The discharge of process and domestic wastewaters to the storm sewer is prohibited.

III. SELF-MONITORING

a. Sampling and Analyses

In the event of an irregular pumping operation that causes any doubt that the discharge is anything other than domestic wastewater, the permittee is required to perform collection and to have the analyses of wastewater samples analyzed through a state of Colorado certified laboratory. Samples or measurements shall be representative of the discharge during the sampling

period, representative of normal operating conditions and shall be taken as required.

Sampling and testing shall occur at least once per 6 deliveries to the North Lift Station. All sampling to be done by the contractor, in accordance with established protocols and documented on the load ticket as having been done.

Additional Monitoring to be reported: Results of all additional samples if analyzed by test procedures approved under 40 CFR Part 136, must be submitted as part of the required reports during the reporting period.

Equipment or instrumentation used for self-monitoring must be maintained in good working order and calibrated according to the manufacturer's specifications. Maintenance and calibration records must be kept on site and available for inspection.

b. Violation of Pollutant Limits

A violation of any pollutant limit must be reported to the City within twenty-four (24) hours of:

1. The Permittee's receipt of analytical data from an outside lab: or
2. The result being available to the Permittee when the analysis is performed in-house.

If any sample shows a violation, the permittee shall collect additional samples and analyze for the pollutant parameter(s) that showed the violation. The permittee shall continue this resampling effort on 10 consecutive truck loads delivered for disposal. The sample result shall be submitted to the City within thirty (30) days of becoming aware of the violation.

The permittee shall report all instances of a truck load being rejected or turned away. A report of the reason(s) for rejection shall be submitted with the required report for that month.

These reporting and resampling requirements are not required for samples and measurements taken by the City in accordance with Section II.B.6. of this Permit.

c. Test Procedures and Monitoring Requirements

All pollutant analysis, including sampling techniques, to be submitted as part of a wastewater discharge permit application, report, permit or other analysis required under this shall be performed in accordance with the techniques prescribed in **40 CFR Part 136** and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard.

IV. REPORTING REQUIREMENTS

a. Periodic Compliance Reporting

Except for samples and measurements covered by Section II.B.6. of this Permit, compliance reports containing the following information shall be submitted **Monthly**. The reports are due on or before the 28th of the month following the sampling period. The report must be received by the City at the address designated on Page 1 of this Permit. Monthly report shall be submitted at the end of each month.

Reports shall include:

1. Concentrations and measurements of all parameters for which there are self-monitoring requirements. Legible copies of completed chain-of-custody (COC) forms and laboratory analytical reports for each sample shall be included.
2. A copy of all logs required for that month, including total volume accepted, results of all pH measurements, and the logs for the required visual observations. pH meters shall be calibrated and maintained to ensure that the accuracy of the measurements are consistent with the accepted acceptability of that type of device.
3. Copies of any spills shall be maintained and reported. Information shall include the date, time, and estimated volume. The permittee shall also describe how the remediated spill was remediated and is required to complete all state required spill reporting and documentation under (25-18-10 (19) C.R.S).
4. The following certification statement:
"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
5. If no discharge occurs during the reporting period, "No Discharge" shall be reported.

V. STANDARD CONDITIONS

a. General and Specific Discharge Prohibitions

The Permittee shall not introduce pollutants into the City's POTW which may cause Pass Through or Interference or cause violations of the City's wastewater treatment plant NPDES permit as specified in chapter 13 of the Municipal Code.

b. Changes in Operation

The Permittee shall file a notification to the City a minimum of fourteen (14) days prior to any planned significant change in operation or wastewater characteristics. A significant change shall be a change to, but is not limited to the following:

1. Change in number or type of trucks delivering waste.
2. Any change in the type of waste. The current permit is written to limit the type of waste discharged to the City is solely domestic waste from typical residential type sources.

c. Reports of Potential Problems

- i. In the case of any discharge, including, but not limited to , accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the Permittee shall **immediately** telephone 720-466-6182 and notify the Wastewater Plant Manager of the incident. This notification shall include:
 1. Name of the caller
 2. Date and time of discharge
 3. Date and time discharge was halted
 4. Estimated volume of discharge
 5. Estimated concentration of discharge for any pollutant that may cause a problem
 6. Corrective actions taken to halt the discharge
 7. Method of alternative disposal if applicable
- ii. Within five (5) working days following such discharge, the Permittee shall submit a written report describing the cause(s) of the discharge and the measures to be taken by the Permittee to prevent similar future occurrences. Such notification shall not relieve the Permittee of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the Permittee of any fines, penalties, or other liability which may be imposed pursuant to the City's Rules and Regulation.

d. Accidental Discharge/Slug Discharge Control Plans

- i. The Permittee shall provide protection from accidental discharge or slug loads of pollutants regulated under this permit. The Permittee shall submit a Standard Operation Procedure (SOP) for addressing any spills during waste acceptance and disposal and submit to the City prior to acceptance of any waste. The Permittee shall keep this SOP up-to-date and submit any modification to the City.
- ii. Notice to employees. The Permittee shall train all employees, contractors or others that oversee discharge on proper practices. The Permittee shall keep documentation of this training (date, time, subject matter and employee (contractor) name).

e. Pretreatment Facilities Requirement

Pretreatment Facilities: If the City determines that additional pretreatment is necessary including flow equalization, the Permittee shall provide wastewater treatment as necessary to comply with this Permit and shall achieve compliance with all Pretreatment Standards and Requirements.

Additional Pretreatment Measures: Whenever deemed necessary, the City may require the Permittee to restrict their discharge, relocate and/or consolidate points of discharge, and such other conditions as may be necessary to protect the POTW and demonstrate the Permittee's compliance with the requirements of the Permit.

f. Permit Noncompliance

The Permittee must comply with all conditions of this Permit. Any permit noncompliance constitutes a violation of the City's agreement with the Permittee. Such a violation may result in the immediate suspension and/or revocation of this Permit and an enforcement action, including the imposition of penalties to include a fine of \$1,000 per incident in accordance with Municipal Code Article IV, Section 1-72 and the Permittee will be responsible for any cleanup or additional treatment costs necessary to correct problems caused due to the discharge as well as reimbursement to the City for any fines levied on the City for non-compliance with state statute and damage to equipment. In accordance with Municipal Code Article IV, Section 1-74. Additional Criminal penalties may be imposed if deemed appropriate. If the Permittee is in Significant Noncompliance with applicable Pretreatment Standards and Requirements, the City shall publish the Permittee and facts surrounding the SNC in the Local Fort Lupton, CO newspapers.

Violations that include the introduction of any non-domestic wastes into the wastewater plant will be grounds for immediate termination of this agreement and will incur all fines and penalties listed above.

Specifically introduction of any quantity of Arsenic (as), Cadmium (Cd), Chromium (Cr)(4), Chromium (VI)(4), Copper (Cu), Lead (Pb), Mercury

(Hg), Molybdenum (Mo), Nickel (Ni), Selenium (Se), Silver (Ag), Zinc (Zn), Benzene, or BTEX(3), also listed above in section II-B, will cause a permit violation for the City's wastewater treatment plant and are expressly forbidden by this agreement. Any introduction of these compounds would be grounds for immediate termination of this agreement.

Violations of BOD and/or TSS standards would incur the following penalties

- BOD or TSS between 325 and 500 mg/l will incur an increase from 0.20 cents per gallon to 0.30 cents per gallon
- BOD or TSS between 501 and 1000 mg/l will incur an increase from 0.20 cents per gallon to 0.50 cents per gallon
- BOD or TSS above 1001 mg/l will incur an immediate fine of \$1,000 in addition to the 0.50 cent per gallon charge and could potentially cause a revocation of the Permittee's discharge permit.

g. Federal and/or State Laws

Nothing in this permit shall be construed so to preclude the institution of any legal action or relieve the Permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable federal and/or state law or regulation.

h. Records Management

The Permittee shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this Permit, any additional records of information obtained pursuant to monitoring activities undertaken by the Permittee independent of such requirements, and documentation associated with Best Management Practices. These records shall remain available for a period of three (3) years. This period shall be automatically extended for the duration of any litigation concerning the Permittee or the Mayor, or where the Permittee has been specifically notified of a longer retention period by the Mayor.

i. Duty to Provide Information

The Permittee shall furnish to the Mayor or his duly authorized representative, within a reasonable time, any information which the Mayor or his duly authorized representative may require, to determine whether cause exists for modifying, revoking and reissuing, terminating this permit or to determine compliance with the permit. The Permittee shall also furnish, upon request, copies of records required to be kept by this permit.

j. Right of Entry

Whenever it shall be necessary for the purposes of this Permit and the City's Rules and Regulations, the City Administrator or his designated representative

may at any time and without notice, take samples, observe the Permittee, review logs, inspect all facilities and equipment used by the Permittee, take photographs or copy any records kept by the Permittee related to the activities covered by this Permit.

k. Permit Modification and Revocation

- i. Permit modification: The City Administrator may modify wastewater discharge permit under Section 13 of the Municipal Code.
- ii. Permit revocation: The City Administrator may revoke the wastewater discharge under section 13 of the Municipal Code.

l. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state or municipal laws and regulations.

m. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstances, is held invalid, the application of such provisions to other circumstances and the remainder of the permit shall not be affected thereby.

n. Confidentiality

All records, reports, data or other information supplied by the Permittee as a result of any disclosure required by these Regulations or information and data from inspections shall be available for public inspection.

Effluent data from any User whether obtained by self-monitoring, monitoring by the City or monitoring by any state or federal agency, shall not be considered a trade secret or otherwise confidential. All such effluent data shall be available for public inspection.

EXHIBIT "A" Discharge Point



Location at North Lift Station -





EXHIBIT "A"**Trucked and Hauled Waste Manifest****Trucked and Hauled Waste Manifest**

Instructions: Please print legibly. Complete all blanks in Parts I. Enter all information for each generator where waste was picked-up in Part II. Sign and date the manifest in Part III. Approval will be required prior to discharging any wastes that are not strictly domestic sewage wastes.

Part I Transporter/Permittee: _____ Driver Name: _____ Truck License #: _____ Date of Disposal: _____		
Part II – Waste Generator #1 Name: _____ Address: _____ Date Pumped: _____ Time Pumped: _____ am/pm Size of Tank: _____ gal Amount Pumped: _____ gal Description of Waste: _____	Check One ☐ Domestic only ☐ Grease Interceptor (Food Blends) ☐ Sand Trap ☐ Industrial ☐ Storm Water ☐ Other	
Part II – Waste Generator #2 Name: _____ Address: _____ Date Pumped: _____ Time Pumped: _____ am/pm Size of Tank: _____ gal Amount Pumped: _____ gal Description of Waste: _____	Check One ☐ Domestic only ☐ Grease Interceptor (Food Blends) ☐ Sand Trap ☐ Industrial ☐ Storm Water ☐ Other	
Part II – Waste Generator #3 Name: _____ Address: _____ Date Pumped: _____ Time Pumped: _____ am/pm Size of Tank: _____ gal Amount Pumped: _____ gal Description of Waste: _____	Check One ☐ Domestic only ☐ Grease Interceptor (Food Blends) ☐ Sand Trap ☐ Industrial ☐ Storm Water ☐ Other	
Part III: I certify under penalty of law that this manifest was prepared by me or under my direction or supervision. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I further certify that the wastes covered by this manifest are not hazardous as defined in 40 CFR Part 261. I further certify that all discharges made to the POTW are being made in accordance and in compliance with requirements specified in the applicable ordinance or rules and any issued permit, order, statement of requirements or other authorization to discharge.		
_____ Printed Name Signature of Transporter Date		

EXHIBIT

Fort Lupton Municipal Code - Chapter 13

ARTICLE I - Sewer System

Sec. 13-1. - Definitions.

For purposes of this Article, the following words shall have the meanings ascribed hereafter:

Biochemical oxygen demand (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20°) Centigrade, expressed in milligrams per liter.

Building drain shall mean that part of the lowest horizontal piping of a draining system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.

Building sewer shall mean the extension from the building drain to the public sewer or other place of disposal, also called house connection.

Combined sewer shall mean a sewer intended to receive both wastewater and storm or surface water (not permitted).

Easement shall mean an acquired legal right for the specific use of land owned by others.

Floatable oil is oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

Garbage shall mean the animal and vegetable wastes resulting from the handling, preparation, cooking and serving of foods.

Industrial wastes shall mean the wastewater from industrial processes, trade or business as distinct from domestic or sanitary wastes.

May is permissive - see shall, below.

Natural outlet shall mean any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake or other body of surface or groundwater.

pH shall mean the logarithm of the reciprocal of the hydrogen-ion concentration. The concentration is the weight of hydrogen ions, in grams, per liter of solution. Neutral water, for example, has a pH value of 7 and a hydrogen-ion concentration of the log (1/H +).

Properly shredded garbage shall mean the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (½) inch (1.27 centimeters) in any dimension.

Public sewer shall mean a common sewer controlled by a governmental agency or public utility.

Sanitary sewer shall mean a sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with minor quantities of ground, storm and surface waters that are not admitted intentionally.

Sewage is the spent water of a community. The preferred term is wastewater, defined in below.

Sewer shall mean a pipe or conduit that carries wastewater or drainage water.

Sewer plant investment fee shall mean a fee charged for the privilege of connecting into the City's sewer system.

Sewer tap means an opening or connection in the mains through which wastewater is discharged.

Shall is mandatory - see may, above.

Slug shall mean any discharge of water or wastewater which, in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four-hour concentration, or flows during normal operation, and shall adversely affect the collection system and/or performance of the wastewater treatment works.

Storm drain (sometimes termed storm sewer) shall mean a drain or sewer for conveying water, groundwater, subsurface water or unpolluted water from any source.

Suspended solids shall mean total suspended matter that either floats on the surface of or is in suspension in water, wastewater or other liquids and that is removable by laboratory filtering as prescribed in "Standard Methods for the Examination of Water and Wastewater" and referred to as nonfilterable residue.

Unpolluted water is water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

Wastewater shall mean the spent water of a community. From the stand-point of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with any groundwater, surface water and stormwater that may be present.

Wastewater facilities shall mean the structure, equipment and processes required to collect, carry away and treat domestic and industrial wastes and dispose of the effluent.

Wastewater treatment works shall mean an arrangement of devices and structures for treating wastewater, industrial wastes and sludge. Sometimes used as synonymous with waste treatment plant or sewer treatment plant or wastewater treatment plant or water pollution control plant.

Water requirements means Colorado Big Thompson (CBT) or Windy Gap water shares, or cash-in-lieu of such water shares, required to be conveyed or paid to the City at the time of the development of land. (See Sec. 13-122.)

Watercourse shall mean a natural or artificial channel for the passage of water either continuously or intermittently.

Prior code 12-530-4; Ord. 645 §1, 1993; Ord. 96-698 §1; Ord. 99-739)

Sec. 13-2. - Management of sewer system and wastewater treatment facilities.

The Operations Director is the manager of the sewer system and wastewater treatment facilities for the purpose of management, maintenance, care and operation of the sewer system and wastewater treatment plant.

(Prior code 12-530-1; Ord. 96-698 §1)

Sec 13-3. - Powers of Operations Director; City Administrator.

The Operations Director shall have the immediate control and management of all things pertaining to City sewer system and wastewater treatment facilities, and the Operations Director shall perform all acts necessary for the prudent, efficient and economical management and protection of said sewer system and wastewater treatment facilities. The Fort Lupton Utility Enterprise Board shall have the power, by written resolution, to prescribe such other and further rules and rates as it may deem necessary. Technical services of a qualified engineer may be used in all cases wherein the Operations Director does not have the requisite engineering knowledge and experience to make decisions requiring such technical services. The City Administrator is authorized to promulgate regulations, guidelines and procedures adopted by the Fort Lupton Utility Enterprise Board, consistent with this Code, as are reasonably necessary and appropriate to implement the rules and policies of the Board.

(Prior code 12-530-2; Ord. 96-698 §1; Ord. 99-739)

Sec. 13-4. - Receipts and deposits.

The Finance Director shall keep a correct account of all receipts and materials furnished to consumers and shall collect the same and deposit the proceeds so collected to the credit of the Utility Enterprise Fund in accordance with the direction of the Fort Lupton Utility Enterprise Board.

(Prior code 12-530-3; Ord. 96-698 §1; Ord. 99-739)

Sec. 13-5. - Composition of sewer utility.

All sewer mains and collection lines, sewer lift stations, wastewater treatment plant and appurtenances thereto, machinery, equipment and supplies used by the City to supply its sewer users with service shall be known as the sewer system and wastewater treatment facilities; provided, however, that the sewer service line from the sewer main including the sewer tap saddle or wye, to the structure or property served shall be regarded as the property of the owner of said structure or property served.

(Prior code 12-530-7; Ord. 96-698 §1; Ord. 2015-994 §45)

Sec. 13-6. - Damage to sewer system and wastewater treatment facilities property prohibited.

It shall be unlawful for any person to in any way damage property, equipment or appliances constituting a part of the sewer system and wastewater treatment facilities. It shall be unlawful for any person to cast, place, dump or deposit any substance or material into the sewer system or wastewater treatment facilities which will in any manner injure or obstruct the system or facilities or pollute or contaminate the water.

(Prior code 12-530-8; Ord. 96-698 §1)

Sec. 13-7. - Change of sewer use.

It shall be unlawful for any person to alter, change, enlarge or extend in any manner whatsoever the type of use for which the sewer system was approved by the Operations Director, except as provided herein.

(Prior code 12-530-10; Ord. 96-698)

Sec. 13-8. - Inspections; repairs.

Whenever the Operations Director deems it necessary, the Operations Director may inspect the condition of all pipes and sewer fixtures or the manner in which the sewer is used. The Operations Director shall have the authority to make, or cause to be made, any repairs or alterations to sewer user's service as the Operations Director deems reasonably necessary. The Operations Director shall be vigilant to protect and remedy all abuses or other improper use of sewer.

(Prior code 12-530-6; Ord. 96-698 §1)

Sec. 13-9. - Safety and access.

(a) While performing the necessary work on private properties referred to in Section 13-8 above, the Operations Director or duly authorized employees of the City shall observe all reasonable safety rules applicable to the premises established by the owner or occupant of the premises. The owner and occupant shall be held harmless for injury or death to the City employees, and the City shall indemnify the owner and occupant of the premises against loss or damage to its property by City employees and against liability claims and demands for personal injury or property damage asserted against the owner and occupant of the premises growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the owner and occupant of the premises to maintain safe conditions as required. (b) The Operations Director and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all private properties through which the City holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the wastewater facilities lying within said easement. All entry and subsequent work, if any, on said easement shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

(Prior code 12-530-25; Ord. 96-698 §1)

Sec. 13-10. - Interference with sewer facilities prohibited.

(a) It shall be unlawful for any person to trespass upon the property of the City, to tap any sewer mains or to make any connections therewith, without first having obtained a permit to do so. (b) It shall be unlawful to in any manner interfere with the City or the property, equipment, pipes, valves or any other appliances of the City, or to change or alter the position of any valve or appliance regarding the flow of sewer in any pipeline.

(Prior code 12-530-9)

Sec. 13-11. - Authority during emergency situations.

In the event of an emergency that should require the immediate curtailment of sewer service, the City Administrator shall have the authority to make such restrictions as deemed necessary for the protection of the public.

(Prior code 12-530-21)

Sec. 13-12. - Connections to sewer lines and mains.

It shall be unlawful for any person to make any connections with any sewer pipeline main which forms a part of the sewer system and wastewater treatment facilities except pursuant to and in accordance with the permit required by this Article. It shall be unlawful to make any connections with any privately owned sewer mains or pipelines which are connected with the sewer utility or to change, alter or renew any presently existing private main or pipeline connected with the sewer utility with any pipe larger than that in use.

(Prior code 12-530-11; Ord. 96-698 §1)

Sec. 13-13. - General regulations for sewer service lines.

- (a) It shall be unlawful for any person other than a licensed plumber or the City's authorized representative to install a sewer line from the main to the building or connection. All service lines shall be of material and size as specified in the current City's specifications.
- (b) The service line from the sewer main, including tap, to the structure served shall be installed, maintained and repaired by the sewer user at his or her expense. No claim shall be made against the City on account of breaking or for failure of the service of sewer, and no reduction in the rates will be made for any time that service pipes or fixtures are frozen or are not in proper working order. All connections, taps and lines that are or will become the responsibility of the City for maintenance shall be inspected by the City's authorized representative prior to being backfilled and used.
- (c) The City shall be responsible for all maintenance and repairs to the sewer mains.
- (d) Cross-connections with any water supply is strictly prohibited.
- (e) The sewer service line from the main to the sewer collection system of the building to be served with sewer shall be of sufficient size to furnish an adequate flow to meet the requirements of the building and premises at peak demand and in no case shall be less than four (4) inches in diameter.
- (f) It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the City, or in any area under the jurisdiction of said City, any human or animal excrement, garbage or other objectionable waste.
- (g) It shall be unlawful to discharge to any natural outlet within the City, or in any area under the jurisdiction of said City, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Article.
- (h) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of wastewater.
- (i) The owner of every house, building or property used for human occupancy, employment, recreation or other purposes, situated within the City and abutting on any other street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the City, is hereby required at the owner's expense to install suitable toilet facilities therein and to connect such facilities directly with the proper public sewer in accordance with the provisions of this Article, within one hundred twenty (120) days after date of official notice to do so, provided that said public sewer is within four hundred (400) feet of the property line.
- (j) New services to replace existing services shall not be approved by the City until the old service lines are completely disconnected from the main.

(Prior code 12-530-16; Ord. 2015-992 §3; Ord. 2015-994 §46)

Sec. 13-14. - Installation of lines.

All lines shall be installed in accordance with the current City specifications in effect at the time of installation.

(Prior code 12-530-17; Ord. 2015-994 §47)

Sec. 13-15. - Excavation and backfilling.

All excavation and backfilling in the street or alley shall be in conformity with current City specifications in effect at the time of work being done.

(Prior code 12-530-18; Ord. 2015-994 §48)

Sec. 13-16. - Installation prior to street paving.

Before any street containing a sewer line is paved, the City shall cause to be installed all service lines as the City determines necessary to serve said property when fully developed.

(Prior code 12-530-19)

Sec. 13-17. - Repairs and extensions of mains.

The City reserves the right to stop service from any street main when necessary to make repairs or extensions of the sewer mains or to perform any other work necessary to maintain the sewer utility. Unless it is an emergency situation, the City will attempt to give reasonable notice to the sewer users. No claim shall be made against the City by reason of any breakage or for any other damage that may result from lack of sewer service for repairing or replacing mains or other connections.

(Prior code 12-530-20)

Sec. 13-18. - Supplying sewer service to others.

No occupant or owner of any building or lot into which sewer service is introduced will be allowed to supply sewer service to other persons, families or firms, except as approved by the Operations Director. The Fort Lupton Utility Enterprise Board agrees to furnish service for a specified sum. If a sewer user furnishes other persons sewer service for building purposes or permits sewer service to be used without the knowledge and consent of the Operations Director the owner or occupant shall be deemed in violation of contract, and sewer users so offending will be required to pay double the price of service so used, and the Fort Lupton Utility Enterprise Board reserves the right to shut off the water supply for abuses of privileges. When the water has been turned off for violation thereof, the water will not be turned on again until all fees and penalties have been paid.

(Prior code 12-530-22; Ord. 96-698 §1)

Sec. 13-19. - Use outside City corporate limits.

Use of sewer service outside the corporate limits shall be permitted subject to the paramount rights of users within the corporate limits. The use of sewer service outside the City corporate limits shall be at the sole discretion of the Fort Lupton Utility Enterprise Board. In case there shall be insufficient capacity to provide for users both within and without the corporate limits, the Fort Lupton Utility Enterprise Board may reduce, curtail or shut off the sewer users outside the City corporate limits during such period of capacity shortage. The rates for sewer use outside the City corporate limits shall be adopted by written resolution of the Fort Lupton Utility Enterprise Board.

(Prior code 12-530-23; Ord. 96-698 §1)

Sec. 13-20. - Use of public sewers.

- (a) No person shall discharge or cause to be discharged any nonsanitary waters such as stormwater, surface water, groundwater, roof runoff or subsurface drainage to any sanitary sewer, except by written permission of the Operations Director.
- (b) Stormwater other than that exempted under Subsection (a) above and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the Operations Director and/or Wastewater Plant Manager and other regulatory agencies. Unpolluted industrial cooling water or process water or air conditioning wastewater may be discharged, on approval of the Operations Director and/or the Wastewater Plant Manager, to a sanitary sewer as permitted.

- (c) No person shall discharge or cause to be discharged to any public sewer any of the following described domestic, commercial or industrial water or wastes not meeting the following limitations:
- (1) Must have an instantaneous pH value in the range of five and one-half (5.5) to nine (9.0) standard units. Must not contain pollutants which will cause corrosive effects, damage or hazards to structures, equipment or personnel of the treatment works or Public Works Department.
 - (2) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or other interference with the proper operation of the collecting system or wastewater facilities such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
 - (3) Must not contain improperly shredded garbage that has not been ground or comminuted to such a degree that all particles will be carried freely in suspension under flow conditions normally prevailing in the wastewater system to which the user is connected. At all times, no particle shall be greater than one-half ($\frac{1}{2}$) inch in any direction.
 - (4) Must not contain explosive mixtures consisting of liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the operation of sewers or the treatment works. At no time shall two (2) successive readings on an explosion hazard meter at the point of discharge into the wastewater system be more than five percent (5%), nor may any single reading be over ten percent (10%) of the lower explosive limit (L.E.L.) of the meter. Prohibited materials include but are not limited to: arsenic, cadmium, chromium, chromium, copper, lead, mercury, molybdenum, nickel, selenium, silver, zinc, benzene, BTEX, gasoline, kerosene, fuel oil, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides.
 - (5) Must not contain pollutants which create a fire or explosion hazard in the treatment works, including but not limited to waste streams with a closed cup flashpoint of less than eighty-six degrees (86°) Centigrade (187° Fahrenheit) using the test methods specified in 40 C.F.R § 261.21. Pollutants must not contain any flammable substance with a flashpoint lower than eighty-six degrees (86°) Centigrade (187° Fahrenheit).
 - (6) Must not contain heat in amounts which will inhibit biological activity in the treatment works resulting in interference, but in no case heat in such quantities that the temperature at the treatment works exceeds forty degrees (40°) Centigrade (104° Fahrenheit). At no time shall the temperature of the water or wastes at the point of discharge into the public sewer be less than thirty-two degrees (32°) Fahrenheit or more than one hundred fifty degrees (150°) Fahrenheit.
 - (7) Must not contain grease or oil or other substances that will solidify or become viscous between thirty-two degrees (32°) degrees Fahrenheit and one hundred fifty degrees (150°) Fahrenheit.
 - (8) Must not contain insoluble substances in excess of ten thousand (10,000) parts per million.
 - (9) Must not contain solids in excess of twenty thousand (20,000) parts per million.
 - (10) Must not contain insoluble substances having a specific gravity greater than 2.65.
 - (11) Must not contain gases or vapors either free or occluded in concentrations toxic or dangerous to humans or animals.
 - (12) Must not contain toxic, carcinogenic, poisonous, irritating, noxious or malodorous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, which could contaminate the sludge of any municipal system, injure or interfere with any sewage treatment

process, constitute a hazard to humans or animals, create a public nuisance, create a hazard to treatment plant employees, Public Works employees or create any hazard in or have an adverse effect on the waters receiving any discharge from the treatment works.

(13) Must not have a chlorine demand greater than fifteen (15) parts per million.

(14) Must not contain any pollutant, including oxygen demanding pollutants (BOD, etc.) released at a rate and/or concentration which has a reasonable potential, in the opinion of the Operations Director and/or Wastewater Plant Manager to adversely affect the treatment plant (inhibition, pass-through of pollutants, sludge contamination, or endangerment of treatment plant workers and/or Public Works employees).

(15) Must not have a BOD in excess of three hundred twenty-five (325) milligrams per liter.

(16) Must not contain in excess of fifty (50) parts per million of fat, grease or any other fat or grease products from animal or vegetable origin, or both. Oil, floatable oil, nonbiodegradable cutting oil or any substance from mineral or petroleum origin, or both, including but not limited to: Cooling or quenching oils, lubrication oils, cutting oils and nonsaponifiable oils must not exceed ten (10) parts per million.

(17) Must not contain organic toxic pollutants, introduced by the intentional or accidental dumping of solvents, used in operations involving degreasing, surface preparation, tank washing, paint thinning, paint equipment cleaning or any other process.

(18) Shall not be any trucked or hauled pollutant, except as approved by the Operations Director and/or Wastewater Plant Manager and discharged at a point designated by the Operations Director and/or Wastewater Plant Manager.

(19) Must not contain storm water, surface water, groundwater, roof runoff or subsurface drainage without first obtaining a permit from the control authority for such a discharge.

(20) Must not contain the following pollutants in excess of the following limits as measured at the point of discharge into the wastewater system:

Pollutant	Milligrams per Liter
Total Iron	1.5
Total Cadmium	0.05
Total Chromium	4.5
Total Copper	0.5
Total Lead	2.0
Total Mercury	0.007
Total Nickel	10.0
Total Zinc	4.0
Total Arsenic	0.1
Total Cyanide	1.0
Total Phenols	10.0
Total Silver	0.5
Total Selenium	12.0

(21) Must not contain any radioactive wastes or isotopes.

(d) The following described substances, materials, waters or wastes shall be limited in discharges to municipal systems, to concentrations or quantities which will not harm either the sewers, wastewater treatment processes or equipment, will not have an adverse effect on the receiving stream, or will

not otherwise endanger lives, limb or public property or constitute a nuisance. The limitations or restrictions on materials or characteristics of wastes or wastewaters discharged to the sanitary sewer which shall not be violated without approval of the Operations Director and/or Wastewater Plant Manager are as follows:

- (1) Any garbage that has not been properly shredded (See Subsection (c)(3) above). Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.
 - (2) Any waters or wastes containing iron, chromium, copper, lead, zinc and similar objectionable or toxic substances (See Subsection (c)(20) above) to such a degree that any such material received in the composite wastewater at the wastewater treatment plant exceeds the limits established by the Operations Director and/or Wastewater Plant Manager for such materials.
 - (3) Any waters or wastes containing grease, oil, nonbiodegradable cutting oil or any oily substance from petroleum or mineral origin, or both (See Subsection (c)(16) above), to such a degree that any such material received in the composite wastewater at the wastewater treatment plant exceeds the limits established by the Operations Director and/or Wastewater Plant Manager for such materials.
 - (4) Any waters or wastes containing floatable oil, fat, grease or any oily substance of vegetable or animal origin, or both (See Subsection (c)(16) above) to such a degree that any such material received in the composite wastewater at the wastewater treatment plant exceeds the limits established by the Operations Director and/Wastewater Plant Manager for such materials.
 - (5) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the treatment plant.
 - (6) Any waters or wastes containing noxious or odor-producing substances exceeding limits which may be established by the Operations Director and/or Wastewater Plant Manager.
 - (7) Quantities of flow, concentrations or both which constitute a slug as defined in Subsection 13-1(20).
 - (8) Waters or wastewaters which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such a degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
 - (9) Any waters or wastes which, by interaction with other waters or wastes in the public sewer system, release obnoxious gases, form suspended solids which interfere with the collection system or create a condition deleterious to structures and treatment processes.
- (e) If any waters or wastes are discharged, or are proposed to be discharged, to the public sewers that contain the substances or possess the characteristics enumerated in Subsection (d) above, and which in the judgment of the Operations Director and/or Wastewater Plant Manager may have a deleterious effect upon the wastewater facilities, processes, equipment or receiving waters, or which otherwise create a hazard to life or safety or constitute a public nuisance, the Operations Director and/or Wastewater Plant Manager may:
- (1) Reject the wastes;
 - (2) Require pretreatment to an acceptable condition for discharge to the public sewers;
 - (3) Require control over the quantities and rates of discharge; and/or

- (4) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of Subsection (j) below.

When considering the above alternative, the Operations Director and/or Wastewater Plant Manager shall give consideration to the economic impact of each alternative on the discharger. If the Operations Director and/or Wastewater Plant Manager permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Operations Director and/or Wastewater Plant Manager.

- (f) Grease, oil and sand interceptors or traps should be cleaned quarterly, or at the discretion of the Operations Director. The Operations Director and/or Wastewater Plant Manager may take samples as needed and apply surcharges accordingly. All testing charges are to be paid by owner. Grease, oil and sand interceptors or traps or best available technology shall be provided when, in the opinion of the Operations Director and/or Wastewater Plant Manager they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts as specified in Subsection (c)(16) above, or any flammable wastes, sands or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors or traps shall be of a type and capacity approved by the Operations Director and/or Wastewater Plant Manager and shall be located as to be readily and easily accessible for cleaning and inspections. In the maintaining of these interceptors, the owner shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal which are subject to review by the Operations Director and/or Wastewater Plant Manager. Any removal and hauling of the collected materials not performed by the owner's personnel must be performed by currently licensed waste disposal companies, firms or persons.
- (g) Where pretreatment of any flow-equalizing facilities are provided or required for any waters or wastewaters, they shall be maintained continuously in satisfactory and effective operation by the owner and at the owner's expense.
- (h) When required by the Operations Director and/or Wastewater Plant Manager the owner of any property serviced by a building sewer service carrying industrial wastes shall install a suitable structure together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such structures, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Operations Director and/or Wastewater Plant Manager. The structure shall be installed by the owner at the owner's expense and shall be maintained by the owner so as to be safe and accessible at all times.
- (i) The Operations Director and/or Wastewater Plant Manager may require a user of sewer services to provide information needed to determine compliance with this Article. The requirements may include:
 - (1) Peak wastewater discharge rates and volumes over a specified time period;
 - (2) Chemical analyses of wastewaters;
 - (3) Information on materials being discharged that affect wastewater characteristics;
 - (4) Quantity and disposition of specific liquid, sludge, oil, solvent or other materials important to sewer use control;
 - (5) A plot plan of sewers of the user's property showing sewer and pretreatment facility location;
 - (6) Details of wastewater pretreatment facilities;

- (7) Details of systems to prevent and control the losses of materials through spills to the municipal sewer; and
- (8) Additional information that affects the volume or characteristics of discharges and, as such, may be required by the Operations Director and/or Wastewater Plant Manager to determine compliance with this Article.
- (j) All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this Article shall be determined in accordance with the latest edition of "Standard Methods of the Examination of Water and Wastewater," published by the American Public Health Association. Sampling methods, location, times, durations and frequencies are to be determined on an individual basis subject to approval by the Operations Director and/or Wastewater Plant Manager.
- (k) No statement contained in this Section shall be construed as preventing any special agreement or arrangement between the Fort Lupton Utility Enterprise Board and any industrial concern whereby an industrial waste of unusual strength or characteristic may be accepted by the Fort Lupton Utility Enterprise Board for treatment.
- (l) All regulations contained in this Section shall be considered a part of the contract of every person receiving sewer service from the sewer system and wastewater treatment facilities, and no person may be served from the sewer utility unless the person agrees to and abides by all rules and regulations of the Fort Lupton Utility Enterprise Board pertaining to the use of said sewer system.
- (m) Any directives, approvals, disapprovals or other administrative actions issued by the Operations Director and/or Wastewater Plant Manager to a discharger can be requested by the discharger to be referred to the Fort Lupton Utility Enterprise Board for review. The Fort Lupton Utility Enterprise Board shall act on such issues referred to it for review, and its decisions shall be the final authority regarding interpretations, actions and other compliance issues associated with the City's sewer and wastewater treatment ordinance.

(Ord. 616 §1, 1992; Ord. 645 §1, 1993; Ord. 96-698 §1; Ord. 99-739; Ord. 2015-994 §49)

Sec. 13-21. - Application for sewer service.

- (a) Application for sewer shall be made to the Planning and Development Department by the owner, occupant, developer or agent of the property to be benefited and must designate the location of the property, owner of the property, size of sewer taps, location of sewer taps and sewer service line, the approximate date of construction of the facility; and shall state the purpose for which sewer service is required.
- (b) All sewer tap permits issued shall be issued for a period of one hundred eighty days (180) days, in the same manner as building permits are issued.

(Prior code 12-530-5; Ord. 645 §1, 1993; Ord. 96-698 §1; Ord. 2001-778)

Sec. 13-22. - Types of permits.

There shall be the following types of permits to make connections with the sewer system and wastewater treatment facilities:

- (1) Sewer tap permit to connect to the sewer system for the purpose of discharging into the sewer system for normal municipal purposes; that is, domestic, commercial or industrial. At the time this permit is granted, the sewer plant investment fee in effect at the time of application, together with all other costs associated with the granting of permission to connect with the sewer system of the City, shall be paid.

- (2) Sewer tap permit to enlarge or replace an existing sewer tap to the sewer system for the purpose of discharging into the sewer system for normal municipal purposes; that is, domestic, commercial or industrial. At the time the permit is granted, the additional sewer plant investment fee, if any, shall be paid.
- (3) Permit to discharge into the sewer system to serve property situated outside the corporate limits of the City. This permit shall be issued only under such terms and conditions as the Fort Lupton Utility Enterprise Board may provide by ordinance or resolution. At the time the sewer tap permit is granted, the sewer plant investment fee shall be paid for each individual sewer service.
- (4) 40 CFR Section 03.3(q) requires industries designated as a "significant users" to acquire a discharge permit through the state of Colorado. The City of Fort Lupton does not currently issue these permits. It is a requirement that any industry contact the Colorado Department of Public Health and environment treatment division to determine if a discharge permit is required.

(Prior code 12-530-12; Ord. 96-698 §1; Ord. 2015-994 §50)

Sec. 13-23. - Permit contents.

Required sewer permits shall be issued by the Planning and Development Department and shall state the name of the person to whom the permit is issued, the date of the permit, the size of the tap, the owner of the premises and the premises to be served by the sewer system.

(Prior code 12-530-13; Ord. 96-698; Ord. 96-698; Ord. 2001-778)

Sec. 13-24. - Taps.

All taps or connections to any part of the sewer utility shall be made in accordance with current City specifications and terms and conditions of the permit issued. All such taps and connections shall be made by a licensed plumber or the City's authorized representative, at the owner's expense, and all materials for such taps or connections shall be at the owner's expense and shall be inspected by the City prior to use.

(Prior code 12-530-14; Ord. 645 §1, 1993; Ord. 2015-994 §51)

Sec. 13-25. - Separate connections required.

Two (2) or more premises cannot be served from one (1) and the same connection, nor can two (2) or more buildings on the same premises be served from one (1) and the same connection. All properties that require separate sewer service billings shall have their own connection and service line.

(Prior code 12-530-15)

Sec. 13-26. - Sewer rate schedules.

- (a) Each user of the sewer system and wastewater treatment facilities shall be charged a monthly sewer user charge. Such charge shall be established, and amended from time to time, by written resolution of the Fort Lupton Utility Enterprise Board, and such amendments after January 1, 1997, shall be after publication and a minimum of two (2) public meetings, which amends the process described in Ordinance 95-675, Section 12-9 (2).
- (b) For all metered residential, commercial and industrial users who irrigate lawn or other landscaping during the months of May through October, the sewer use charge on bills may be adjusted to reflect the average monthly water use reflected in the preceding January, February and March sewer billings (represents the usage of December, January and February); however, wastewater facility users obtaining the rate benefits of this Section may be required to submit to a review of their water use at such times as may be designated by the Operations Director.

- (c) The Fort Lupton Utility Enterprise Board shall review the wastewater facilities' total annual costs of operation, maintenance, replacement and debt service at least once every year. Rates may be revised if necessary to generate revenue, combined with all other revenues of the utility, sufficient to pay all said costs. Such rates shall be established to proportionately recover all operation, maintenance and replacement costs from users of the wastewater facilities, including those costs associated with mitigating inefficiency, infiltration and inflow.
- (d) From and after July 1, 1999, the Fort Lupton Utility Enterprise Board may, notwithstanding any other provision of this Section, approve a negotiated rate or rates for sewer utility service for a large and/or unique user, taking into consideration the requirement of Subsection (c) above that such negotiated rates recover the operation and maintenance and replacement costs occasioned as a consequence of such user. Notwithstanding the requirements of Subsection (a) above, any such negotiated rates shall be effective upon approval by the Utility Enterprise Board by majority vote.

(Ord. 626 §1, 1992; Ord. 634 §1, 1992; Ord. 645 §1, 1993; Ord. 96-698 §1; Ord. 99-739; Ord. 99-750, Part 1; Ord. 2009-909 §1)

Sec. 13-27. - Sewer plant investment fees.

- (a) All sewer plant investment fees shall be determined by the Fort Lupton Utility Enterprise Board. Such fees shall be established and amended from time to time by written resolution of the Fort Lupton Utility Enterprise Board.
- (b) Upon payment of the sewer plant investment fee, the Planning and Development Department shall issue a permit and allow a fee service line tap into the City's sewer system.
- (c) The sewer plant investment fee shall be placed into the Sewer Plant Investment Fee Account. Said account shall be used for future improvements or additions to the sewer system and wastewater treatment facilities.

(Prior code 12-530-27; Ord. 96-698 §1; Ord. 99-739; Ord. 2001-778)

Sec. 13-28. - Nonmetered sewer accounts.

Services which are on well water and which are connected to the City's wastewater treatment system shall be billed for sewer consistent with regulations under Section 13-26.

(Ord. 99-739)



SUBJECT FOR DISCUSSION

Approve the 2025 Colorado Big Thompson (CBT) Assessment from Northern Colorado Water Conservancy District (NCWCD) for an Amount Not to Exceed \$168,297.55

SUMMARY STATEMENT/BACKGROUND DISCUSSION

CBT annual assessment of \$168,297.55 for the 2025 water year is due October 1, 2024. The charges are for 50-acre-feet of 2024 assessment at a rate of \$53.60 per acre-foot and 3,087 acre-feet of 2025 assessment at \$53.65 per acre-foot. This is a \$306.85 increase over the 2024 assessment of \$167,990.70.

FINANCIAL CONSIDERATIONS

There is \$2,680 due for the 2024 water year and will be expensed in the 2024 budget which has \$102,110 remaining. The 2025 assessment of \$165,617.55 will be accrued to the balance sheet in 2024 and expensed against the 2025 budget.

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Approve the payment of \$168,297.55 from the Utility Fund-Water for the annual CBT Assessment

Attachments: a. Assessment from NCWCD

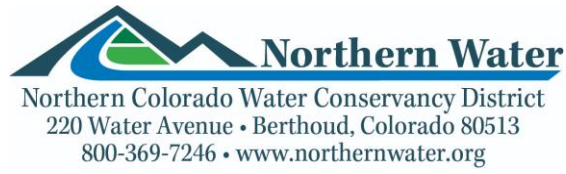
Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



August 23, 2024

Chris Cross
City of Fort Lupton
130 S McKinley Ave
Fort Lupton CO 80621

STATEMENT – ID 1730

Paragraph 4 of your Class B water allotment contract with the Northern Colorado Water Conservancy District provides for payment of assessment charges on 50 acre-foot units of Colorado-Big Thompson Project water as follows:

2024 Water Year: 50 AFUs @ \$53.60 = \$2,680.00

Paragraph 4 of your Section 131 water allotment contract with the Northern Colorado Water Conservancy District provides for payment of assessment charges on 3,087 acre-foot units of Colorado-Big Thompson Project water as follows:

2025 Water Year: 3,087 AFUs @ \$53.65 = \$165,617.55

Total Due \$168,297.55

Payment is due on or before October 1, 2024. If you have any questions regarding this statement, please contact Sherri Rasmussen at (970) 622-2217.

Please return lower portion with your payment.

Class "B" assessment for: **City of Fort Lupton – ID 1730**

Please make payment to: **NORTHERN WATER**

Amount Due: **\$168,297.55**

Due Date: **October 1, 2024**

Amount Enclosed: _____

ACCOUNTS RECEIVABLE
NORTHERN WATER
220 WATER AVE
BERTHOUD CO 80513



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of the Attached List of Candidates (Exhibit A) to the Community Engagement Ad-Hoc Advisory Committee for a Term Beginning September 3, 2024 and Ending September 31, 2025 and Designating the City Liaison and Ex-Officio for the Committee

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Community Engagement Ad-Hoc Advisory Committee was established earlier this year to allow for citizens to volunteer and engage with the community to create a masterplan for Koshio Park. The City has received applications from six (6) candidates wishing to serve on the committee. All candidates have met the requirements to serve on the committee and shall serve from September 3, 2024 and Ending September 31, 2025.

The Resolution is also designating the City Liaisons and Ex-Officio for the Committee.

FINANCIAL CONSIDERATIONS

Not Applicable

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

1. Approve the Resolution.
2. Deny the Resolution and continue to solicit for applications through announcements on the City of Fort Lupton's webpage and social media accounts.

STAFF RECOMMENDATIONS

Staff recommend approving the proposed resolution

Attachments: a. Proposed Resolution with Exhibit A

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2024R0XX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE COMMUNITY ENGAGEMENT AD-HOC ADVISORY COMMITTEE FOR A TERM BEGINNING SEPTEMBER 3, 2024, AND ENDING SEPTEMBER 31, 2025 AND DESIGNATING THE CITY LIAISONS AND EX-OFFICIOS FOR THE COMMITTEE

WHEREAS, the Community Engagement Ad-Hoc Advisory Committee was established earlier this year to allow for citizens by volunteering and engaging with the community; and

WHEREAS, the Committee has the broad authority to study and research any and all Koshio Park public outreach activity matter within the City; and

WHEREAS, the Committee shall discuss and decide on various volunteer activities/events to participate in and/or organize throughout the community; and

WHEREAS, the Committee may present RECreating Koshio Park outreach and engagement information to schools, organizations and committees if requested; and

WHEREAS, the term shall be from September 1, 2024 to September 30, 2025.

WHEREAS, the City has received applications from six (6) candidates wishing to serve on the committee; and

WHEREAS, all applications have been considered by the Mayor; and

WHEREAS, all candidates have met the requirements to serve on the committee.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of the attached list of candidates to the Community Engagement Ad-Hoc Advisory Committee for a term beginning September 1, 2024 and ending September 30, 2025 and designating the City Liaisons, Doug Cook and Brian Oswalt, and Ex-Officios, Valerie Blackston and Chris Ceretto, for the Committee.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS
3rd 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

EXHIBIT "A"

COMMUNITY ENGAGEMENT ADHOC ADVISORY COMMITTEE		
Name	Term	Position
Cynthia Bunning	09/03/2024 – 09/30/2025	
Dawn Koshio	09/03/2024 – 09/30/2025	
Richard Ooi	09/03/2024 – 09/30/2025	
Monique Cook	09/03/2024 – 09/30/2025	
Lucy Miller	09/03/2024 – 09/30/2025	
Salvador Prieto	09/03/2024 – 09/30/2025	
Doug Cook		City Liaison
Brian Oswalt		City Liaison
Valerie Blackston		Ex-Officio
Chris Ceretto		Ex-Officio



SUBJECT FOR DISCUSSION

Adopting an Ordinance Accepting the Right of Way Dedication from Brannan Sand and Gravel Co., LLC of Lot 4 of the Thomas Minor Amendment No. 1 Subdivision also Known as 13600 County Road 8

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Brannan Sand and Gravel Co., LLC of 2500 Brannan Way, Denver, submitted the Special Warranty Deed for the dedication to the City of Fort Lupton of Lot 4 of the Thomas subdivision for Right of Way. This is to accept the dedication of a 110-foot wide public right of way located along County Road 8 containing 3.36 acres, more or less.

FINANCIAL CONSIDERATIONS

Not applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Accept Dedication
- Do nothing

STAFF RECOMMENDATIONS

Staff recommends acceptance of the right of way dedication from Brannan Sand and Gravel Co., LLC

- Attachments:**
- Ordinance
 - Special Warranty Deed
 - Thomas Minor Amendment No. 1 Plat (Exhibit A)

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO. 2024-xx

INTRODUCED BY:

A ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE DEDICATION OF LOT 4 OF THE THOMAS MINOR AMENDMENT NO.1 SUBDIVISION A 110-FOOT WIDE BY 1,326 FOOT LONG PARCEL AS PUBLIC RIGHT OF WAY CONTAINING 3.36 ACRES, MORE OR LESS, COUNTY OF WELD, STATE OF COLORADO OF THE THOMAS MINOR AMENDMENT NO.1 SUBDIVISION, PLAT THE NORTHWEST ¼ OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 66W OF THE SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO.

WHEREAS, City of Fort Lupton, Colorado (the “City”) and Brannan Sand and Gravel Co., LLC, have this day filed with the City of Fort Lupton, Colorado (the “City”), its dedication of certain real estate, which Dedication is hereinabove set forth; and

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

NOW THEREFORE BE IT RESOLVED that city council hereby accepts said Dedication, and orders that the Instrument of Dedication be recorded in the Recorder’s Office of the County of Weld, State of Colorado, and said described real estate is hereby declared open and dedicated pursuant to C.R.S. § 24-68-101, et seq.

THIS RIGHT OF WAY IS CREATED AND GRANTED THIS 3rd DAY OF SEPTEMBER 2024.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 3rd day of September 2024.

PUBLISHED in the Fort Lupton Press the 12th day of September 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this xx day of xx 2024.

PUBLISHED BY TITLE ONLY the xx day of xx 2024.

EFFECTIVE (after publication) the xx day of xx 2024.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

SPECIAL WARRANTY DEED

After recording return to:

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

This Special Warranty Deed made this 26 day of AUGUST, 2024, by and between Brannan Sand and Gravel Co., LLC, hereinafter called the Grantor, whose mailing address is 2500 Brannan Way, Denver, Colorado 80229, and the City of Fort Lupton, hereinafter called the Grantee, whose mailing address is 130 S. McKinley Ave., Fort Lupton, CO 80621.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, and sells unto the Grantee, and Grantee's successors, heirs, and assigns forever, all that certain parcel of land in the County of Weld, State of Colorado, to wit:

Lot 4 THOMAS MINOR AM NO.1, also known as 13600 County Road 8, Fort Lupton, Colorado;
Property Parcel I.D. Number: 147120102004

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, reserving and excepting therefrom, however, 100 percent of the mineral rights in the property for the Grantor and Grantor's heirs, executors, and assigns. This reservation includes by its terms, oil, gas, and any other minerals on, in, and under the property conveyed. Grantor warrants the title to such real property against all persons claiming under Grantor.

In witness whereof, the Grantor has executed this on the date set forth above.

Grantor Signature

Brannan Sand and Gravel Co., LLC

By: J.C. Marvel, Jr., Owner

Date: 8/26/2024

STATE OF COLORADO
COUNTY OF Adams

On the 26th day of August, 2024 before me, the undersigned notary public, personally appeared

J.C. Marvel, Jr. proved to me through satisfactory identification of State Drivers License to be the person(s) whose name(s) is/are signed above who personally executed such document in my presence, acknowledged to me that he/she/they signed it voluntarily for its stated purpose and swore or affirmed to me that all statements made herein are true, accurate and complete.

Martha M. Pleva
Notary Public

My commission expires: 09/21/2025

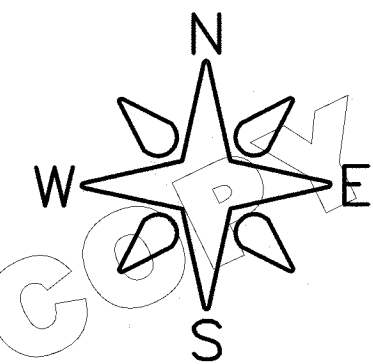
[Affix seal here]



THOMAS MINOR SUBDIVISION - AMENDMENT NO. 1

LUP2018-0005 / AMD2018-0001

LOTS 1, 2, 3, AND 4, THOMAS MINOR SUBDIVISION, BEING A PART OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
SHEET 1 OF 1



SCALE: 1"=100'

LEGEND

- ⊕ DENOTES: FOUND ALIQUOT SECTION CORNER MONUMENT AS DESCRIBED HEREIN
- DENOTES: FOUND #4 REBAR & YELLOW PLASTIC CAP, HAMMER, P.L.S. 24307, FLUSH W/GROUND
- DENOTES: FOUND #4 REBAR & 1-1/2" ALUMINUM CAP, HAMMER, P.L.S. 24307, FLUSH W/GROUND
- *PER PLAT* DENOTES: FROM THE PLAT OF THOMAS MINOR SUBDIVISION

COUNTY ROAD 8

60-FOOT RIGHT-OF-WAY BOOK 83 PAGE 376

NORTH ONE-QUARTER CORNER SECTION 20, TOWNSHIP 1 NORTH, RANGE 66 WEST FOUND A 3 1/2" ALUMINUM CAP IN A MONUMENT BOX STAMPED AS SHOWN POINT OF COMMENCEMENT

NORTH LINE N.W. 1/4 N.E. 1/4 SEC. 20 (BASIS OF BEARING) N89°48'24"E 1329.43'

EAST ONE-SIXTEENTH CORNER SECTION 20, TOWNSHIP 1 NORTH, RANGE 66 WEST FOUND A 2 1/2" ALUMINUM CAP IN A MONUMENT BOX STAMPED AS SHOWN

PROPERTY DESCRIPTION:

LOTS 1, 2, 3 AND 4, THOMAS MINOR SUBDIVISION BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO BEING DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH ONE-QUARTER CORNER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 66 WEST; THENCE ALONG THE NORTH LINE OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 20, N 89°48'24" E FOR A DISTANCE OF 634.87 FEET TO THE NORTHEAST CORNER OF LOT 3, SAID THOMAS MINOR SUBDIVISION;
THENCE ALONG THE EAST LINE OF SAID LOT 3, S 00°01'51" W FOR A DISTANCE OF 540.11 FEET;
THENCE ALONG THE NORTH LINE OF SAID LOT 3, N 89°53'58" E FOR A DISTANCE OF 694.68 TO THE NORTHEAST CORNER OF SAID LOT 3 AND TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20;
THENCE ALONG THE EAST LINE OF SAID LOT 3 AND THE SOUTHEAST CORNER OF SAID LOT 3 AND THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20;
THENCE ALONG THE SOUTH LINE OF SAID THOMAS MINOR SUBDIVISION AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, S 89°54'10" W FOR A DISTANCE OF 1330.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20;
THENCE ALONG THE WEST LINE OF SAID LOTS 1 AND 2 AND ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, N 00°03'12" E FOR A DISTANCE OF 1328.41 FEET TO THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 25.59 ACRES.

BASIS OF BEARING: ASSUMING THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 66 WEST AS BEARING NORTH 89°48'24" EAST BETWEEN THE FOUND MONUMENTS AS SHOWN ON THIS SURVEY, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

OWNER'S APPROVAL:

KNOW ALL MEN BY THESE PRESENTS, THAT, VILLAND BROTHERS FAMILY INVESTMENTS, LLC, AND BRANNAN SAND AND GRAVEL COMPANY, LLC, BEING THE OWNERS OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE Laid OUT AND PLATTED UNDER THE NAME OF THOMAS MINOR SUBDIVISION, AMENDMENT NO. 1, AND DO HEREBY INDICATE TO THE CITY OF FORT LUPTON AND ITS LICENSEES FOR PUBLIC USE FOREVER ALL STREETS, ALLEYS, AND UTILITY EASEMENTS AS INDICATED HEREIN. IN COMPLIANCE WITH THE CITY OF FORT LUPTON SUBDIVISION REGULATIONS AND BY CONTRACTUAL AGREEMENT, THE LANDOWNER SHALL BEAR ALL EXPENSES INVOLVED IN IMPROVEMENTS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 20th DAY OF April, 2018.

OWNER: VILLAND BROTHERS FAMILY INVESTMENTS, LLC

BY: Ralph Villano
AS MANAGING MEMBER

STATE OF COLORADO > SS

COUNTY OF WELD >

THE FORGING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY AS MANAGING PARTNER, ON THIS 20th DAY OF April, 2018.

WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES: 10-11-20

NOTARY PUBLIC

OWNER: BRANNAN SAND AND GRAVEL COMPANY, LLC

BY: Maya H
AS MANAGING MEMBER

STATE OF COLORADO > SS

COUNTY OF WELD >

THE FORGING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY AS MANAGING PARTNER, ON THIS 20th DAY OF April, 2018.

WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES: 12-10-18

NOTARY PUBLIC

NOTICE:

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

BASIS OF BEARING:

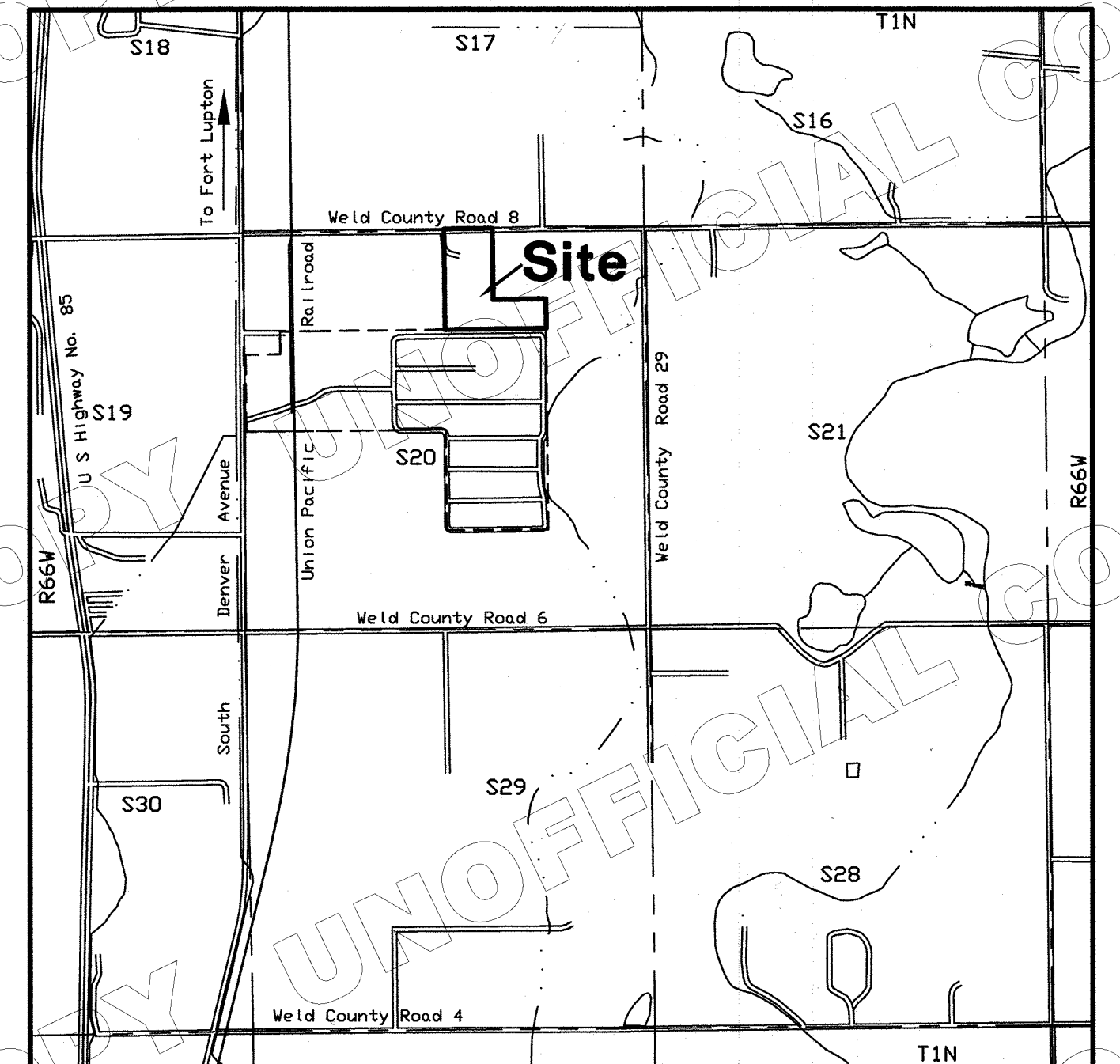
ASSUMING THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., TO BEAR NORTH 89°48'24" EAST BETWEEN THE FOUND MONUMENTS AS SHOWN ON THIS SURVEY, AND WITH ALL OTHER BEARINGS SHOWN RELATIVE THERETO.

NOTES:

- UTILITY EASEMENTS SHALL BE AVAILABLE FOR USE BY THE CITY OF FORT LUPTON FOR WATER, SEWER, DRAINAGE INFRASTRUCTURE AND OTHER PUBLIC UTILITIES AS NECESSARY TO SERVE PRIVATE PROPERTY.
- LOT 4 SHALL BE A TEMPORARY NON-EXCLUSIVE EMERGENCY ACCESS, INGRESS AND EGRESS EASEMENT TO BENEFIT OF THE ADJOINING LOT OWNERS OF THIS THOMAS MINOR SUBDIVISION - AMENDMENT NO. 1. THIS EASEMENT SHALL AUTOMATICALLY EXPIRE AND TERMINATE WHEN LOT 4 IS DEDICATED AND CONVEYED TO THE CITY OF FORT LUPTON AS A PUBLIC RIGHT-OF-WAY.
- THE CITY OF FORT LUPTON MAY REQUIRE THE OWNER OF LOT 4 TO DEDICATE AND CONVEY LOT 4 AS PUBLIC RIGHT-OF-WAY IN THE EVENT THAT DEVELOPMENT OF THE ADJOINING PROPERTIES REQUIRES SUBSTANTIAL RIGHT-OF-WAY IMPROVEMENTS IN LOT 4 AS MAY BE ADOPTED IN SEPARATE FUTURE AGREEMENT(S) BETWEEN THE LOT OWNERS AND THE CITY OF FORT LUPTON.
- FLOOD ZONE NOTE: PROPERTY DOES NOT LIE IN FLOODPLAIN BASED UPON FEMA PARCEL MAP NO. 08123C2120E. PANEL IS NOT PRINTED INDICATING ALL PORTIONS ON IT DO NOT LIE IN FLOODPLAIN.
- ALL DISTANCE MEASUREMENTS SHOWN ARE IN U.S. SURVEY FOOT.

VICINITY MAP

SCALE: 1"=2000'



SURVEYOR'S IMPROVEMENT CERTIFICATE:

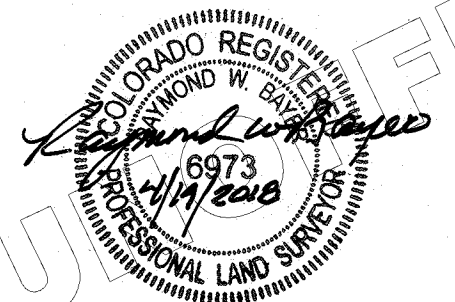
I, RAYMOND W. BAYER, HEREBY CERTIFY THAT, ON THE DATE SHOWN, A FIELD SURVEY WAS CONDUCTED UNDER MY SUPERVISION OF THE HEREIN DESCRIBED PROPERTY, AND THAT ALL BUILDINGS, IMPROVEMENTS, EASEMENTS AND RIGHTS-OF-WAY IN EVIDENCE OR KNOWN BY ME ARE CORRECTLY SHOWN ON THE ABOVE PLAT. I FURTHER CERTIFY THAT THERE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



RAYMOND W. BAYER
REG. P.L.S. NO. 6973

SURVEYOR'S CERTIFICATE:

I, RAYMOND W. BAYER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF THOMAS MINOR SUBDIVISION WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THIS PLAT COMPLES WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS AT THE TIME OF THIS SURVEY AND WITHIN MY CONTROL, AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. ALL BUILDING IMPROVEMENTS, EASEMENTS AND RIGHTS-OF-WAY IN EVIDENCE OR KNOWN TO ME ARE CORRECTLY SHOWN ON THIS PLAT. IF FURTHER CERTIFY THAT THERE ARE NO ENCROACHMENTS BY AND/OR ON THIS PROPERTY, UNLESS OTHERWISE NOTED.



RAYMOND W. BAYER
REG. P.L.S. NO. 6973

CITY PUBLIC WORKS DEPARTMENT APPROVAL:

APPROVED THIS 23rd DAY OF April, 2018.

R. W. Bayer
DIRECTOR OF PUBLIC WORKS

CITY ENGINEER'S APPROVAL:

APPROVED THIS 23rd DAY OF April, 2018.

R. W. Bayer
CITY ENGINEER

CITY ADMINISTRATOR'S APPROVAL:

APPROVED THIS 23rd DAY OF April, 2018.

[Signature]
CITY ADMINISTRATOR

R.W. BAYER & ASSOCIATES, INC.

2090 EAST 104TH AVENUE, SUITE 200
THORNTON, COLORADO 80233-4316
(303) 452-4433 rwbysurveying@hotmail.com

CAD FILE: B17207/B17207.DWG REVISIONS: 04-19-2018 ADDED LOT 1 & NOTES

THOMAS MINOR SUBDIVISION - AMENDMENT NO. 1

LOTS 2, 3 & 4, THOMAS MINOR SUBDIVISION, BEING A PART OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

SCALE: 1"=100'

DATE: DEC. 03, 2017

DRW BY: G.A.B.

PROJ. NO: 2017-207

BOOK: 695

PAGE: 13

FILE NO: 20-1N.66-17L

SHEET: 1 OF 1



SUBJECT FOR DISCUSSION

Discussion Regarding the Lancaster Crossing Concept Plan

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Applicant has submitted a request for the consideration of a Concept Plan. The proposed Concept Plan includes 200 multi-family units, 28 alley loaded units and 181 single-family units, as well as open-space and trail connectivity. An annexation and initial zoning to the 'A' Agricultural district is being reviewed concurrently with this request.

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

The Property (Parcel No. 130933100006) is located approximately north and adjacent to 14th St. and west and adjacent to WCR 31. Nearby uses include agricultural land with rural residences to the north and west, a power plant to the east and the Willow Crossing and Cottonwood Farms subdivisions to the south and west. The Fulton Ditch runs north/south through the western edge of the site.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ATTACHMENTS:

- a. Staff Report
- b. Project Description
- c. Concept Plan
- d. Planning Commission Minutes

LANCASTER CROSSING CONCEPT PLAN STAFF REPORT
PROJECT NO. CPL24-001

PROJECT DESCRIPTION

Project No.: CPL24-001

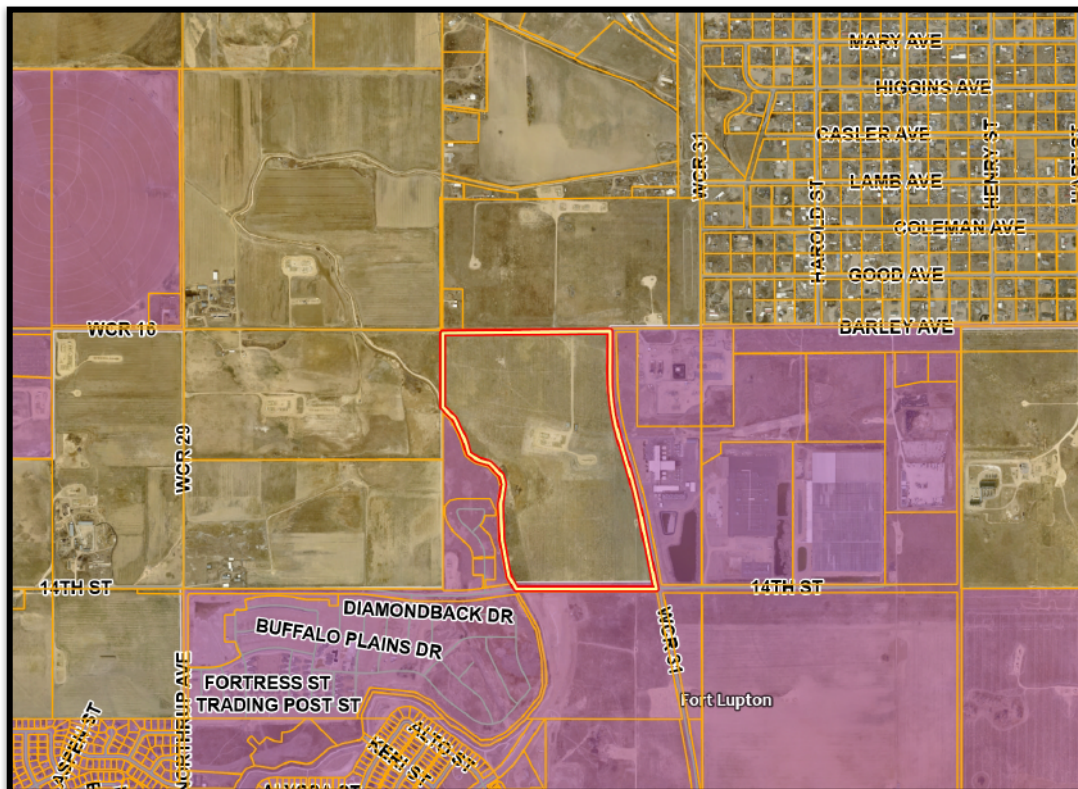
Project Name: Lancaster Crossing Concept Plan

Owner's Name: Thermo Farms General Partnership

Representative: Melissa Wheeler with Baessler Development ("Applicant")

Location of Request:

The site is located approximately located north and adjacent to 14th St. and west and adjacent to WCR 31 (The Property). The Property is located in the Northeast Quarter of Section 33, Township 2 North , Range 66 West of the 6th P.M., County of Weld, State of Colorado.



Nature of Request:

The Applicant has submitted a request for consideration of a concept plan. The proposed concept plan includes 200 multi-family units, 28 alley loaded units and 181 single-family units, as well as open-space and trail connectivity.

DESCRIPTION	QTY.	UNIT		
ALLEY UNIT	28		OPEN SPACE	42 ACRES (46%)
MULTI-FAMILY UNIT	200		LOTS	35 ACRES (38%)
SINGLE FAMILY UNIT	181		RIGHT-OF-WAY	15 ACRES (16%)
TOTAL	409		TOTAL AREA (ACRES)	92 ACRES (100%)



Site

Size: 91.46 acres, more or less.

Zone District: 'A' Agricultural.

Proposed Zone District: No proposed change with this application.

Proposed Use: Residential with 200 multi-family units, 28 alley loaded units, and 209 single-family units.

Existing Use: The Property is currently vacant land.

Hearing Dates: Planning Commission – August 22, 2024 at 6:00 PM; and
City Council – September 2, 2024 at 6:00 PM.

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

SUMMARY OF PREVIOUS APPLICATIONS

There is a current Annexation application being reviewed concurrently with this application. There are no other previous applications that staff is aware of.

APPLICATION PROCESS

The Planning Commission's review of the Lancaster Concept Plan is intended to be an open exchange of ideas where the Commission members are encouraged to discuss any issues, questions or concerns with the Applicant and staff. Pursuant to Article 2.02 (D) of the Fort Lupton Development Code, review of a Concept Plan shall not have any formal decision or approval, but merely provides general consensus and offers the applicant direction for preparing a formal Change of Zone/potential Comprehensive Plan Amendment, Preliminary Plat, and Final Plat. Therefore, the Planning Commission shall evaluate the Concept Plan and all comments by referral agencies, and provide input to the Applicant. All information provided to the Applicant will become part of the record and will inform the discussion with City Council regarding this Concept Plan. The purpose of this process is to achieve a project that satisfies the goals of the Fort Lupton Comprehensive Plan and the priorities of the community.

In providing input for this Concept Plan, the City shall use the following review criteria:

1. The application is in accordance with the Comprehensive Plan, and in particular the physical development patterns and concepts of the plan.
2. The development will relate to neighboring areas and to the community.
3. The development will promote efficient use of utilities, streets and other public resources.
4. The applicant can demonstrate that adequate infrastructure is or will be available for the proposed development.

NOTIFICATION REQUIREMENTS

No notifications are required for a Concept Plan.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

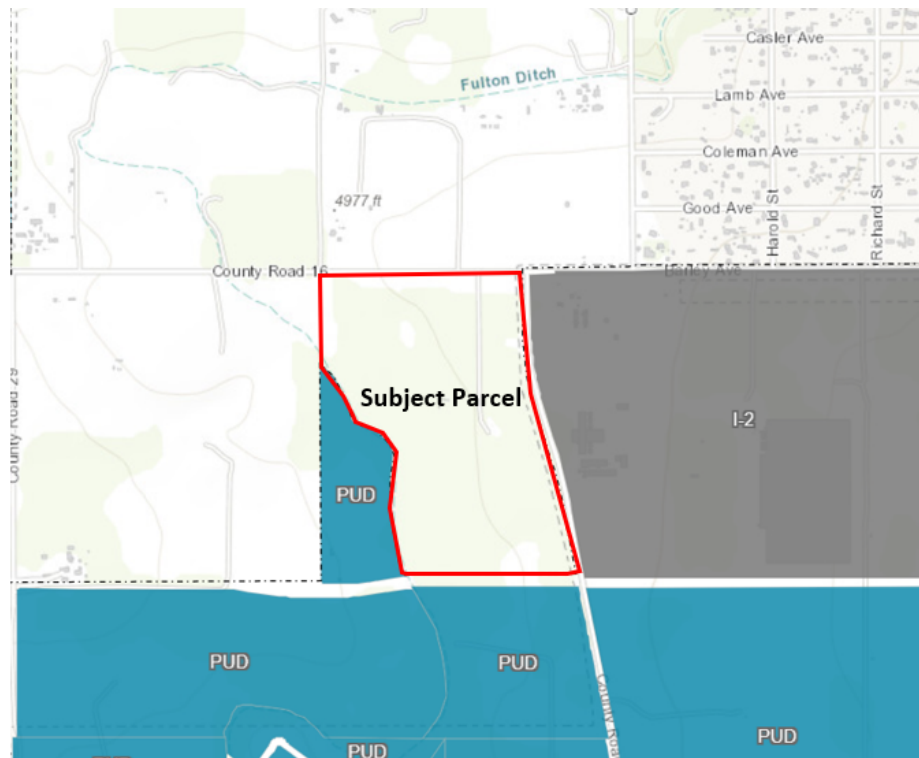
Pursuant to the Fort Lupton Development Code Article 2.02 (D), a Concept Plan is an initial review of a proposed development. The Concept Plan phase is an optional requirement that may be recommended or required by the Planning Director for complex projects prior to submitting a preliminary and final plan. The intent of this phase of the plan is to provide a general concept that describes the applicants' development vision. A Concept Plan is *not* intended to provide final comments or requirements, or restrict the City's discretion in subsequent stages of the review process.

Conceptual review of this proposal finds that it is substantially in compliance with City Standards, further detailed review will be done with subsequent applications and will address any comments from City Staff as well as the Planning Commission and City Council.

EXISTING CONTEXT

Nearby uses include agricultural land with rural residences to the north and west, a power plant to the east and the Willow Crossing and Cottonwood Farms subdivisions to the south and west. The Fulton Ditch runs north/south through the western edge of the site.

CURRENT ZONING

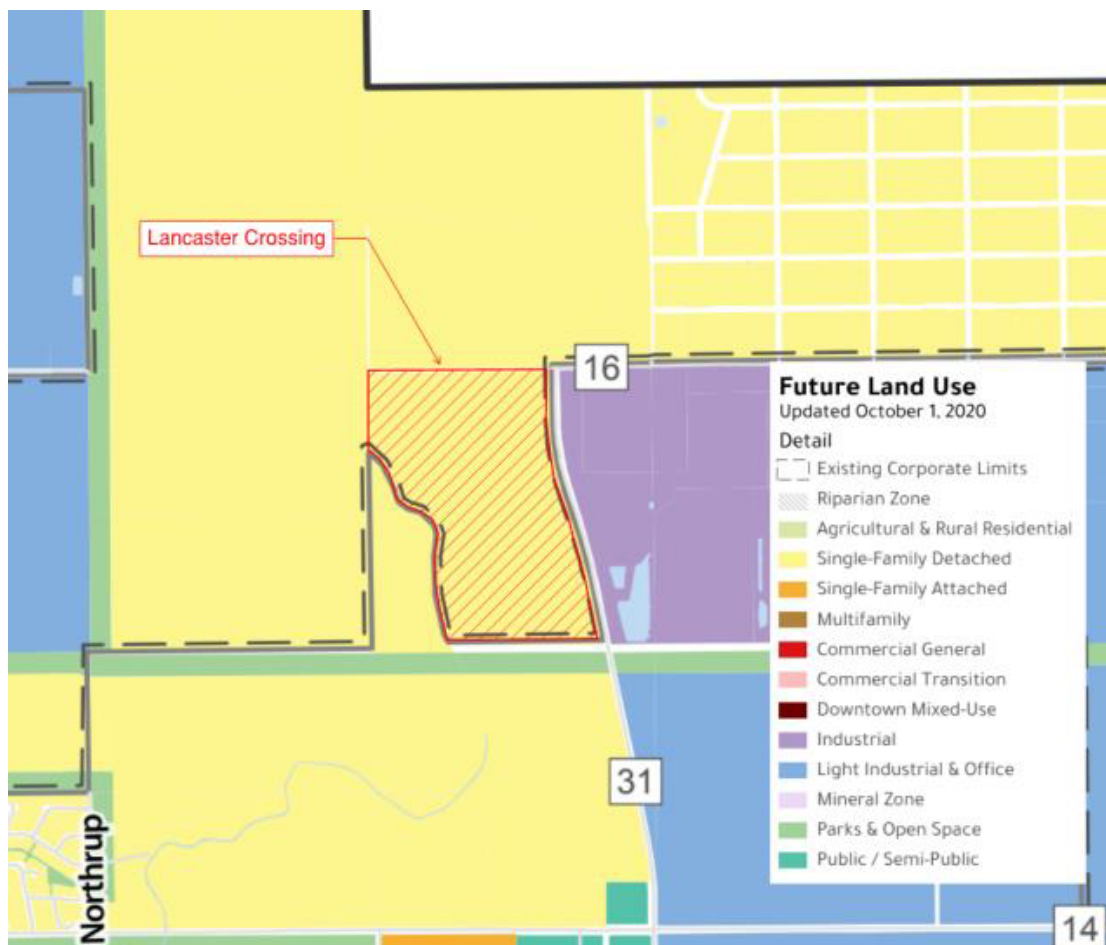


	EXISTING ZONING	EXISTING LAND USE
NORTH	Unincorporated Weld County	Residential
SOUTH	PUD	Residential
EAST	I-2	Industrial
WEST	PUD/Unincorporated Weld County	Residential

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Fort Lupton Comprehensive Plan designates this area as the Single Family Detached land use type. This designations allows for neighborhoods of predominately single family detached homes on individual lots. This can consist of a variety of development types, including higher density homes within the City's urban core and planned subdivisions within residential growth areas. In addition to single family units, these neighborhoods may include scattered single family attached and multi-family housing options, as well as public and semi-public uses.

The proposed development provides for a mix of single-family lots, smaller alley loaded lots and multi-family lots, which allows for a higher density of housing. The Comprehensive Plan states that a variety of development types, including higher density homes may be included within certain Single Family Detached areas within the City, specifically within the urban core. Although the Property is currently undeveloped, it is adjacent to current development. Two residential subdivisions are located west and south of the Property and an industrial development is located east of the Property. Because of its proximity to these developments, staff finds that the proposed development is appropriate at this location as set forth in the Comprehensive Plan.



REFERRALS

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

Referrals were provided to the list above

STAFF RECOMMENDATION

No formal decision is being made here, however staff supports the concept proposed and will continue to work with the applicant to address any concerns that Planning Commission and City Council may have prior to future submittal.

Additional documents are available for review at

<https://www.fortluptonco.gov/DocumentCenter/Index/901>

Project Narrative | Lancaster Crossing

Annexation & Concept Plan

04/17/2024

General Description/Site Features and Proposed Land Uses

The property is located on the north side of 14th Steet, east of the Fulton Ditch, south of Weld County Road (WCR) 16, and west of WCR 31. The property is approximately 91.46 acres and is currently located in Unincorporated Weld County. The applicant is requesting to annex the property into the City of Fort Lupton in adherence with *Picture Fort Lupton* (Comprehensive Plan). Proposed uses will include 209 single family units including 28 alley loaded product and 200 multi-family units. The total 409 residential units across 91.46 acres has an overall project density of 4.47 dwelling units per acre. The project will feature parks, internal sidewalk/trail connections, and multiple residential product types. The project will be constructed to be compatible with existing uses while developing an attractive residential neighborhood.

Compliance with City of Fort Lupton Comprehensive Plan

Picture Fort Lupton adopted in 2018 is the official policy guide for land use and development. In *Picture Fort Lupton* a vision for the future of Fort Lupton is established to act as not only a guide but a “playbook” for policies, strategies, and objectives that form the image and identity of the community. The following analysis shows how Lancaster Crossing is developed in conformance with *Picture Fort Lupton*.

A Vision for Fort Lupton

The Comprehensive Plans outlines the City of Fort Lupton will be the premier destination of the Front Range. It goes on to state that the City will help to guide investment and development, “to best meet needs of a growing community and support diverse, welcoming neighborhoods.” Lancaster Crossing is looking to develop a residential development which furthers the goals and envisions the full intent of the Comprehensive Plan. Lancaster Crossing is proposed as a residential development with multiple product types to support a diverse and welcoming neighborhood.

Allowing for both single family residential and multi-family residential within this project adheres to the vision set forth in *Picture Fort Lupton* which states, “the development of new high density residential will provide those housing options necessary to attract a wealth of new residents while maintaining Fort Lupton’s ‘small-town’ charm.” As proposed multiple product types also allows for multiple price points not only for current residents but future residents of the Fort Lupton community. Creating not just a neighborhood but a community



where all can live, work, and play.

Growth and Development

Lancaster Crossing is currently surrounded by property annexed into the City of Fort Lupton on three sides. It is contemplated in *Picture Fort Lupton* and the Future Land Use map that this parcel is to be annexed and developed within the City of Fort Lupton as a residential development. As indicated in the Comprehensive Plan annexation of this parcel allows for the city to utilize this annexation as a “strategy to guide future annexations in a manner which results in healthy, manageable growth for the City.” This development proposes just that, to annex and develop a diverse, welcoming residential neighborhood. As proposed with both single family and multifamily residential uses, this development provides diversity in housing types for the community. *Picture Fort Lupton* states, “Multi-family complements traditional single family detached by offering the highest density options within Fort Lupton. Opportunities to develop new multi-family will provide affordable housing options and contribute to greater housing diversity.” The Comprehensive Plan goes on to state that, “less than 15 percent of the City’s housing stock is multi-family units ... this suggests a potential need for more multi-family units and/or updated existing multi-family product.” As stated in the Comprehensive Plan, “greater housing diversity is an important focus for residential growth moving forward. This will help the City address housing needs within the community and attract new residents. The City should work with developers to encourage a variety of housing options, including products that offer high density...” With 200 multi-family units and 209 single family units proposed in this development this project will bring greater housing diversity to Fort Lupton to create diverse, welcoming neighborhoods that boast housing diversity to attract new residents to the greater community.

Transportation and Mobility

This project as proposed provides a safe and efficient multi-modal transportation network. New infrastructure as well as the enhancement of existing infrastructure that will serve pedestrians, bicycles, and vehicles alike is proposed. The Comprehensive Plan expresses a concern for a lack of pedestrian connectivity in the City of Fort Lupton it goes on to say, “As improvements are made along road-way corridors, the City should construct sidewalks and/or trails. Adjacent development should participate in this process by providing the necessary improvements along their property.” This project proposes the extension of College Ave with this development within the property boundary connecting 14th Street to WCR 16. The project proposes improvements including but not limited to sidewalks and landscaping along 14th Street and WCR 16 with access to the project from both 14th Street and WCR 16 as well as dedication of ultimate ROW on these roads and WCR 31.

As proposed, new sidewalk infrastructure will fill in existing gaps on 14th Street and WCR



16 while the construction and dedication of new roadways will feature new sidewalks and trail connections. The project is proposed as a multi-modal pedestrian oriented and walkable community with safe and convenient sidewalks, tree lawns, street trees, roadways and connections throughout the neighborhood and to adjacent neighborhoods.

Parks, Open Space and Environmental Features

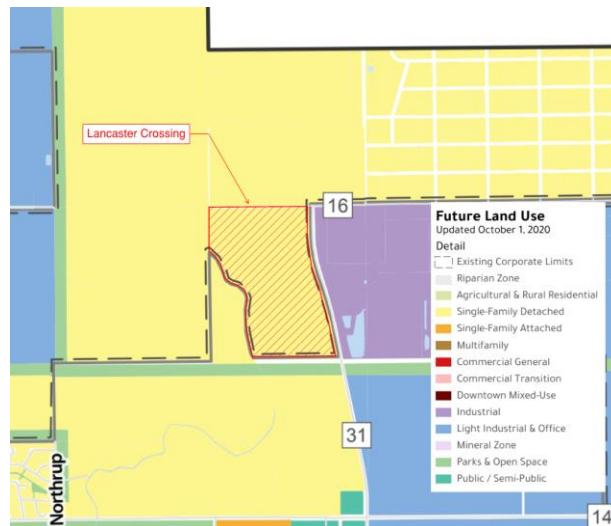
Lancaster Crossing is designed with parks, open space, and environmental features as a priority. The Comprehensive Plan states that a goal of the City is to, “develop new parks to provide all residents to access with parkland.” Lancaster Crossing prioritizes opens space and common areas. Future proposed park areas will provide residents of both Lancaster Crossing and Fort Lupton with opportunities as stated in the Comprehensive Plan to, “get active, socialize, and enjoy the outdoors in their community.”

Picture Fort Lupton also establishes the objective to, “develop new trails to establish a comprehensive trail network throughout the community.” Trails are an essential element of parks and open space; Lancaster Crossing will provide enhanced and new sidewalk connections as mentioned above. These new internal sidewalks will not only provide desired interconnectivity but also link this development to larger established and future pedestrian networks throughout the community and region to realize the goals and intent of *Picture Fort Lupton*.

Compatibility with the Area

Lancaster Crossing is designed to not only adhere to and further the goals and intent of the Comprehensive Plan but also to be compatible with surrounding area and uses. The Future Land Use Map contemplates this property to be developed as Single-Family Residential. Lancaster Crossing will provide 200+ units of single-family residential, additionally this development will also provide 200 units of multi-family residential to develop a diverse, welcoming neighborhood with multiple product types and price points to attract a variety of residents as indicated in the Comprehensive Plan as a goal of the City of Fort Lupton. The Comprehensive Plan also states that, “multi-family complements traditional single family detached by offering the highest density options within Fort Lupton... and contribute to greater housing diversity.”





Lancaster Crossing is proposed as a residential development that is adjacent to existing and planned residential subdivisions to the west and south. Further Lancaster Crossing is designed with buffers on the eastern property boundary to the neighboring industrial uses, with the inclusion of higher density housing (multi-family) in this development, it also helps to transition from the neighboring industrial uses to existing strictly single-family uses.

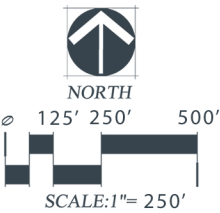
Statement of Compliance with applicant standards and criteria

Lancaster Crossing will continue coordination with City staff and appropriate stakeholders to meet all applicable standards and criteria of the City of Fort Lupton to develop a high-quality residential subdivision that provides a safe and efficient transportation network that accommodates multi-modal transportation.



SITE DATA

DESCRIPTION	QTY.	UNIT		
ALLEY UNIT	28		OPEN SPACE	42 ACRES (46%)
MULTI-FAMILY UNIT	200		LOTS	35 ACRES (38%)
SINGLE FAMILY UNIT	181		RIGHT-OF-WAY	15 ACRES (16%)
TOTAL	409		TOTAL AREA (ACRES)	92 ACRES (100%)



RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 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, August 22, 2024.

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

ROLL CALL

Commissioners Present: Chair Mike Simone, Vice-Chair Bushrod White, Commissioners Kathy Kvasnicka, and Shannon Rhoda.

City Staff Present: Planning Director Todd Hodges, Planners Zachary Mettler, Magaly Morales-Tejada, Sean McDermott, and City Engineer David Rausch.

APPROVAL OF AGENDA

Vice-Chair White moved to approve the agenda, Commissioner Kvasnicka seconded.

CONSENT AGENDA

Vice-Chair White moved to approve the consent agenda, Commissioner Kvasnicka seconded.

PUBLIC COMMENT

There were no public comments.

ACTION ITEM

P2024-013 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON APPROVING THE 84 LUMBER SITE PLAN

Planner Zachary Mettler presented this item. He stated that the proposed project is for a parcel approximately 8.62 acres in size and located east and adjacent to S. Denver Ave and approximately 430' north of County Road 8. The property is currently zoned 'I-1' light industrial and there is currently a vacant 15,650 square foot warehouse on the site. The application proposes a 45,000 square foot lumber truss manufacturing warehouse along with a 6,250 square foot storage structure. Site improvements include additional landscaping, signage and maintenance of the existing chain-link fence, the applicant has worked well with staff on maintenance of current site conditions. The application was reviewed under the site plan process outlined in section 2.06 of the Municipal Code and conforms with applicable city codes and the comprehensive plan.

All notification requirements have been met and staff recommends approval with conditions as listed on the proposed resolution.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024

The applicants, Paul Hawkes, Skyler Hutchins, Guy Flament, and Mike Dopp were present and provided visuals of the existing site and proposed site layout.

Chair Simone opened up for public comments at 6:08pm.

There were no public comments.

Chair Simone closed the public comments at 6:08pm.

Chair Simone opened the hearing for commissioner comments.

Commissioners discussed:

- Parking lot surface
- Site drainage
- Existing chain-link fence and future changes
- Site lighting
- Company's existing out-of-state operations

After discussion Vice Chair White moved to approve P2024-013 A Resolution of The Planning Commission of Fort Lupton Approving The 84 Lumber Site Plan. Commissioner Kvasnicka seconded.

P2024-014 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF AN ANNEXATION KNOWN AS THE SILVER LINING ANNEXATION AND INITIAL ZONING TO THE 'A' AGRICULTURE ZONE DISTRICT

Planner Magaly Morales-Tejada presented this item. She stated that this application is a request for an annexation for a property located north and adjacent to County Road 24 and approximately a quarter mile west of County Road 23. The property is approximately 49.10 acres. The applicant is requesting initial zoning to the Agricultural district for the southern portion of this property and R-1 Single Family Residential zoning for the northern portion of the property. The applicant has submitted a minor subdivision application concurrently with this application, the minor subdivision is being reviewed administratively and proposes a total of 4 lots for single-family rural residential homes.

All notification requirements have been met, including posting on the site, neighbor and mineral interest mailings, newspaper posting and county commissioner notifications and applicable reports. Staff recommends approval with the listed conditions.

The applicant, Derek Barnes, provided additional details on the project He stated that the southern lot is his current residence and would stay his residence with agricultural land. Access for the other 3 lots would be through a shared existing driveway.

Chair Simone opened up for public comments at 6:21pm.

There were no public comments.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024

Chair Simone closed the public comments at 6:21pm.

Chair Simone opened the hearing for commissioner comments. There were no comments. Chair Simone closed the commissioner comments.

Vice Chair White moved to approve P2024-014 A Resolution of The Planning Commission of Fort Lupton Recommending to City Council Approval of An Annexation Known as The Silver Lining Annexation and Initial Zoning to the 'A' Agriculture Zone District. Commissioner Kvasnicka seconded.

Motion passed unanimously.

P2024-015 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF AN ANNEXATION KNOWN AS THE LANCASTER CROSSING ANNEXATION AND INITIAL ZONING TO THE 'A' AGRICULTURE ZONE DISTRICT FOR LAND LEGALLY DESCRIBED IN EXHIBIT A.

Planner Magaly Morales-Tejada presented this item. She stated that this request is for an annexation for a property located south and adjacent to county road 16 and west and adjacent to County Road 31. The property is approximately 91.46 acres. The applicant is requesting initial zoning to the Agricultural district. The applicant has submitted a concept plan request concurrently with this application which is on the agenda later this evening.

All notification requirements have been met and the applicant is present tonight to answer any questions.

The applicant, Melissa Wheeler was present to answer questions but did not have an additional presentation.

Chair Simone opened up for public comments at 6:23pm.

Jenny Turner, a nearby resident, stated that she had concerns with the proposed amount of housing and the accesses.

Chair Simone interjected and explained that this public hearing was only for the Annexation and not for the subdivision, the public would have an opportunity to comment on the subdivision at a later time.

With no additional comments, Chair Simone closed the public comment at 6:25pm.

Chair Simone opened the hearing for commissioner comments.

Commissioners discussed:

- Existing zoning in the County

After discussion, Vice Chair White moved to approve P2024-015 A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of an Annexation Known as the Lancaster Crossing

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024

Annexation and Initial Zoning to the 'A' Agriculture Zone District for Land Legally Described in Exhibit A. Commissioner Kvasnicka seconded. Motion passed unanimously.

Chair Simone asked the Commission if they would be ok with Jenny Turner providing comments on the next agenda item, the Lancaster Concept Plan, even though it is not a public hearing, all commissioners agreed to allow her to comment.

DISCUSSION ITEM

LANCASTER CONCEPT PLAN

Planner Magaly Morales-Tejada presented this item. She stated that this discussion item is a concept plan, according to Article 2.02 (D) of the Fort Lupton development code, there is no formal decision or approval given tonight, this process merely provides general direction for future formal submittals. All information and feedback provided to the applicant will be part of the record and will inform discussion at the City Council meeting, where no formal decision will be made either.

The Lancaster Crossing concept plan is located on the corner of County Road 16 and County Road 31, west of the power plant and adjacent to the willow crossing and cottonwood subdivisions. The 91.46-acre parcel is currently vacant land. The applicant proposes a residential subdivision with 200 multi-family units, 28 alley-loaded units and 181 single family units along with 42 acres of open space. Conceptual review of this proposal finds that it is substantially in compliance with City Standards and the city's comprehensive plan, in which this property is designated as single-family. Further detailed review will be done with subsequent applications and will address any comments from City Staff as well as the Planning Commission and City Council. In tonight's presentation, the applicant will present conceptual elevations, these have not been reviewed as part of the concept plan, but will be reviewed with future committals to ensure compliance with the design standards.

The applicant, Melissa Wheeler, provided visuals of the proposed elevations and explained that she believes the different types of housing products provide a great mix of housing options.

Jenny Turner, nearby resident, stated that she has concerns with how this development would affect neighboring properties, she is also concerned with the access to the site and the traffic that it will bring. She stated that although she is not opposed to progress she would like the developer to work with her and other neighbors to ensure minimal impact during construction and long-term impacts from the development.

Melissa Wheeler responded to these concerns and stated that Baessler wants to be a good neighbor and that as the proposal moves forward, there is a neighborhood meeting requirement in which they will be talking to surrounding neighbors about concerns.

Chair Simone opened up for commissioner comments.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024**

Commissioners discussed:

- Housing types location throughout the subdivision.
- Amenities, including open space, neighborhood parks and suggested pickleball courts.
- Housing density and proximity
- Fire lanes
- Street widths and bicycle lanes
- HOA applicability and responsibilities.
- Trail system.

With no further discussion, this discussion item was closed.

FUTURE BUSINESS

The next Planning Commission meeting is scheduled for September 12, 2024.

ADJOURNMENT

Chair Simone moved to adjourn the meeting at 6:45 PM.

Submitted by

Magaly Morales-Tejada
Planner I

Approved by Planning Commission

Mike Simone
Chair



SUBJECT FOR DISCUSSION

Adopting an Ordinance Accepting an Annexation Known as the Lancaster Crossing Annexation and Approving the Annexation Agreement

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Baessler Development as the representative for Thermo Farms General Partnership (the “Applicants”) has submitted a request for annexation of land totaling 91.46 acres more or less, known as the Lancaster Crossing Annexation. The parcels approximately located north and adjacent to 14th St. and west and adjacent to WCR 31 (Parcel No. 130933100006). The proposed initial zoning is to the ‘A’ Agricultural Zone District, which is being presented to City Council for approval under a separate Action Memorandum and Ordinance following the hearing on this Annexation.

The proposed use of the property is for a residential subdivision. This proposed use is being reviewed under a concept plan concurrently with this annexation, and will be reviewed by City Council at a separate meeting.

FINANCIAL CONSIDERATIONS

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

LEGAL/POLITICAL CONSIDERATIONS

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

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

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

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

STAFF RECOMMENDATIONS

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

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Attachments:

- a. Proposed Ordinance
- b. Planning Commission Resolution
- c. Planning Commission Minutes
- d. Staff Report
- e. Project Narrative
- f. Annexation Map
- g. Annexation Agreement & Petition
- h. City Council Resolution 2024R036 Accepting Annexation Petition
- i. Annexation Impact Report
- j. Legal Notifications

ORDINANCE NO. 2024-xxxx

INTRODUCED BY:

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

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

WHEREAS, a petition for annexation of the subject property, legally described in Exhibit “A”, was filed with the City on April 19, 2024. The owners of 100% of the territory, with the exception of any road rights-of-ways, if applicable, is Thermo Farms General Partnership, LLC, and this territory is not solely a public street or rights-of-ways. The City Council accepted said petition and has found and determined that an election was not required for this annexation under state statute or municipal ordinance or code section and that no additional terms and conditions are to be imposed upon the annexation, other than those expressed in the annexation agreement. The Planning Commission of the City of Fort Lupton, after public hearing on August 22, 2024, has recommended approval of the annexation known as the Lancaster Crossing Annexation. After a public hearing on July 16, 2024, Council found that the area to be annexed is eligible for annexation pursuant to Section 31-12-104 C.R.S. as to contiguity; and, the area is not affected by any of the limitations that would prevent annexation set forth in Section 31-12-105 C.R.S.

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

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

- I. Prior to recording the annexation map:
 - A. Any redline comments provided by City Staff shall be made to the annexation map.
 - B. Applicant shall address the City Engineer’s comments.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 3rd day of September 2024.

PUBLISHED in the Fort Lupton Press the 12th day of September 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 1st day of October 2024.

PUBLISHED BY TITLE ONLY the 10th day of October 2024.

EFFECTIVE (after publication) the 9th day of November 2024.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

A PLAT OF A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF (N1/2) OF SECTION THIRTY-THREE (33), AND A PORTION OF THE SOUTH HALF (S1/2) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION THIRTY-THREE (33) AS MONUMENTED BY A #6 REBAR WITH AN ILLEGIBLE 3.25" ALUMINUM CAP AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 33 AS MONUMENTED AT THE EAST END BY A #6 REBAR WITH A 2.5" ALUMINUM CAP LS 13482 AS BEARING NORTH 89°09'47" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE U. S. SURVEY FOOT.

THENCE SOUTH 00°34'40" EAST ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16 AND TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89°43'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 2646.93 FEET TO THE WEST LINE OF THE NW1/4 OF SAID SECTION 33;

THENCE NORTH 00°36'14" WEST ALONG THE WEST LINE OF SAID NW1/4 A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 33;

THENCE NORTH 00°44'36" WEST ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 28 A DISTANCE OF 30.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16;

THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG THE NORTH RIGHT-OF-WAY OF SAID COUNTY ROAD 16 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE NORTH 89°43'30" EAST A DISTANCE OF 2647.07 FEET;

THENCE NORTH 89°09'47" EAST A DISTANCE OF 1707.45 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 31 AS DESCRIBED IN DEED RECORDED MAY 23, 1980 IN BOOK 904, REC. NO. 1825641;

THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST RIGHT-OF-WAY OF SAID COUNTY ROAD 31 THE FOLLOWING SIX (6) COURSES AND DISTANCES

THENCE SOUTH 00°31'13" EAST A DISTANCE OF 30.00 FEET;

THENCE CONTINUING SOUTH 00°31'13" EAST A DISTANCE OF 436.34 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 706.46 FEET, SAID CURVE HAS A RADIUS OF 2321.83 FEET, A DELTA ANGLE OF 17°26'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 09°14'13" EAST A DISTANCE OF 703.74 FEET;

THENCE SOUTH 17°57'13" EAST A DISTANCE OF 327.18 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST A DISTANCE OF 633.33 FEET, SAID CURVE HAS A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 06°22'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 14°46'13" EAST A DISTANCE OF 633.01 FEET;

THENCE SOUTH 11°35'13" EAST A DISTANCE OF 547.40 FEET;

THENCE SOUTH 89°32'00" WEST ALONG A LINE FIFTY (50) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1452.11 FEET TO THE CENTERLINE OF THE FULTON DITCH;

THENCE NORTHERLY ALONG THE CENTERLINE OF SAID FULTON DITCH THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

THENCE NORTH 29°51'07" WEST A DISTANCE OF 84.85 FEET;

THENCE NORTH 11°38'56" WEST A DISTANCE OF 382.04 FEET;

THENCE NORTH 02°36'51" WEST A DISTANCE OF 360.14 FEET;

THENCE NORTH 08°45'29" EAST A DISTANCE OF 208.08 FEET;

THENCE NORTH 16°21'09" WEST A DISTANCE OF 92.77 FEET;

THENCE NORTH 45°52'37" WEST A DISTANCE OF 173.40 FEET;

THENCE NORTH 74°25'26" WEST A DISTANCE OF 122.24 FEET;

THENCE NORTH 56°44'42" WEST A DISTANCE OF 109.68 FEET;

THENCE NORTH 17°32'34" WEST A DISTANCE OF 155.42 FEET;

THENCE NORTH 27°00'54" WEST A DISTANCE OF 237.74 FEET;

THENCE NORTH 46°35'33" WEST A DISTANCE OF 161.51 FEET TO THE WEST LINE OF THE NE1/4 OF SAID SECTION 33;

THENCE NORTH 00°34'40" WEST ALONG SAID WEST LINE A DISTANCE OF 760.58 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL OF LAND CONTAINS 97.24 ACRES (±4,235,887 SQ.FT.), MORE OR LESS (+/-), AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

RESOLUTION NO. P2024-015

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

WHEREAS, the Planning Commission held a public hearing on August 22, 2024, for the purpose of reviewing an application submitted by Thermo Farms General Partnership, LLC for an annexation, known as the Lancaster Crossing Annexation and Initial Zoning to the 'A' Agriculture Zone District; and

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

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

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

- I. Prior to recording the annexation map:
 - A. Any redline comments provided by City Staff shall be made to the annexation map.
 - B. Applicant shall address the City Engineer's comments.

DONE THIS 22nd DAY OF AUGUST, 2024, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.

Chairman

ATTEST:

Planning Director

EXHIBIT A
PROPERTY DESCRIPTION

A PLAT OF A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF (N1/2) OF SECTION THIRTY-THREE (33), AND A PORTION OF THE SOUTH HALF (S1/2) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION THIRTY-THREE (33) AS MONUMENTED BY A #6 REBAR WITH AN ILLEGIBLE 3.25" ALUMINUM CAP AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 33 AS MONUMENTED AT THE EAST END BY A #6 REBAR WITH A 2.5" ALUMINUM CAP LS 13482 AS BEARING NORTH 89°09'47" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE U. S. SURVEY FOOT.

THENCE SOUTH 00°34'40" EAST ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16 AND TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89°43'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 2646.93 FEET TO THE WEST LINE OF THE NW1/4 OF SAID SECTION 33;
THENCE NORTH 00°36'14" WEST ALONG THE WEST LINE OF SAID NW1/4 A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 33;
THENCE NORTH 00°44'36" WEST ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 28 A DISTANCE OF 30.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16;

THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG THE NORTH RIGHT-OF-WAY OF SAID COUNTY ROAD 16 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE NORTH 89°43'30" EAST A DISTANCE OF 2647.07 FEET;
THENCE NORTH 89°09'47" EAST A DISTANCE OF 1707.45 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 31 AS DESCRIBED IN DEED RECORDED MAY 23, 1980 IN BOOK 904, REC. NO. 1825641;

THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST RIGHT-OF-WAY OF SAID COUNTY ROAD 31 THE FOLLOWING SIX (6) COURSES AND DISTANCES:

THENCE SOUTH 00°31'13" EAST A DISTANCE OF 30.00 FEET;
THENCE CONTINUING SOUTH 00°31'13" EAST A DISTANCE OF 436.34 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 706.46 FEET, SAID CURVE HAS A RADIUS OF 2321.83 FEET, A DELTA ANGLE OF 17°26'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 09°14'13" EAST A DISTANCE OF 703.74 FEET;
THENCE SOUTH 17°57'13" EAST A DISTANCE OF 327.18 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST A DISTANCE OF 633.33 FEET, SAID CURVE HAS A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 06°22'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 14°46'13" EAST A DISTANCE OF 633.01 FEET;
THENCE SOUTH 11°35'13" EAST A DISTANCE OF 547.40 FEET;
THENCE SOUTH 89°32'00" WEST ALONG A LINE FIFTY (50) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1452.11 FEET TO THE CENTERLINE OF THE FULTON DITCH;

THENCE NORTHERLY ALONG THE CENTERLINE OF SAID FULTON DITCH THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

THENCE NORTH 29°51'07" WEST A DISTANCE OF 84.85 FEET;
THENCE NORTH 11°38'56" WEST A DISTANCE OF 382.04 FEET;
THENCE NORTH 02°36'51" WEST A DISTANCE OF 360.14 FEET;
THENCE NORTH 08°45'29" EAST A DISTANCE OF 208.08 FEET;
THENCE NORTH 16°21'09" WEST A DISTANCE OF 92.77 FEET;
THENCE NORTH 45°52'37" WEST A DISTANCE OF 173.40 FEET;
THENCE NORTH 74°25'26" WEST A DISTANCE OF 122.24 FEET;
THENCE NORTH 56°44'42" WEST A DISTANCE OF 109.68 FEET;
THENCE NORTH 17°32'34" WEST A DISTANCE OF 155.42 FEET;
THENCE NORTH 27°00'54" WEST A DISTANCE OF 237.74 FEET;
THENCE NORTH 46°35'33" WEST A DISTANCE OF 161.51 FEET TO THE WEST LINE OF THE NE1/4 OF SAID SECTION 33;
THENCE NORTH 00°34'40" WEST ALONG SAID WEST LINE A DISTANCE OF 760.58 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL OF LAND CONTAINS 97.24 ACRES (±4,235,887 SQ.FT.), MORE OR LESS (+/-), AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 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, August 22, 2024.

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

ROLL CALL

Commissioners Present: Chair Mike Simone, Vice-Chair Bushrod White, Commissioners Kathy Kvasnicka, and Shannon Rhoda.

City Staff Present: Planning Director Todd Hodges, Planners Zachary Mettler, Magaly Morales-Tejada, Sean McDermott, and City Engineer David Rausch.

APPROVAL OF AGENDA

Vice-Chair White moved to approve the agenda, Commissioner Kvasnicka seconded.

CONSENT AGENDA

Vice-Chair White moved to approve the consent agenda, Commissioner Kvasnicka seconded.

PUBLIC COMMENT

There were no public comments.

ACTION ITEM

P2024-013 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON APPROVING THE 84 LUMBER SITE PLAN

Planner Zachary Mettler presented this item. He stated that the proposed project is for a parcel approximately 8.62 acres in size and located east and adjacent to S. Denver Ave and approximately 430' north of County Road 8. The property is currently zoned 'I-1' light industrial and there is currently a vacant 15,650 square foot warehouse on the site. The application proposes a 45,000 square foot lumber truss manufacturing warehouse along with a 6,250 square foot storage structure. Site improvements include additional landscaping, signage and maintenance of the existing chain-link fence, the applicant has worked well with staff on maintenance of current site conditions. The application was reviewed under the site plan process outlined in section 2.06 of the Municipal Code and conforms with applicable city codes and the comprehensive plan.

All notification requirements have been met and staff recommends approval with conditions as listed on the proposed resolution.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024

The applicants, Paul Hawkes, Skyler Hutchins, Guy Flament, and Mike Dopp were present and provided visuals of the existing site and proposed site layout.

Chair Simone opened up for public comments at 6:08pm.

There were no public comments.

Chair Simone closed the public comments at 6:08pm.

Chair Simone opened the hearing for commissioner comments.

Commissioners discussed:

- Parking lot surface
- Site drainage
- Existing chain-link fence and future changes
- Site lighting
- Company's existing out-of-state operations

After discussion Vice Chair White moved to approve P2024-013 A Resolution of The Planning Commission of Fort Lupton Approving The 84 Lumber Site Plan. Commissioner Kvasnicka seconded.

P2024-014 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF AN ANNEXATION KNOWN AS THE SILVER LINING ANNEXATION AND INITIAL ZONING TO THE 'A' AGRICULTURE ZONE DISTRICT

Planner Magaly Morales-Tejada presented this item. She stated that this application is a request for an annexation for a property located north and adjacent to County Road 24 and approximately a quarter mile west of County Road 23. The property is approximately 49.10 acres. The applicant is requesting initial zoning to the Agricultural district for the southern portion of this property and R-1 Single Family Residential zoning for the northern portion of the property. The applicant has submitted a minor subdivision application concurrently with this application, the minor subdivision is being reviewed administratively and proposes a total of 4 lots for single-family rural residential homes.

All notification requirements have been met, including posting on the site, neighbor and mineral interest mailings, newspaper posting and county commissioner notifications and applicable reports. Staff recommends approval with the listed conditions.

The applicant, Derek Barnes, provided additional details on the project He stated that the southern lot is his current residence and would stay his residence with agricultural land. Access for the other 3 lots would be through a shared existing driveway.

Chair Simone opened up for public comments at 6:21pm.

There were no public comments.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024

Chair Simone closed the public comments at 6:21pm.

Chair Simone opened the hearing for commissioner comments. There were no comments. Chair Simone closed the commissioner comments.

Vice Chair White moved to approve P2024-014 A Resolution of The Planning Commission of Fort Lupton Recommending to City Council Approval of An Annexation Known as The Silver Lining Annexation and Initial Zoning to the 'A' Agriculture Zone District. Commissioner Kvasnicka seconded.

Motion passed unanimously.

P2024-015 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF AN ANNEXATION KNOWN AS THE LANCASTER CROSSING ANNEXATION AND INITIAL ZONING TO THE 'A' AGRICULTURE ZONE DISTRICT FOR LAND LEGALLY DESCRIBED IN EXHIBIT A.

Planner Magaly Morales-Tejada presented this item. She stated that this request is for an annexation for a property located south and adjacent to county road 16 and west and adjacent to County Road 31. The property is approximately 91.46 acres. The applicant is requesting initial zoning to the Agricultural district. The applicant has submitted a concept plan request concurrently with this application which is on the agenda later this evening.

All notification requirements have been met and the applicant is present tonight to answer any questions.

The applicant, Melissa Wheeler was present to answer questions but did not have an additional presentation.

Chair Simone opened up for public comments at 6:23pm.

Jenny Turner, a nearby resident, stated that she had concerns with the proposed amount of housing and the accesses.

Chair Simone interjected and explained that this public hearing was only for the Annexation and not for the subdivision, the public would have an opportunity to comment on the subdivision at a later time.

With no additional comments, Chair Simone closed the public comment at 6:25pm.

Chair Simone opened the hearing for commissioner comments.

Commissioners discussed:

- Existing zoning in the County

After discussion, Vice Chair White moved to approve P2024-015 A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of an Annexation Known as the Lancaster Crossing

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024

Annexation and Initial Zoning to the 'A' Agriculture Zone District for Land Legally Described in Exhibit A. Commissioner Kvasnicka seconded. Motion passed unanimously.

Chair Simone asked the Commission if they would be ok with Jenny Turner providing comments on the next agenda item, the Lancaster Concept Plan, even though it is not a public hearing, all commissioners agreed to allow her to comment.

DISCUSSION ITEM

LANCASTER CONCEPT PLAN

Planner Magaly Morales-Tejada presented this item. She stated that this discussion item is a concept plan, according to Article 2.02 (D) of the Fort Lupton development code, there is no formal decision or approval given tonight, this process merely provides general direction for future formal submittals. All information and feedback provided to the applicant will be part of the record and will inform discussion at the City Council meeting, where no formal decision will be made either.

The Lancaster Crossing concept plan is located on the corner of County Road 16 and County Road 31, west of the power plant and adjacent to the willow crossing and cottonwood subdivisions. The 91.46-acre parcel is currently vacant land. The applicant proposes a residential subdivision with 200 multi-family units, 28 alley-loaded units and 181 single family units along with 42 acres of open space. Conceptual review of this proposal finds that it is substantially in compliance with City Standards and the city's comprehensive plan, in which this property is designated as single-family. Further detailed review will be done with subsequent applications and will address any comments from City Staff as well as the Planning Commission and City Council. In tonight's presentation, the applicant will present conceptual elevations, these have not been reviewed as part of the concept plan, but will be reviewed with future committals to ensure compliance with the design standards.

The applicant, Melissa Wheeler, provided visuals of the proposed elevations and explained that she believes the different types of housing products provide a great mix of housing options.

Jenny Turner, nearby resident, stated that she has concerns with how this development would affect neighboring properties, she is also concerned with the access to the site and the traffic that it will bring. She stated that although she is not opposed to progress she would like the developer to work with her and other neighbors to ensure minimal impact during construction and long-term impacts from the development.

Melissa Wheeler responded to these concerns and stated that Baessler wants to be a good neighbor and that as the proposal moves forward, there is a neighborhood meeting requirement in which they will be talking to surrounding neighbors about concerns.

Chair Simone opened up for commissioner comments.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024**

Commissioners discussed:

- Housing types location throughout the subdivision.
- Amenities, including open space, neighborhood parks and suggested pickleball courts.
- Housing density and proximity
- Fire lanes
- Street widths and bicycle lanes
- HOA applicability and responsibilities.
- Trail system.

With no further discussion, this discussion item was closed.

FUTURE BUSINESS

The next Planning Commission meeting is scheduled for September 12, 2024.

ADJOURNMENT

Chair Simone moved to adjourn the meeting at 6:45 PM.

Submitted by

Magaly Morales-Tejada
Planner I

Approved by Planning Commission

Mike Simone
Chair

LANCASTER CROSSING ANNEXATION STAFF REPORT
PROJECT NO. ANX2024-003

PROJECT DESCRIPTION

Project No.: ANX24-003

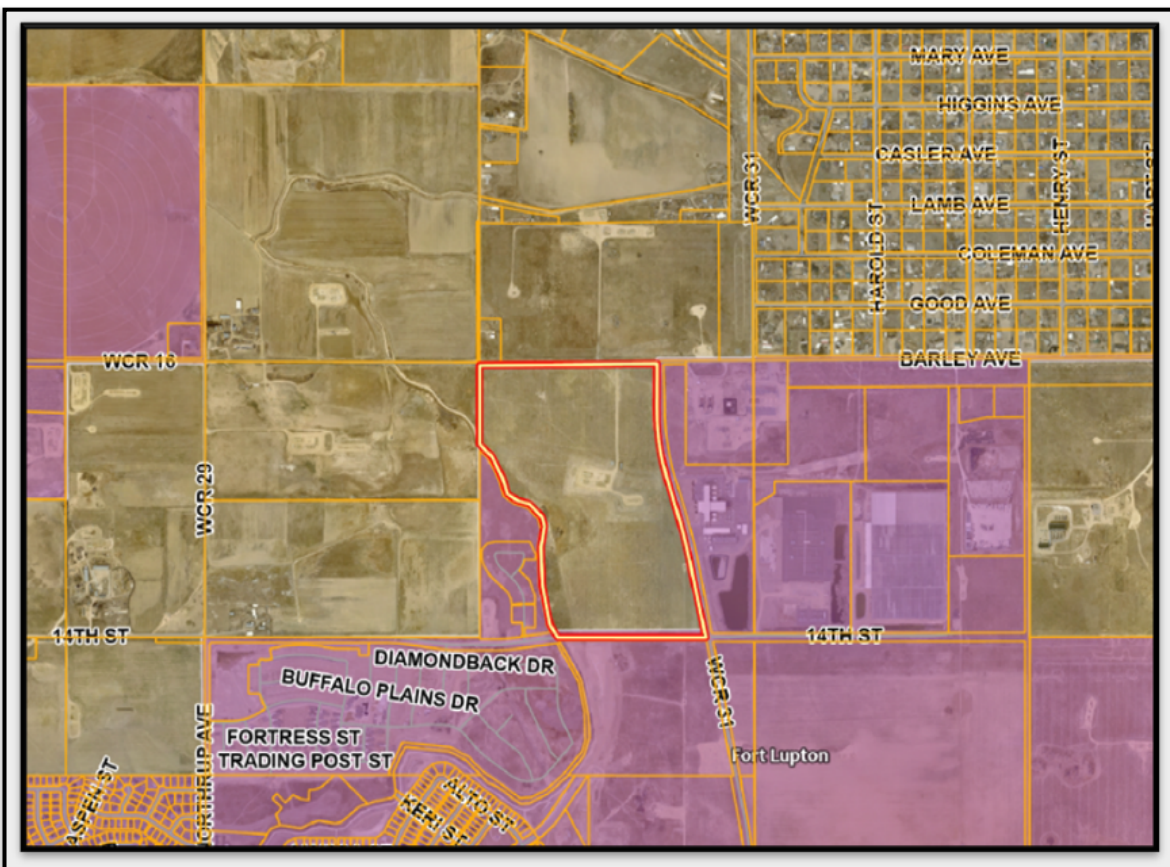
Project name: Lancaster Crossing Annexation

Owner's Name: Thermo Farms General Partnership ("Applicants")

Representative: Melissa Wheeler with Baessler Development ("Applicant")

Location of Request:

The site is located approximately located north and adjacent to 14th St. and west and adjacent to WCR 31 (The Property). The Property is located in the Northeast Quarter of Section 33, Township 2 North , Range 66 West of the 6th P.M., County of Weld, State of Colorado.



Nature of Request:

The Applicants has submitted a request for annexation of a parcel with initial designation to the 'A' Agriculture Zone District. A Concept Plan application has been submitted concurrently with this annexation request.

Site Size: 91.46 acres, more or less.

Proposed Zone District: 'A' Agriculture Zone District

Concept Land Use Plan: The Applicant will be requesting a major mixed density residential subdivision. This request has been submitted concurrently with this annexation and initial zoning review.

Existing Use: Vcanat Land

Hearing Dates: Planning Commission – August 22, 2024 at 6:00 PM; and
City Council – September 2, 2024 at 6:00 PM.

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

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

SUMMARY OF PREVIOUS APPLICATIONS

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

APPLICATION PROCESS

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

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

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

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

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

NOTIFICATION REQUIREMENTS

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

In addition, notice of the public hearings, as well as the resolution and petition, was sent to the Weld County Commissioners and Weld County Attorney, the school district and all special districts on August 7, 2024 by certified mail, return-receipt requested. The annexation impact report was sent on August 12, 2024 to the Weld County Commissioners by certified mail, return-receipt requested.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

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

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

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

Staff Comment: On July 16, 2024, the City Council accepted the annexation petition and set the public hearing date for this matter for September 2, 2024.

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

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

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

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

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

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

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

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

- f) Unless specifically deferred by the City Council, zoning of the property shall occur concurrently with the annexation. Proposed zoning shall conform to a concept land use plan submitted with the annexation petition. In the event that sufficient planning has not been done to define zoning

boundaries at the time of annexation, the City may zone the property “A,” Agricultural, as an interim zoning classification.

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

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

Staff Comment: The proposed annexation meets the required contiguity.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Fort Lupton Comprehensive Plan designates this area as the Single Family Detached land use type. This designations allows for neighborhoods of predominately single family detached homes on individual lots. This can consist of a variety of development types, including higher density homes within the City’s urban core and planned subdivisions within residential growth areas. In addition to single family units, these neighborhoods may include scattered single family attached and multi-family housing options, as well as public and semi-public uses.

REFERRALS

Referrals were provided to the list below.

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

CDOT	Colorado DRMS	Colorado Parks and Wildlife
City Attorney	Police Chief	City Administrator
Comcast	CenturyLink	Xcel Energy
Economic Development Manager	City Engineer	Fort Lupton Fire Protection District
Finance Director	Hyper Fiber	Postmaster
NCWCD	Town of Platteville	CWCWD
Public Works Director	Building Inspector	GIS Specialist
Weld County Department of Planning	Weld CDPH&E	Weld County Public Works
Weld County GIS	Western Midstream	United Power

RECOMMENDATION

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

For more information on this development, please refer to the Planning Commission packet provided. Additional documents can be found at: <https://www.fortluptonco.gov/DocumentCenter/Index/902>.

Project Narrative | Lancaster Crossing

Annexation & Concept Plan

04/17/2024

General Description/Site Features and Proposed Land Uses

The property is located on the north side of 14th Steet, east of the Fulton Ditch, south of Weld County Road (WCR) 16, and west of WCR 31. The property is approximately 91.46 acres and is currently located in Unincorporated Weld County. The applicant is requesting to annex the property into the City of Fort Lupton in adherence with *Picture Fort Lupton* (Comprehensive Plan). Proposed uses will include 209 single family units including 28 alley loaded product and 200 multi-family units. The total 409 residential units across 91.46 acres has an overall project density of 4.47 dwelling units per acre. The project will feature parks, internal sidewalk/trail connections, and multiple residential product types. The project will be constructed to be compatible with existing uses while developing an attractive residential neighborhood.

Compliance with City of Fort Lupton Comprehensive Plan

Picture Fort Lupton adopted in 2018 is the official policy guide for land use and development. In *Picture Fort Lupton* a vision for the future of Fort Lupton is established to act as not only a guide but a “playbook” for policies, strategies, and objectives that form the image and identity of the community. The following analysis shows how Lancaster Crossing is developed in conformance with *Picture Fort Lupton*.

A Vision for Fort Lupton

The Comprehensive Plans outlines the City of Fort Lupton will be the premier destination of the Front Range. It goes on to state that the City will help to guide investment and development, “to best meet needs of a growing community and support diverse, welcoming neighborhoods.” Lancaster Crossing is looking to develop a residential development which furthers the goals and envisions the full intent of the Comprehensive Plan. Lancaster Crossing is proposed as a residential development with multiple product types to support a diverse and welcoming neighborhood.

Allowing for both single family residential and multi-family residential within this project adheres to the vision set forth in *Picture Fort Lupton* which states, “the development of new high density residential will provide those housing options necessary to attract a wealth of new residents while maintaining Fort Lupton’s ‘small-town’ charm.” As proposed multiple product types also allows for multiple price points not only for current residents but future residents of the Fort Lupton community. Creating not just a neighborhood but a community



where all can live, work, and play.

Growth and Development

Lancaster Crossing is currently surrounded by property annexed into the City of Fort Lupton on three sides. It is contemplated in *Picture Fort Lupton* and the Future Land Use map that this parcel is to be annexed and developed within the City of Fort Lupton as a residential development. As indicated in the Comprehensive Plan annexation of this parcel allows for the city to utilize this annexation as a “strategy to guide future annexations in a manner which results in healthy, manageable growth for the City.” This development proposes just that, to annex and develop a diverse, welcoming residential neighborhood. As proposed with both single family and multifamily residential uses, this development provides diversity in housing types for the community. *Picture Fort Lupton* states, “Multi-family complements traditional single family detached by offering the highest density options within Fort Lupton. Opportunities to develop new multi-family will provide affordable housing options and contribute to greater housing diversity.” The Comprehensive Plan goes on to state that, “less than 15 percent of the City’s housing stock is multi-family units ... this suggests a potential need for more multi-family units and/or updated existing multi-family product.” As stated in the Comprehensive Plan, “greater housing diversity is an important focus for residential growth moving forward. This will help the City address housing needs within the community and attract new residents. The City should work with developers to encourage a variety of housing options, including products that offer high density...” With 200 multi-family units and 209 single family units proposed in this development this project will bring greater housing diversity to Fort Lupton to create diverse, welcoming neighborhoods that boast housing diversity to attract new residents to the greater community.

Transportation and Mobility

This project as proposed provides a safe and efficient multi-modal transportation network. New infrastructure as well as the enhancement of existing infrastructure that will serve pedestrians, bicycles, and vehicles alike is proposed. The Comprehensive Plan expresses a concern for a lack of pedestrian connectivity in the City of Fort Lupton it goes on to say, “As improvements are made along road-way corridors, the City should construct sidewalks and/or trails. Adjacent development should participate in this process by providing the necessary improvements along their property.” This project proposes the extension of College Ave with this development within the property boundary connecting 14th Street to WCR 16. The project proposes improvements including but not limited to sidewalks and landscaping along 14th Street and WCR 16 with access to the project from both 14th Street and WCR 16 as well as dedication of ultimate ROW on these roads and WCR 31.

As proposed, new sidewalk infrastructure will fill in existing gaps on 14th Street and WCR



16 while the construction and dedication of new roadways will feature new sidewalks and trail connections. The project is proposed as a multi-modal pedestrian oriented and walkable community with safe and convenient sidewalks, tree lawns, street trees, roadways and connections throughout the neighborhood and to adjacent neighborhoods.

Parks, Open Space and Environmental Features

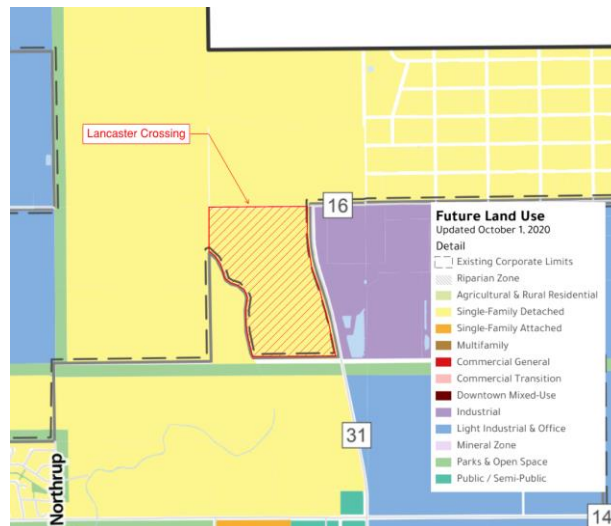
Lancaster Crossing is designed with parks, open space, and environmental features as a priority. The Comprehensive Plan states that a goal of the City is to, “develop new parks to provide all residents to access with parkland.” Lancaster Crossing prioritizes open space and common areas. Future proposed park areas will provide residents of both Lancaster Crossing and Fort Lupton with opportunities as stated in the Comprehensive Plan to, “get active, socialize, and enjoy the outdoors in their community.”

Picture Fort Lupton also establishes the objective to, “develop new trails to establish a comprehensive trail network throughout the community.” Trails are an essential element of parks and open space; Lancaster Crossing will provide enhanced and new sidewalk connections as mentioned above. These new internal sidewalks will not only provide desired interconnectivity but also link this development to larger established and future pedestrian networks throughout the community and region to realize the goals and intent of *Picture Fort Lupton*.

Compatibility with the Area

Lancaster Crossing is designed to not only adhere to and further the goals and intent of the Comprehensive Plan but also to be compatible with surrounding area and uses. The Future Land Use Map contemplates this property to be developed as Single-Family Residential. Lancaster Crossing will provide 200+ units of single-family residential, additionally this development will also provide 200 units of multi-family residential to develop a diverse, welcoming neighborhood with multiple product types and price points to attract a variety of residents as indicated in the Comprehensive Plan as a goal of the City of Fort Lupton. The Comprehensive Plan also states that, “multi-family complements traditional single family detached by offering the highest density options within Fort Lupton... and contribute to greater housing diversity.”





Lancaster Crossing is proposed as a residential development that is adjacent to existing and planned residential subdivisions to the west and south. Further Lancaster Crossing is designed with buffers on the eastern property boundary to the neighboring industrial uses, with the inclusion of higher density housing (multi-family) in this development, it also helps to transition from the neighboring industrial uses to existing strictly single-family uses.

Statement of Compliance with applicant standards and criteria

Lancaster Crossing will continue coordination with City staff and appropriate stakeholders to meet all applicable standards and criteria of the City of Fort Lupton to develop a high-quality residential subdivision that provides a safe and efficient transportation network that accommodates multi-modal transportation.



LANCASTER CROSSING ANNEXATION
TO THE CITY OF FORT LUPTON, COLORADO
A PORTION OF THE N1/2 OF SECTION 33 AND A PORTION OF THE S1/2 OF SECTION 28,
TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

PROPERTY DESCRIPTION:

A PLAT OF A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF (N1/2) OF SECTION THIRTY-THREE (33), AND A PORTION OF THE SOUTH HALF (S1/2) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION THIRTY-THREE (33) AS MONUMENTED BY A #6 REBAR WITH AN ILLEGIBLE 3.25" ALUMINUM CAP AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 33 AS MONUMENTED AT THE EAST END BY A #6 REBAR WITH A 2.5" ALUMINUM CAP LS 13482 AS BEARING NORTH 89°09'47" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE U. S. SURVEY FOOT.

THENCE SOUTH 00°34'40" EAST ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16 AND TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89°43'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 2646.93 FEET TO THE WEST LINE OF THE NW1/4 OF SAID SECTION 33;
THENCE NORTH 00°36'14" WEST ALONG THE WEST LINE OF SAID NW1/4 A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 33;
THENCE NORTH 00°44'36" WEST ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 28 A DISTANCE OF 30.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16;

THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG THE NORTH RIGHT-OF-WAY OF SAID COUNTY ROAD 16 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE NORTH 89°43'30" EAST A DISTANCE OF 2647.07 FEET;
THENCE NORTH 89°09'47" EAST A DISTANCE OF 1707.45 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 31 AS DESCRIBED IN DEED RECORDED MAY 23, 1980 IN BOOK 904, REC. NO. 1825641;

THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST RIGHT-OF-WAY OF SAID COUNTY ROAD 31 THE FOLLOWING SIX (6) COURSES AND DISTANCES:

THENCE SOUTH 00°31'13" EAST A DISTANCE OF 30.00 FEET;
THENCE CONTINUING SOUTH 00°31'13" EAST A DISTANCE OF 436.34 FEET TO A POINT OF CURVATURE (PC);
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 706.46 FEET, SAID CURVE HAS A RADIUS OF 2321.83 FEET, A DELTA ANGLE OF 17°26'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 09°14'13" EAST A DISTANCE OF 703.74 FEET;
THENCE SOUTH 17°57'13" EAST A DISTANCE OF 327.18 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST A DISTANCE OF 633.33 FEET, SAID CURVE HAS A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 06°22'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 14°46'13" EAST A DISTANCE OF 633.01 FEET;
THENCE SOUTH 11°35'13" EAST A DISTANCE OF 547.40 FEET;
THENCE SOUTH 89°32'00" WEST ALONG A LINE FIFTY (50) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1452.11 FEET TO THE CENTERLINE OF THE FULTON DITCH;

THENCE NORTHERLY ALONG THE CENTERLINE OF SAID FULTON DITCH THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

THENCE NORTH 29°51'07" WEST A DISTANCE OF 84.85 FEET;
THENCE NORTH 11°38'56" WEST A DISTANCE OF 382.04 FEET;
THENCE NORTH 02°36'51" WEST A DISTANCE OF 360.14 FEET;
THENCE NORTH 08°45'29" EAST A DISTANCE OF 208.08 FEET;
THENCE NORTH 16°21'09" WEST A DISTANCE OF 92.77 FEET;
THENCE NORTH 45°52'37" WEST A DISTANCE OF 173.40 FEET;
THENCE NORTH 74°25'26" WEST A DISTANCE OF 122.24 FEET;
THENCE NORTH 56°44'42" WEST A DISTANCE OF 109.68 FEET;
THENCE NORTH 17°32'34" WEST A DISTANCE OF 155.42 FEET;
THENCE NORTH 27°00'54" WEST A DISTANCE OF 237.74 FEET;
THENCE NORTH 46°35'33" WEST A DISTANCE OF 161.51 FEET TO THE WEST LINE OF THE NE1/4 OF SAID SECTION 33;
THENCE NORTH 00°34'40" WEST ALONG SAID WEST LINE A DISTANCE OF 760.58 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL OF LAND CONTAINS 97.24 ACRES (±4,235,887 SQ.FT.), MORE OR LESS (+/-), AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

OWNER'S APPROVAL

KNOW ALL MEN BY THESE PRESENTS, THAT **THERMO FARMS, GENERAL PARTNERSHIP, L.L.P.**, BEING THE SOLE OWNERS OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE ANNEXED UNDER THE NAME OF **LANCASTER CROSSING ANNEXATION**.

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

BY: _____ AS: _____

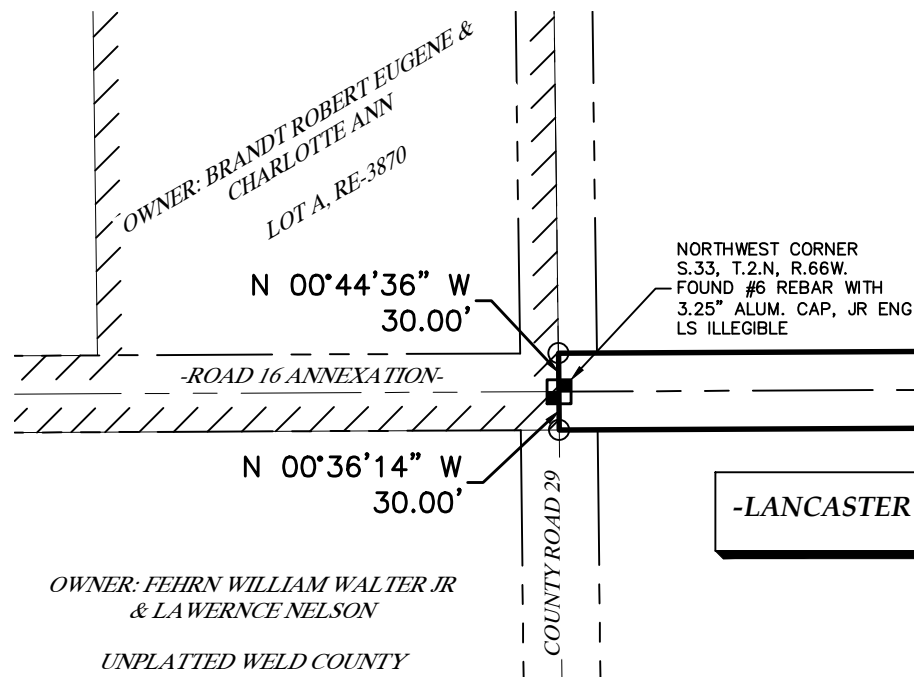
STATE OF COLORADO)
COUNTY OF WELD) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ AS _____ OF _____

THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES: _____.

NOTARY PUBLIC



S1/4
S.28, T.2N., R.66W.
OWNER: FEHRN WILLIAM WALTER JR & LAWRENCE ET AL
UNPLATTED WELD COUNTY

OWNER: CARTER CLIFFORD D ET AL
UNPLATTED WELD COUNTY
N1/4
S.33, T.2N., R.66W.

30' RIGHT-OF-WAY
DEEDED TO WELD COUNTY
RECORDED OCTOBER 11, 1989
BOOK 76, PAGE 193
REC. NO. 34216

30' RIGHT-OF-WAY
DEEDED TO WELD COUNTY
RECORDED OCTOBER 11, 1989
BOOK 76, PAGE 193
REC. NO. 34216

MATCH LINE A
(SEE SHEET 2 OF 2)

VICINITY MAP

SCALE - 1"=1000'

VICINITY LEGEND

GIS PARCEL LINES
SUBJECT PROPERTY
CITY OF FORT LUPTON

LEGEND

SECTION LINE
QUARTER SECTION LINE
BOUNDARY LINE
ADJACENT LOT LINE
RIGHT-OF-WAY LINE
EASEMENT LINE
CURRENT CORPORATE LIMITS OF THE CITY OF FORT LUPTON
ALIQUOT MONUMENT AS DESCRIBED
FOUND MONUMENT AS DESCRIBED
CALCULATED POSITION
WELL HEAD
PLUGGED & ABANDONED WELL

PLANNING COMMISSION RECOMMENDATION

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE-DESCRIBED PROPERTY WAS RECOMMENDED TO THE FORT LUPTON CITY COUNCIL VIA RESOLUTION NO. _____.

RECOMMENDED THIS _____ DAY OF _____, 20____.

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE-DESCRIBED PROPERTY WAS APPROVED BY ORDINANCE NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE _____ DAY OF _____, 20____ AND THAT THE MAYOR AND THE CITY OF FORT LUPTON, AS AUTHORIZED BY ORDINANCE NO. _____ ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

APPROVED THIS _____ DAY OF _____, 20____.

ATTEST: CITY CLERK

MAYOR

SEAL

TITLE COMMITMENT NOTE

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LAT40, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OR RECORDS, LAT40, INC. RELIED UPON ALTA COMMITMENT NUMBER ET3300657, HAVING AN EFFECTIVE DATE OF DECEMBER 4, 2023, AS ISSUED BY ELDORADO TITLE ALLIANCE, LLC, TO DELINEATE THE AFORESAID INFORMATION.

PROJECT CONTACTS

LAND OWNER:
THERMO FARMS
1540 MAIN ST. #218/303
WINDSOR, CO 80550

APPLICANT/OWNER'S REPRESENTATIVE:
BAESSLER DEVELOPMENT LLC
33105 COUNTY ROAD 33
GREELEY, COLORADO 80631
ATTN: MELISSA WHEELER

SURVEYOR:
LAT40° PROFESSIONAL LAND SURVEYORS
6250 WEST 10TH STREET, UNIT 2
GREELEY, COLORADO 80634
ATTN: BRIAN BRINKMAN

SURVEYOR'S NOTES

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

2. BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, T.2N., R.66W., AS BEARING NORTH 89°09'47" EAST AS MONUMENTED BY A #6 REBAR WITH A 3.25" ILLEGIBLE ALUMINUM CAP AT THE WEST END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 13482 AT THE EAST END, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT".

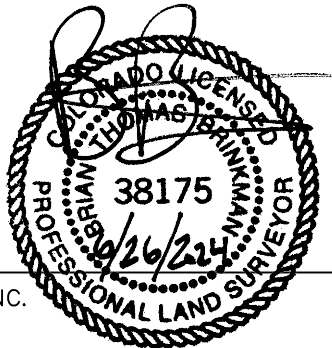
3. THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY BY LAT40°, INC. IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE EXISTING CITY OF FORT LUPTON MUNICIPAL LIMITS.

4. THE AREA OF ANNEXATION IS WITHIN THE FOLLOWING SPECIAL DISTRICTS:

FORT LUPTON FIRE PROTECTION DISTRICT
FORT LUPTON RE-8 SCHOOL DISTRICT
CENTRAL COLORADO WATER DISTRICT
CENTRAL COLORADO WATER SUBDISTRICT
NORTHERN COLORADO WATER
HIGH PLAINS LIBRARY DISTRICT
AIMS JUNIOR COLLEGE DISTRICT
PLATTE VALLEY CONSERVATION DISTRICT

SURVEYOR'S STATEMENT

I CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



SHEET 1 OF 2

BRIAN T. BRINKMAN—ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175

SHEET SIZE: 24X36

REVISIONS

DESCRIPTION:	DATE:
ADDRESS CITY COMMENTS	BTB 2024-05-17
REVISE ANNEXATION BOUNDARY	BTB 2024-06-26

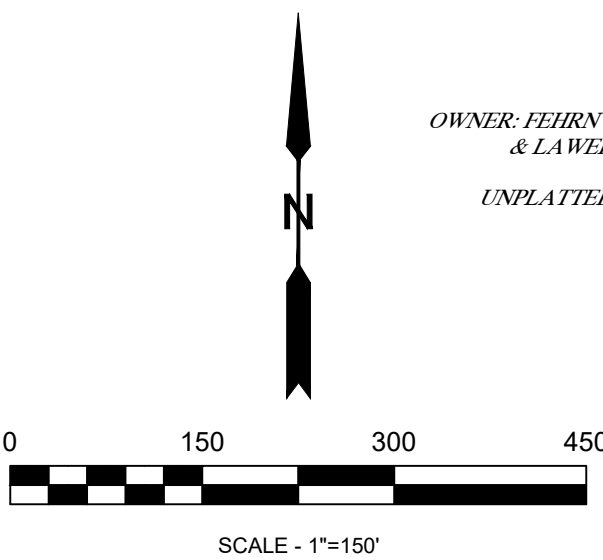
LANCASTER CROSSING ANNEXATION
S.33 & S.28, T.2N., R.66W.
WELD COUNTY, COLORADO
BAESSLER DEVELOPMENT, LLC
33105 COUNTY ROAD 33, GREELEY, COLORADO 80631

DRAWN BY: LD
CHECKED BY: BB
SCALE: AS NOTED
PROJECT #: 2023457.02
DATE: 3/22/2024
SHEET: 1 OF 2



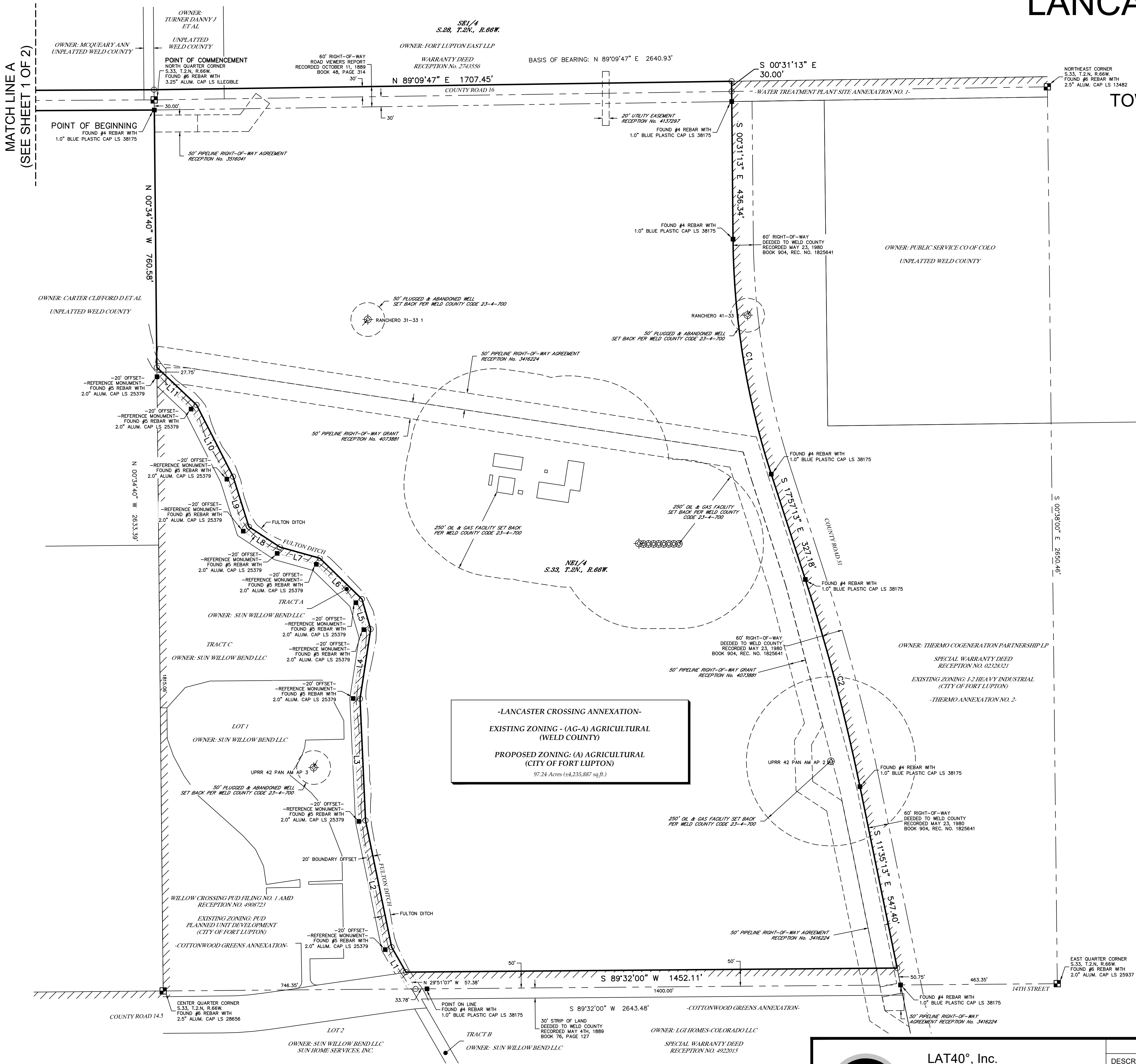
LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	6280.86
TOTAL BOUNDARY PERIMETER (L.F.)	14042.73
1/6 OF PERIMETER (L.F.)	2340.46
ANNEXATION RATIO (1 to X)	2.236
TOTAL LAND AREA (Acres)	97.24



LANCASTER CROSSING ANNEXATION

TO THE CITY OF FORT LUPTON, COLORADO
A PORTION OF THE N1/2 OF SECTION 33 AND
A PORTION OF THE S1/2 OF SECTION 28,
TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO



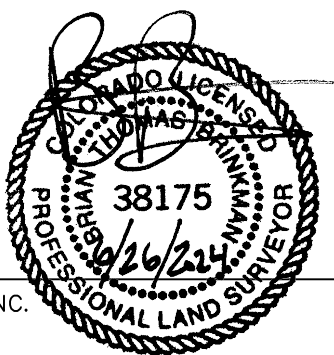
LEGEND

- SECTION LINE
- QUARTER SECTION LINE
- BOUNDARY LINE
- ADJACENT LOT LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- CURRENT CORPORATE LIMITS OF THE CITY OF FORT LUPTON
- ALQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- CALCULATED POSITION
- WELL HEAD
- PLUGGED & ABANDONED WELL

CURVE		CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	
C1	706.46'	2321.83'	17°26'00"	S 09°14'13" E	703.74'	
C2	633.33'	5699.58'	6°22'00"	S 14°46'13" E	633.01'	

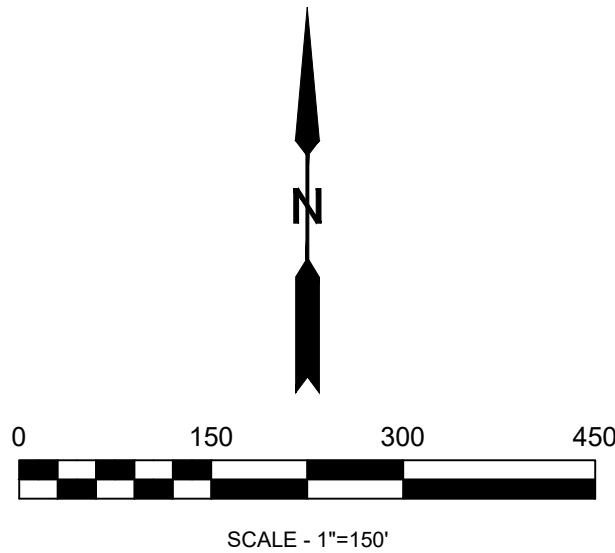
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 29°51'03" W	84.85'
L2	N 11°38'56" W	382.04'
L3	N 02°36'51" W	360.14'
L4	N 08°45'29" E	208.08'
L5	N 16°21'09" W	92.77'
L6	N 45°52'37" W	173.40'
L7	N 74°25'26" W	122.24'
L8	N 56°44'42" W	109.68'
L9	N 17°32'34" W	155.42'
L10	N 27°00'54" W	237.74'
L11	N 46°35'53" W	161.51'

ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	6280.86
TOTAL BOUNDARY PERIMETER (L.F.)	14042.73
1/6 OF PERIMETER (L.F.)	2340.46
ANNEXATION RATIO (1 to X)	2.236
TOTAL LAND AREA (Acres)	97.24



SHEET 2 OF 2

BRIAN T. BRINKMAN—ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175



SHEET SIZE: 24X36



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS		
DESCRIPTION:		DATE:
ADDRESS CITY COMMENTS	BTB	2024-05-17
REVISE ANNEXATION BOUNDARY	BTB	2024-06-26

LANCASTER CROSSING ANNEXATION
S.33 & S.28, T.2N., R.66W.
WELD COUNTY, COLORADO
BAESSLER DEVELOPMENT, LLC
33105 COUNTY ROAD 33, GREELEY, COLORADO 80631

DRAWN BY: LD	SCALE: AS NOTED	DATE: 3/22/2024
CHECKED BY: BB	PROJECT #: 2023457.02	SHEET: 2 OF 2



Planning & Building

130 S. McKinley Avenue Phone: 303.857.6694
Fort Lupton, CO 80621 Fax: 303.857.0351
www.fortlupton.org

LANCASTER CROSSING **ANNEXATION AGREEMENT**

THIS AGREEMENT is made and entered into this 19 day of April, 2024, by and between Thermo Farms General Partnership, LLP (“Owner”) and the City of Fort Lupton (“Fort Lupton” or “City”), a municipal corporation of the State of Colorado (collectively, the “Parties”).

WITNESSETH:

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

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

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

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

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

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

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

1. **Maps and Surveys.** Owner agrees to execute, promptly upon request of Fort Lupton, any and all maps, surveys, engineering, master planning, annexation impact reports and public notice and other documents necessary to finalize the annexation of the Property and the other provisions of this Agreement.
2. **Exclusivity.** Owner agrees to not sign any other petition for annexation of the Property or any petition for an annexation election relating to the Property, except upon request of Fort Lupton.
3. **Fees.** Owner agrees to pay Fort Lupton an annexation fee in the amount of **\$2,048.77**.
4. **Resolution of Substantial Compliance.** Fort Lupton shall act upon the annexation petition on [REDACTED], 20[REDACTED] and shall set a public hearing for [REDACTED], 20[REDACTED], unless Owner consents to later action.
5. **Zoning.** Parties recognize that it is necessary by State law, to zone the Property within 90 days of annexation, and that the most appropriate use of the Property is for Agricultural purposes. Owner has submitted a request to zone the Property Agricultural (AG) and the City will act upon this request following a public hearing on [REDACTED]. Notwithstanding such zoning, City agrees that Owner's Present Uses (defined below) of the Property shall be deemed to be lawful nonconforming uses and such Present Uses may continue on the Property so long as Owner does not change the use of the Property. For purposes of this Agreement, Present Uses means all current activities, practices and uses of, on, or about the Property, whether engaged in by or on behalf of Owner, which include these types of uses: agricultural and residential structures and uses, agricultural activities, farming, hunting, waste water management, farm vehicle management, livestock, ditch burning, weed and pest management, dust and noise abatement, odor management, times of operation, land and crop management, outdoor storage of farm and marketing materials, growing crops that are the same or similar to those that are currently grown on the Property, and irrigating such crops through accepted, either presently or in the future, irrigation practices. Owner shall take all action necessary to permit zoning by Fort Lupton of the annexed Property within the time prescribed by State statutes. The Owner recognizes that the City has adopted design standards for AG uses and the Owner will comply with, and adhere to, these guidelines subject to the terms of this Agreement.
6. **Rights-of-Way and Easements.** Owner agrees to dedicate by General Warranty Deed or appropriate instrument of conveyance acceptable to the City, easements and rights-of-way for streets and other public ways and for other public purposes, as required by City master plans, ordinances, and resolutions. Such dedications shall occur immediately upon request of the City, except that internal rights-of-way shall be dedicated at the time of subdivision platting, unless the City specifies another time.

7. **Streets.** Owner agrees to design, improve, and provide signage, lighting, and signalization for all public streets and other public ways within or adjacent to the Property in accordance with City ordinances and resolutions and other applicable standards, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by City ordinances and resolutions, to guarantee construction of all required improvements, and, if requested by Fort Lupton, to dedicate to Fort Lupton any or all other required improvements. Owner agrees to enter into an agreement pertaining to such improvements and other matters prior to any development and/or subdivision of the Property.

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

8. **Compliance with Master Plans.** Owner agrees that future development of the Property will comply with any adopted infrastructure plans, including but not limited to, transportation, drainage, water, sewer, land use and comprehensive plans.
9. **Special Improvement Districts.** If requested by Fort Lupton, Owner agrees to include the Property in one or more special improvement districts or other mechanisms established by Fort Lupton for making improvements to streets and other public ways, or for making other public improvements authorized by law, and Owner hereby appoints the City Administrator of Fort Lupton as Owner's attorney-in-fact for the purpose of executing all documents determined by Fort Lupton to be necessary for such inclusion. If requested by Owner, Fort Lupton agrees to consider the establishment of one or more special improvement districts for making such improvements.
10. **Compliance with Ordinances, Resolutions and Standards.** Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that Owner shall comply with, all City ordinances and resolutions including, without limitation, ordinances and resolutions pertaining to subdivision, zoning, storm drainage, utilities, and flood control.
11. **Limitations.** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of

the City and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the City of any tax or fee.

12. **Disconnection.** No right or remedy of disconnection of the Property from the City shall accrue from this Agreement, other than that provided by applicable State laws. In the event the Property or any portion thereof is disconnected at Owner's request, Fort Lupton shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.
13. **Severability.** The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.
14. **Municipal Services.** Fort Lupton agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the City, which services include, but are not limited to, police protection and water and sewer services. Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, fire protection or emergency medical services, but the Property is presently included within the boundaries of and is entitled to receive such services from the Fort Lupton Fire Protection District.
15. **Existing Water Rights.** At the time of subdivision or development, the Owner agrees to convey all irrigation water rights and groundwater rights associated with the property and listed in Exhibit C. The timing and method of the necessary conveyance shall be determined concurrently with review and approval of any development plan or subdivision plat. Owner agrees to convey to the City, upon annexation of the subject property, all water rights listed on Exhibit C, and any related stock certificates evidencing ownership of the water rights, free and clear of all encumbrances and with all taxes and assessments related thereto paid in full, unless the City in writing rejects any or all such water rights.
16. **Future Conveyance of Water Rights.** In accordance with Fort Lupton Municipal Code Section 13-122, Owner agrees to convey to the City all water rights necessary for development, and any related stock certificates evidencing ownership of the water rights, free and clear of all encumbrances and with all taxes and assessments related hereto paid in full, but the City retains the right to require cash in lieu thereof. Water rights may be conveyed on a pro-rata basis as the Property develops.

Owner hereby acknowledges its receipt of a copy of Fort Lupton Municipal Code Section 13-122 concerning City policy with respect to the dedication of water rights, or cash in lieu, to the City in connection with annexations, and agrees to comply with such

resolutions and with any amendments thereto, including any applicable amendments adopted subsequent to the annexation of the subject Property.

17. **Parks and Public Lands.** Owner agrees to dedicate to the City, or pay cash in lieu of land, areas to be used for public purposes if required by City at the time of platting. Lands dedicated shall be acceptable to City and shall comprise six (6) percent of gross residential and two (2) percent of gross non-residential land. All dedicated lands shall be platted by the Owner in accordance the City's subdivision regulations. Owner agrees to pay to City at the time of building permit any applicable park development fees as enacted by City Council by ordinance.
18. **Cooperation.** The Parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.
19. **Amendments.** This Agreement may be amended with the written consent of the City and Owner of the Property. Such amendments shall be in writing, shall be recorded with the County Clerk of Weld County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment.
20. **Sole Agreement.** This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.
21. **Liability.** Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the Property, or with any other annexation or other action determined necessary or desirable by the City in order to effectuate the annexation of the Property, or which are in any manner connected with Fort Lupton's enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the City's option to pay the attorney's fees for defense counsel of the City's choice for any such liability, claims, or demands.
22. **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.
23. **"Owner" Defined.** As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall have the

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

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

Thermo Farms General Partnership, LLP
By: Realty Funding Source, LLC, as Partnership Co-Manager
By and through William J. Johanningmeier, on behalf of
JMeier, Inc. Managing Member

By: William J. Johanningmeier
William J. Johanningmeier, President

CITY OF FORT LUPTON

By: _____
Zo Stieber, Mayor

ATTEST:

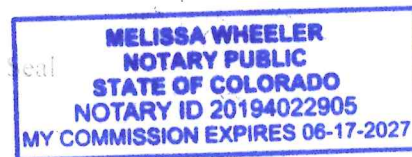
By: _____
Mari Peña, City Clerk

State of Colorado)
) ss
County of Weld)

The foregoing instrument was acknowledged before me this 19 day of April, 2024 by

William J. Johanningmeier, as President of JMeier, Inc., Managing Member of Realty Funding Source, LLC, Co-Manager of Thermo Farms General Partnership, LLP.

Melissa Wheeler
Notary Signature



State of Colorado)
) ss
County of Weld)

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

Notary Signature

Seal

EXHIBIT A

AN AREA OF LAND BEING A PORTION OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION THIRTY-THREE (33) AS MONUMENTED BY A #6 REBAR WITH AN ILLEGIBLE 3.25" ALUMINUM CAP AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 33 AS MONUMENTED AT THE EAST END BY A #6 REBAR WITH A 2.5" ALUMINUM CAP LS 13482 AS BEARING NORTH 89°09'47" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE U. S. SURVEY FOOT.

THENCE NORTH 89°09'47" EAST ALONG THE NORTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1707.46 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 31 AS DESCRIBED IN DEED RECORDED MAY 23, 1980 IN BOOK 904, REC. NO. 1825641;

THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST RIGHT-OF-WAY OF SAID COUNTY ROAD 31 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

THENCE SOUTH 00°31'13" EAST A DISTANCE OF 436.34 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 706.46 FEET, SAID CURVE HAS A RADIUS OF 2321.83 FEET, A DELTA ANGLE OF 17°26'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 09°14'13" EAST A DISTANCE OF 703.74 FEET;

THENCE SOUTH 17°57'13" EAST A DISTANCE OF 327.18 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST A DISTANCE OF 633.33 FEET, SAID CURVE HAS A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 06°22'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 14°46'13" EAST A DISTANCE OF 633.01 FEET;

THENCE SOUTH 11°35'13" EAST A DISTANCE OF 547.40 FEET;

THENCE SOUTH 89°32'00" WEST ALONG A LINE FIFTY (50) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1452.11 FEET TO THE CENTERLINE OF THE FULTON DITCH;

THENCE NORTHERLY ALONG THE CENTERLINE OF SAID FULTON DITCH THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

THENCE NORTH 29°51'07" WEST A DISTANCE OF 84.85 FEET;

THENCE NORTH 11°38'56" WEST A DISTANCE OF 382.04 FEET;

THENCE NORTH 02°36'51" WEST A DISTANCE OF 360.14 FEET;

THENCE NORTH 08°45'29" EAST A DISTANCE OF 208.08 FEET;

THENCE NORTH 16°21'09" WEST A DISTANCE OF 92.77 FEET;

THENCE NORTH 45°52'37" WEST A DISTANCE OF 173.40 FEET;

THENCE NORTH 74°25'26" WEST A DISTANCE OF 122.24 FEET;

THENCE NORTH 56°44'42" WEST A DISTANCE OF 109.68 FEET;

THENCE NORTH 17°32'34" WEST A DISTANCE OF 155.42 FEET;

THENCE NORTH 27°00'54" WEST A DISTANCE OF 237.74 FEET;

THENCE NORTH 46°35'33" WEST A DISTANCE OF 161.51 FEET TO THE WEST LINE OF THE NE1/4 OF SAID SECTION 33;

THENCE NORTH 00°34'40" WEST ALONG SAID WEST LINE A DISTANCE OF 790.58 FEET TO THE POINT OF BEGINNING;

SAID AREA OF LAND CONTAINS 92.42 ACRES (±4,025,845 SQ.FT.), MORE OR LESS (+/-), AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED AREA OF LAND.

EXHIBIT B

Signed Petition for Annexation (Attached)

EXHIBIT C
Water Rights Appurtenant to Property

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

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

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

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

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Fort Lupton.
 - b. A community of interest exists between the area proposed to be annexed and the City of Fort Lupton.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Fort Lupton.
 - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way
 - ii. Comprises twenty acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - f. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality.
 - g. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - h. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - i. The territory to be annexed is 92.42 acres, more or less, in total area.
 - j. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally

describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.

- k. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - l. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
 4. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.
 5. The zoning classification requested for the area proposed to be annexed is AG, as shown on the annexation map attached hereto and incorporated herein.
 6. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
 7. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion **at such time that municipal water is necessary to serve current or future development on the property**. At such time, the Owner shall complete a water study at the Owner's expense as requested by the City or applicable water provider(s). Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right

which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

8. The non-refundable annexation application fee of \$2,048.77 is tendered herewith.

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

1	Land Owner Name: Signature: <u>William J. J. [Signature]</u>	Mailing Address (street, city, state, ZIP): Date of signing: <u>4/19/2024</u>
2	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
3	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
4	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP Code): Date of signing:

(Additional sheets may be attached if necessary.)

The foregoing signature(s) was/were subscribed and sworn to before me this 19 day of April, 2024, by

Witness my hand and official seal.

My commission expires on 06/17/2027.

[Signature]
Notary Public



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

Land Owned by Land Owner 1:

PROPERTY DESCRIPTION

LANCASTER CROSSING ANNEXATION

A PLAT OF A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF (N1/2) OF SECTION THIRTY-THREE (33), AND A PORTION OF THE SOUTH HALF (S1/2) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION THIRTY-THREE (33) AS MONUMENTED BY A #6 REBAR WITH AN ILLEGIBLE 3.25" ALUMINUM CAP AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 33 AS MONUMENTED AT THE EAST END BY A #6 REBAR WITH A 2.5" ALUMINUM CAP LS 13482 AS BEARING NORTH 89°09'47" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE U. S. SURVEY FOOT.

THENCE SOUTH 00°34'40" EAST ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16 AND TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89°43'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 2646.93 FEET TO THE WEST LINE OF THE NW1/4 OF SAID SECTION 33;
THENCE NORTH 00°36'14" WEST ALONG THE WEST LINE OF SAID NW1/4 A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 33;
THENCE NORTH 00°44'36" WEST ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 28 A DISTANCE OF 30.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16;

THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG THE NORTH RIGHT-OF-WAY OF SAID COUNTY ROAD 16 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE NORTH 89°43'30" EAST A DISTANCE OF 2647.07 FEET;
THENCE NORTH 89°09'47" EAST A DISTANCE OF 1707.45 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 31 AS DESCRIBED IN DEED RECORDED MAY 23, 1980 IN BOOK 904, REC. NO. 1825641;

THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST RIGHT-OF-WAY OF SAID COUNTY ROAD 31 THE FOLLOWING SIX (6) COURSES AND DISTANCES:

THENCE SOUTH 00°31'13" EAST A DISTANCE OF 30.00 FEET;
THENCE CONTINUING SOUTH 00°31'13" EAST A DISTANCE OF 436.34 FEET TO A POINT OF CURVATURE (PC);
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 706.46 FEET, SAID CURVE HAS A RADIUS OF 2321.83 FEET, A DELTA ANGLE OF 17°26'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 09°14'13" EAST A DISTANCE OF 703.74 FEET;
THENCE SOUTH 17°57'13" EAST A DISTANCE OF 327.18 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST A DISTANCE OF 633.33 FEET, SAID CURVE HAS A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 06°22'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 14°46'13" EAST A DISTANCE OF 633.01 FEET;
THENCE SOUTH 11°35'13" EAST A DISTANCE OF 547.40 FEET;
THENCE SOUTH 89°32'00" WEST ALONG A LINE FIFTY (50) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1452.11 FEET TO THE CENTERLINE OF THE FULTON DITCH;

THENCE NORTHERLY ALONG THE CENTERLINE OF SAID FULTON DITCH THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

THENCE NORTH 29°51'07" WEST A DISTANCE OF 84.85 FEET;
THENCE NORTH 11°38'56" WEST A DISTANCE OF 382.04 FEET;
THENCE NORTH 02°36'51" WEST A DISTANCE OF 360.14 FEET;
THENCE NORTH 08°45'29" EAST A DISTANCE OF 208.08 FEET;
THENCE NORTH 16°21'09" WEST A DISTANCE OF 92.77 FEET;
THENCE NORTH 45°52'37" WEST A DISTANCE OF 173.40 FEET;
THENCE NORTH 74°25'26" WEST A DISTANCE OF 122.24 FEET;
THENCE NORTH 56°44'42" WEST A DISTANCE OF 109.68 FEET;
THENCE NORTH 17°32'34" WEST A DISTANCE OF 155.42 FEET;
THENCE NORTH 27°00'54" WEST A DISTANCE OF 237.74 FEET;
THENCE NORTH 46°35'33" WEST A DISTANCE OF 161.51 FEET TO THE WEST LINE OF THE NE1/4 OF SAID SECTION 33;
THENCE NORTH 00°34'40" WEST ALONG SAID WEST LINE A DISTANCE OF 760.58 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL OF LAND CONTAINS 97.24 ACRES (±4,235,887 SQ.FT.), MORE OR LESS (+/-), AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

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


(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 19 day of April, 2024, by Zachery Cesar.

Witness my hand and official seal.

My commission expires on 06/17/2027.


Notary Public



RESOLUTION NO. 2024R036

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS THE LANCASTER ANNEXATION AND SETTING THE PUBLIC HEARING FOR SEPTEMBER 3, 2024

WHEREAS, the Fort Lupton City Council has reviewed the annexation petition submitted by Thermo Farms General Partnership, LLC for 97.24 acres, more or less, and known as the Lancaster Annexation; and

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

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves this Resolution initiating annexation proceedings for the Lancaster Annexation and sets the hearing date for September 3, 2024, to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

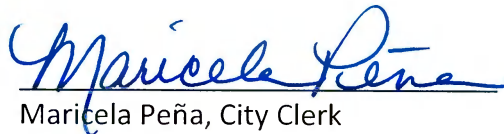
APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 16th DAY OF JULY 2024.

City of Fort Lupton, Colorado



Zo Hubbard, Mayor

Attest:



Maricela Peña, City Clerk



Approved as to form:



Andy Ausmus, City Attorney



Planning & Building Department

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 720.928.4003

Fax: 303.857.0351

www.fortluptonco.gov

August 12, 2024

LANCASTER CROSSING ANNEXATION ANNEXATION IMPACT REPORT

Statement of Purpose

This Annexation Impact Report, which has been prepared pursuant to Section 31-12-108.5 of the Colorado Revised Statutes, is based on the Annexation Petition for an annexation known as the Lancaster Crossing Annexation submitted by the Applicant, Thermo Farms General Partnership, LLC. It is being reviewed and evaluated by the City of Fort Lupton staff, and is scheduled for review by the City of Fort Lupton Planning Commission on August 22, 2024 at 6:00 PM and City Council on March 15, 2022 at 7:00 PM. Please contact Todd Hodges or Magaly Morales-Tejada in the Planning Department at the address on the header of this report, or at telephone number 720-928-4003, with any comments and/or questions.

Project Description

The property proposed for annexation is located in the North Half Section 33, and a portion of the South Half of Section 28, Township 2 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado. The property is situated west and adjacent to County Road 31 and south and adjacent to County Road 16 in Weld County, Colorado. The total acreage of the Lancaster Crossing Annexation is 97.24 acres, more or less. The annexation meets the 1/6th or 16.67% contiguity requirements set by State Statutes. The annexation map is attached along with the vicinity map.

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

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

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

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

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

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

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

- (a) A final Annexation Agreement and Annexation Ordinance shall be submitted to the Weld County Clerk and Recorder for recording and to the Weld County Attorney, upon request.
- (b) The plans of the City of Fort Lupton for extending municipal services to, or otherwise providing for, municipal services to the subject property to be annexed as follows:
 1. **On-Site / Off-Street Improvements:** The annexation agreement will address any future improvements.
 2. **Dry Utilities to Service Property:** Electrical, telephone, cable television and natural gas facilities are located in the vicinity of the property or already serving the property to be annexed.
 3. **Water Transmission and Sanitary Sewer Interceptors:** Water and sewer service can be extended to this site and will be addressed in the annexation agreement.
 4. **Police, Fire, and Other City Services:** Police protection will be provided by the City of Fort Lupton. Fire protection will be provided by the Fort Lupton Fire Protection District.
 5. **Water Distribution and Sewer Collection:** At the time of development that requires it, the developer of the property will be responsible for all construction of any required water and sanitary sewer systems in accordance with the City's Standards or agreements

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

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

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

Attachments:

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

LANCASTER CROSSING ANNEXATION
TO THE CITY OF FORT LUPTON, COLORADO
A PORTION OF THE N1/2 OF SECTION 33 AND A PORTION OF THE S1/2 OF SECTION 28,
TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

PROPERTY DESCRIPTION:

A PLAT OF A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF (N1/2) OF SECTION THIRTY-THREE (33), AND A PORTION OF THE SOUTH HALF (S1/2) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION THIRTY-THREE (33) AS MONUMENTED BY A #6 REBAR WITH AN ILLEGIBLE 3.25" ALUMINUM CAP AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 33 AS MONUMENTED AT THE EAST END BY A #6 REBAR WITH A 2.5" ALUMINUM CAP LS 13482 AS BEARING NORTH 89°09'47" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE U. S. SURVEY FOOT.

THENCE SOUTH 00°34'40" EAST ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16 AND TO THE POINT OF BEGINNING;

THENCE SOUTH 89°43'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 2646.93 FEET TO THE WEST LINE OF THE NW1/4 OF SAID SECTION 33;
THENCE NORTH 00°36'14" WEST ALONG THE WEST LINE OF SAID NW1/4 A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 33;
THENCE NORTH 00°44'36" WEST ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 28 A DISTANCE OF 30.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16;

THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG THE NORTH RIGHT-OF-WAY OF SAID COUNTY ROAD 16 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE NORTH 89°43'30" EAST A DISTANCE OF 2647.07 FEET;
THENCE NORTH 89°09'47" EAST A DISTANCE OF 1707.45 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 31 AS DESCRIBED IN DEED RECORDED MAY 23, 1980 IN BOOK 904, REC. NO. 1825641;

THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST RIGHT-OF-WAY OF SAID COUNTY ROAD 31 THE FOLLOWING SIX (6) COURSES AND DISTANCES:

THENCE SOUTH 00°31'13" EAST A DISTANCE OF 30.00 FEET;
THENCE CONTINUING SOUTH 00°31'13" EAST A DISTANCE OF 436.34 FEET TO A POINT OF CURVATURE (PC);
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 706.46 FEET, SAID CURVE HAS A RADIUS OF 2321.83 FEET, A DELTA ANGLE OF 17°26'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 09°14'13" EAST A DISTANCE OF 703.74 FEET;
THENCE SOUTH 17°57'13" EAST A DISTANCE OF 327.18 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST A DISTANCE OF 633.33 FEET, SAID CURVE HAS A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 06°22'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 14°46'13" EAST A DISTANCE OF 633.01 FEET;
THENCE SOUTH 11°35'13" EAST A DISTANCE OF 547.40 FEET;
THENCE SOUTH 89°32'00" WEST ALONG A LINE FIFTY (50) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1452.11 FEET TO THE CENTERLINE OF THE FULTON DITCH;

THENCE NORTHERLY ALONG THE CENTERLINE OF SAID FULTON DITCH THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

THENCE NORTH 29°51'07" WEST A DISTANCE OF 84.85 FEET;
THENCE NORTH 11°38'56" WEST A DISTANCE OF 382.04 FEET;
THENCE NORTH 02°36'51" WEST A DISTANCE OF 360.14 FEET;
THENCE NORTH 08°45'29" EAST A DISTANCE OF 208.08 FEET;
THENCE NORTH 16°21'09" WEST A DISTANCE OF 92.77 FEET;
THENCE NORTH 45°52'37" WEST A DISTANCE OF 173.40 FEET;
THENCE NORTH 74°25'26" WEST A DISTANCE OF 122.24 FEET;
THENCE NORTH 56°44'42" WEST A DISTANCE OF 109.68 FEET;
THENCE NORTH 17°32'34" WEST A DISTANCE OF 155.42 FEET;
THENCE NORTH 27°00'54" WEST A DISTANCE OF 237.74 FEET;
THENCE NORTH 46°35'33" WEST A DISTANCE OF 161.51 FEET TO THE WEST LINE OF THE NE1/4 OF SAID SECTION 33;
THENCE NORTH 00°34'40" WEST ALONG SAID WEST LINE A DISTANCE OF 760.58 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINS 97.24 ACRES (±4,235,887 SQ.FT.), MORE OR LESS (+/-), AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

OWNER'S APPROVAL

KNOW ALL MEN BY THESE PRESENTS, THAT THERMO FARMS, GENERAL PARTNERSHIP, L.L.P., BEING THE SOLE OWNERS OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE ANNEXED UNDER THE NAME OF LANCASTER CROSSING ANNEXATION.

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

BY: _____ AS: _____

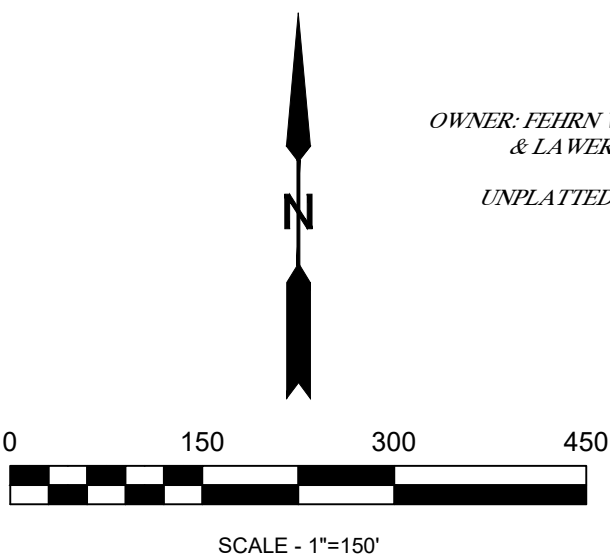
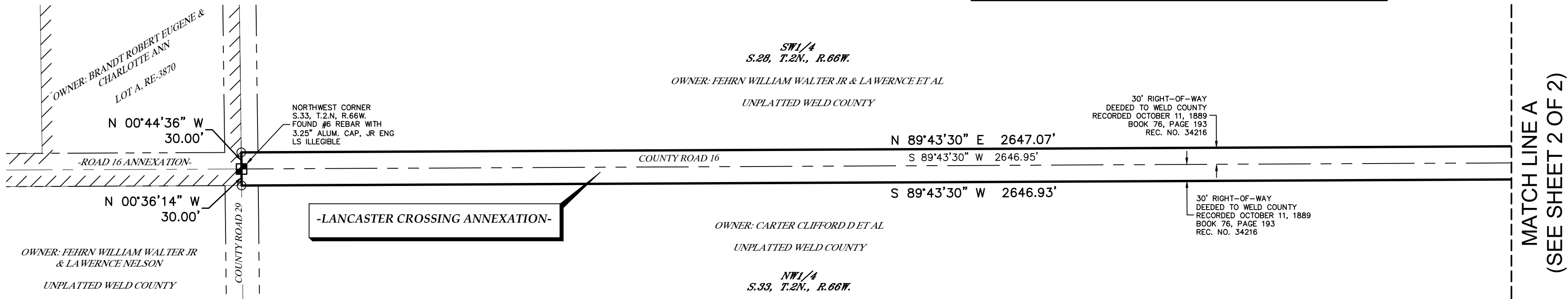
STATE OF COLORADO)
COUNTY OF WELD) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ AS _____ OF _____

THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES: _____.

NOTARY PUBLIC



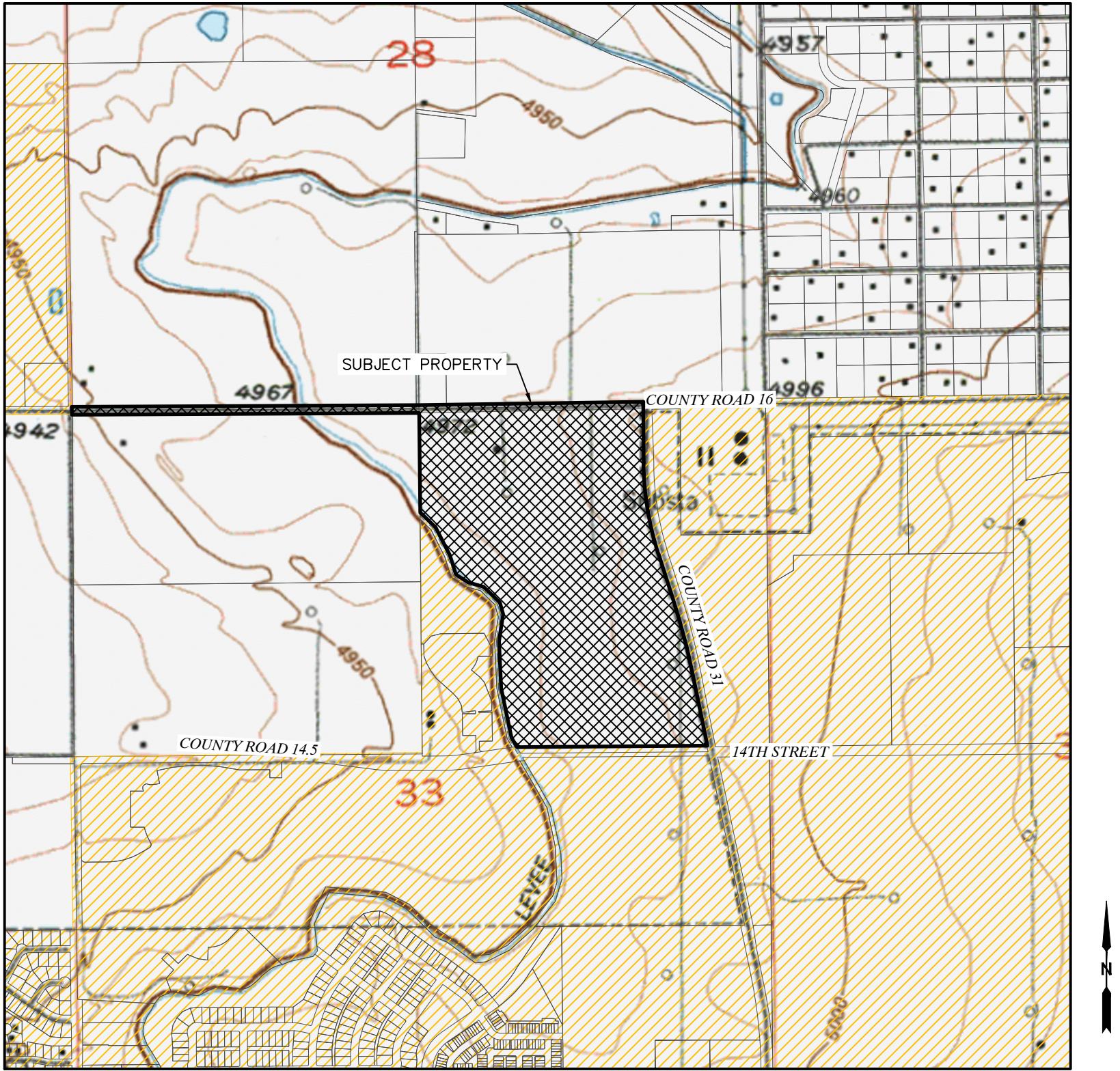
ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	6280.86
TOTAL BOUNDARY PERIMETER (L.F.)	14042.73
1/6 OF PERIMETER (L.F.)	2340.46
ANNEXATION RATIO (1 to X)	2.236
TOTAL LAND AREA (Acres)	97.24



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS		
DESCRIPTION:		DATE:
ADDRESS CITY COMMENTS	BTB	2024-05-17
REVISE ANNEXATION BOUNDARY	BTB	2024-06-26

LANCASTER CROSSING ANNEXATION		
S.33 & S.28, T.2N., R.66W.		
WELD COUNTY, COLORADO		
BAESSLER DEVELOPMENT, LLC		
33105 COUNTY ROAD 33, GREELEY, COLORADO 80631		
DRAWN BY: LD	SCALE: AS NOTED	DATE: 3/22/2024
CHECKED BY: BB	PROJECT #: 2023457.02	SHEET: 1 OF 2



VICINITY MAP

SCALE - 1"=1000'

VICINITY LEGEND

	GIS PARCEL LINES
	SUBJECT PROPERTY
	CITY OF FORT LUPTON

LEGEND

	SECTION LINE
	QUARTER SECTION LINE
	BOUNDARY LINE
	ADJACENT LOT LINE
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	CURRENT CORPORATE LIMITS OF THE CITY OF FORT LUPTON
	ALIQUOT MONUMENT AS DESCRIBED
	FOUND MONUMENT AS DESCRIBED
	CALCULATED POSITION
	WELL HEAD
	PLUGGED & ABANDONED WELL

PLANNING COMMISSION RECOMMENDATION

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE-DESCRIBED PROPERTY WAS RECOMMENDED TO THE FORT LUPTON CITY COUNCIL VIA RESOLUTION NO. _____.

RECOMMENDED THIS _____ DAY OF _____, 20____.

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE-DESCRIBED PROPERTY WAS APPROVED BY ORDINANCE NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE _____ DAY OF _____, 20____ AND THAT THE MAYOR AND THE CITY OF FORT LUPTON, AS AUTHORIZED BY ORDINANCE NO. _____ ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

APPROVED THIS _____ DAY OF _____, 20____.

ATTEST: CITY CLERK

MAYOR

SEAL

TITLE COMMITMENT NOTE

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LAT40, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OR RECORDS, LAT40, INC. RELIED UPON ALTA COMMITMENT NUMBER ETAS00657, HAVING AN EFFECTIVE DATE OF DECEMBER 4, 2023, AS ISSUED BY ELDORADO TITLE ALLIANCE, LLC, TO DELINEATE THE AFORESAID INFORMATION.

PROJECT CONTACTS

LAND OWNER:
THERMO FARMS
1540 MAIN ST. #218/303
WINDSOR, CO 80550

APPLICANT/OWNER'S REPRESENTATIVE:
BAESSLER DEVELOPMENT LLC
33105 COUNTY ROAD 33
GREELEY, COLORADO 80631
ATTN: MELISSA WHEELER

SURVEYOR:
LAT40°, PROFESSIONAL LAND SURVEYORS
6250 WEST 10TH STREET, UNIT 2
GREELEY, COLORADO 80634
ATTN: BRIAN BRINKMAN

SURVEYOR'S NOTES

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

2. BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, T.2N., R.66W., AS BEARING NORTH 89°09'47" EAST AS MONUMENTED BY A #6 REBAR WITH A 3.25" ILLEGIBLE ALUMINUM CAP AT THE WEST END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 13482 AT THE EAST END, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT".

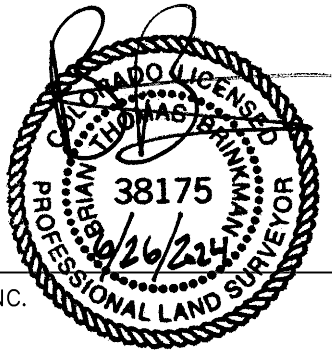
3. THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY BY LAT40°, INC. IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE EXISTING CITY OF FORT LUPTON MUNICIPAL LIMITS.

4. THE AREA OF ANNEXATION IS WITHIN THE FOLLOWING SPECIAL DISTRICTS:

FORT LUPTON FIRE PROTECTION DISTRICT
FORT LUPTON RE-8 SCHOOL DISTRICT
CENTRAL COLORADO WATER DISTRICT
CENTRAL COLORADO WATER SUBDISTRICT
NORTHERN COLORADO WATER
HIGH PLAINS LIBRARY DISTRICT
AIMS JUNIOR COLLEGE DISTRICT
PLATTE VALLEY CONSERVATION DISTRICT

SURVEYOR'S STATEMENT

I CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



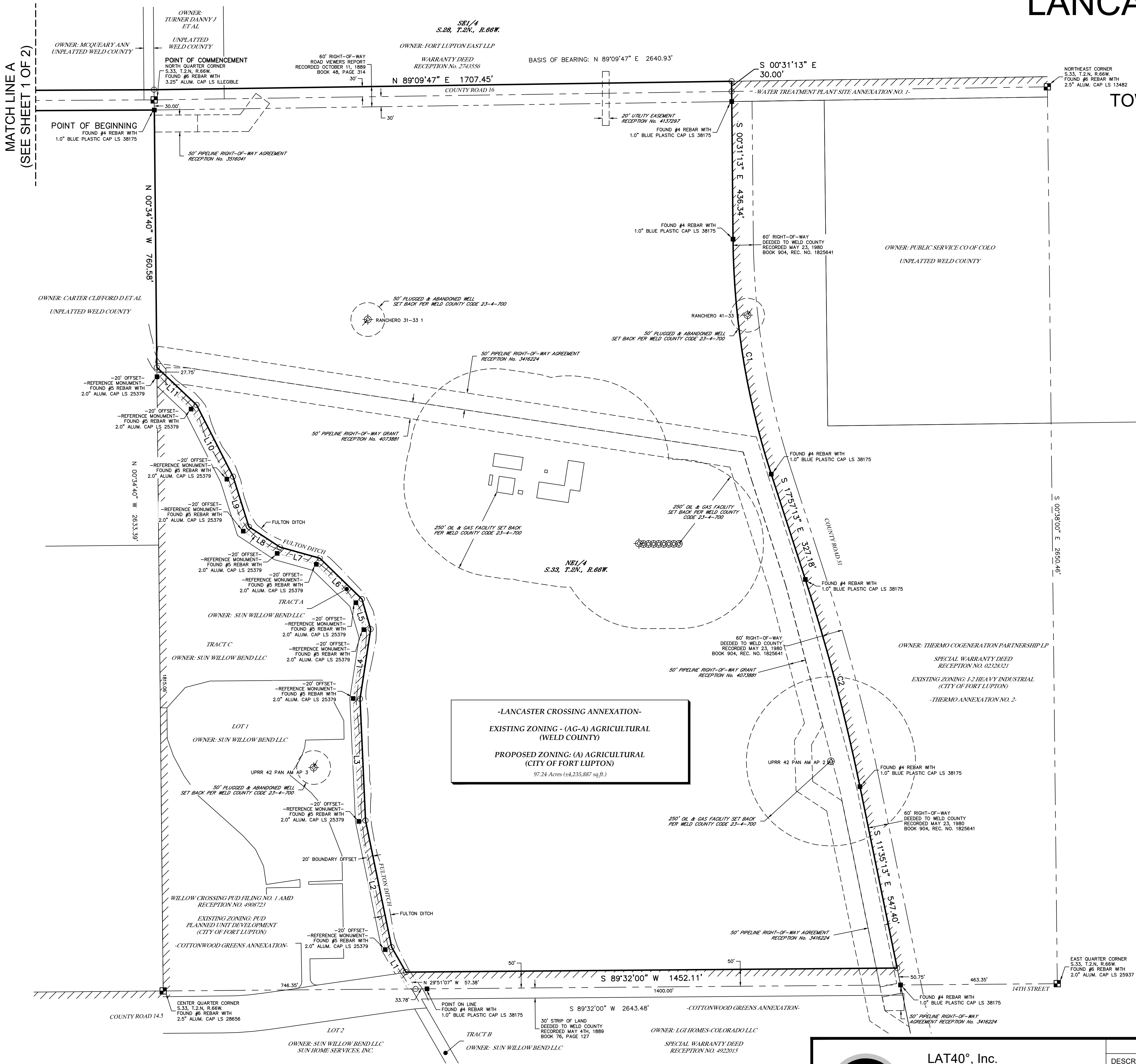
SHEET 1 OF 2

BRIAN T. BRINKMAN—ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175

SHEET SIZE: 24X36

LANCASTER CROSSING ANNEXATION

TO THE CITY OF FORT LUPTON, COLORADO
A PORTION OF THE N1/2 OF SECTION 33 AND
A PORTION OF THE S1/2 OF SECTION 28,
TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO



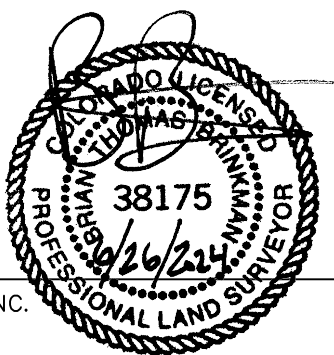
LEGEND

- SECTION LINE
- QUARTER SECTION LINE
- BOUNDARY LINE
- ADJACENT LOT LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- CURRENT CORPORATE LIMITS OF THE CITY OF FORT LUPTON
- ALQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- CALCULATED POSITION
- WELL HEAD
- PLUGGED & ABANDONED WELL

CURVE		CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	
C1	706.46'	2321.83'	17°26'00"	S 09°14'13" E	703.74'	
C2	633.33'	5699.58'	6°22'00"	S 14°46'13" E	633.01'	

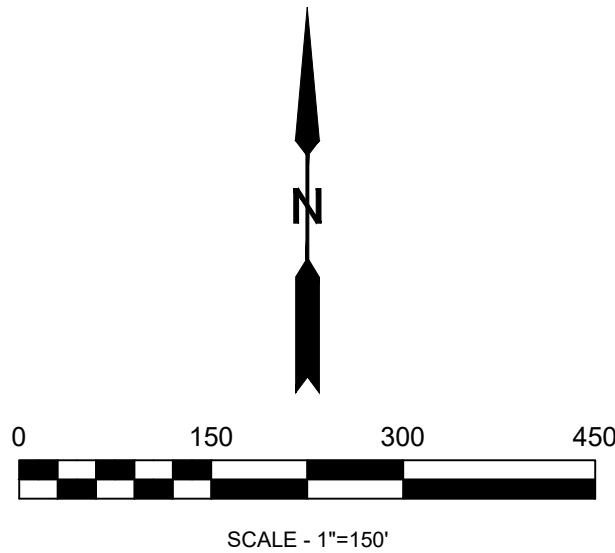
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 29°51'03" W	84.85'
L2	N 11°38'56" W	382.04'
L3	N 02°36'51" W	360.14'
L4	N 08°45'29" E	208.08'
L5	N 16°21'09" W	92.77'
L6	N 45°52'37" W	173.40'
L7	N 74°25'26" W	122.24'
L8	N 56°44'42" W	109.68'
L9	N 17°32'34" W	155.42'
L10	N 27°00'54" W	237.74'
L11	N 46°35'53" W	161.51'

ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	6280.86
TOTAL BOUNDARY PERIMETER (L.F.)	14042.73
1/6 OF PERIMETER (L.F.)	2340.46
ANNEXATION RATIO (1 to X)	2.236
TOTAL LAND AREA (Acres)	97.24



SHEET 2 OF 2

BRIAN T. BRINKMAN—ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175



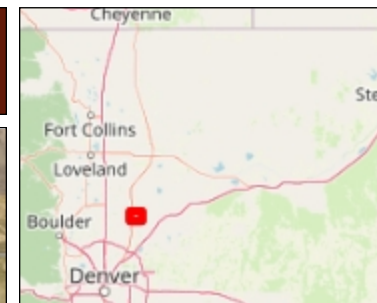
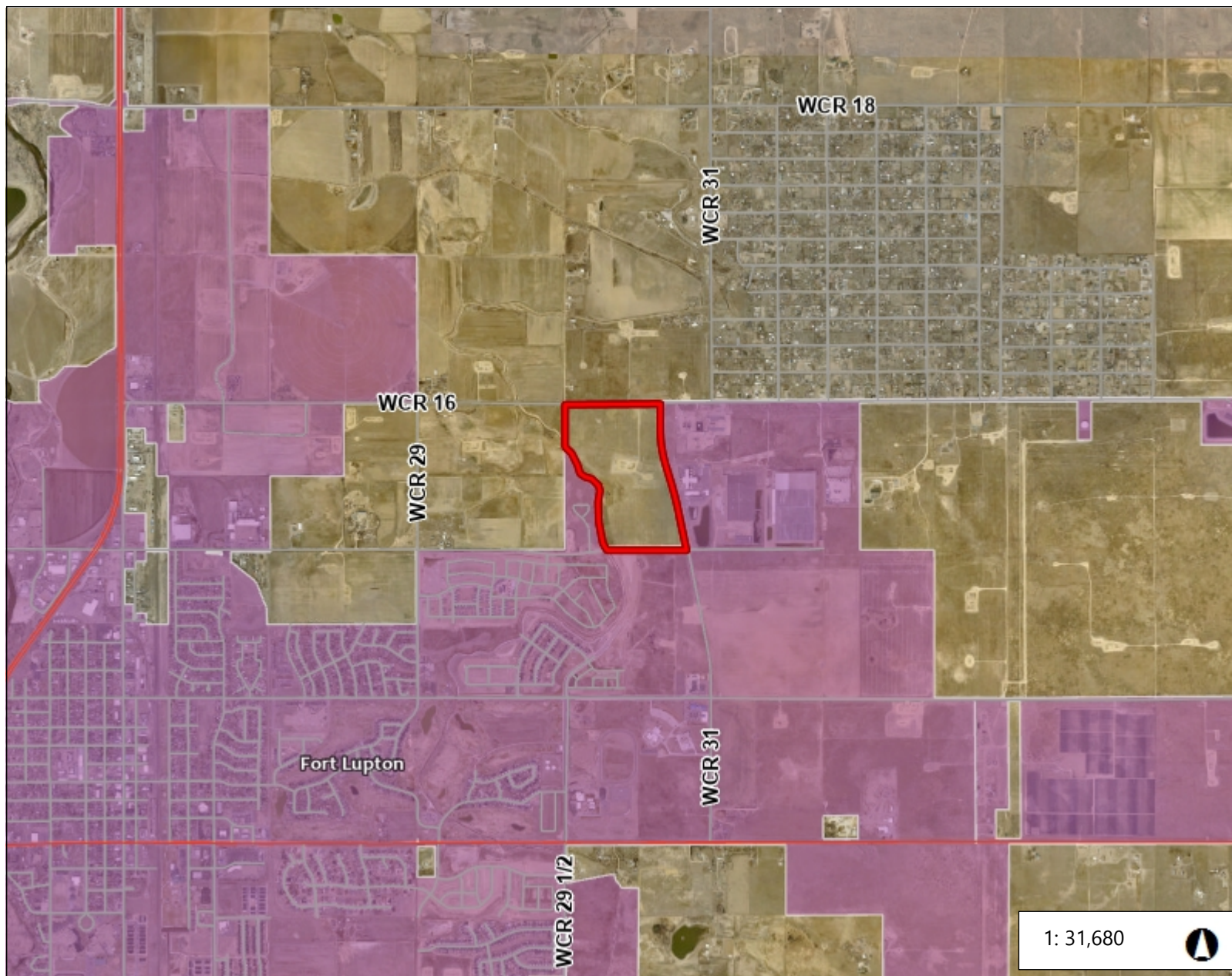
SHEET SIZE: 24X36



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:
ADDRESS CITY COMMENTS	BTB 2024-05-17
REVISE ANNEXATION BOUNDARY	BTB 2024-06-26

LANCASTER CROSSING ANNEXATION		
S.33 & S.28, T.2N., R.66W. WELD COUNTY, COLORADO BAESSLER DEVELOPMENT, LLC 33105 COUNTY ROAD 33, GREELEY, COLORADO 80631		
DRAWN BY: LD	SCALE: AS NOTED	DATE: 3/22/2024
CHECKED BY: BB	PROJECT #: 2023457.02	SHEET: 2 OF 2



Legend

- Highway
- Road
- County Boundary

1: 31,680



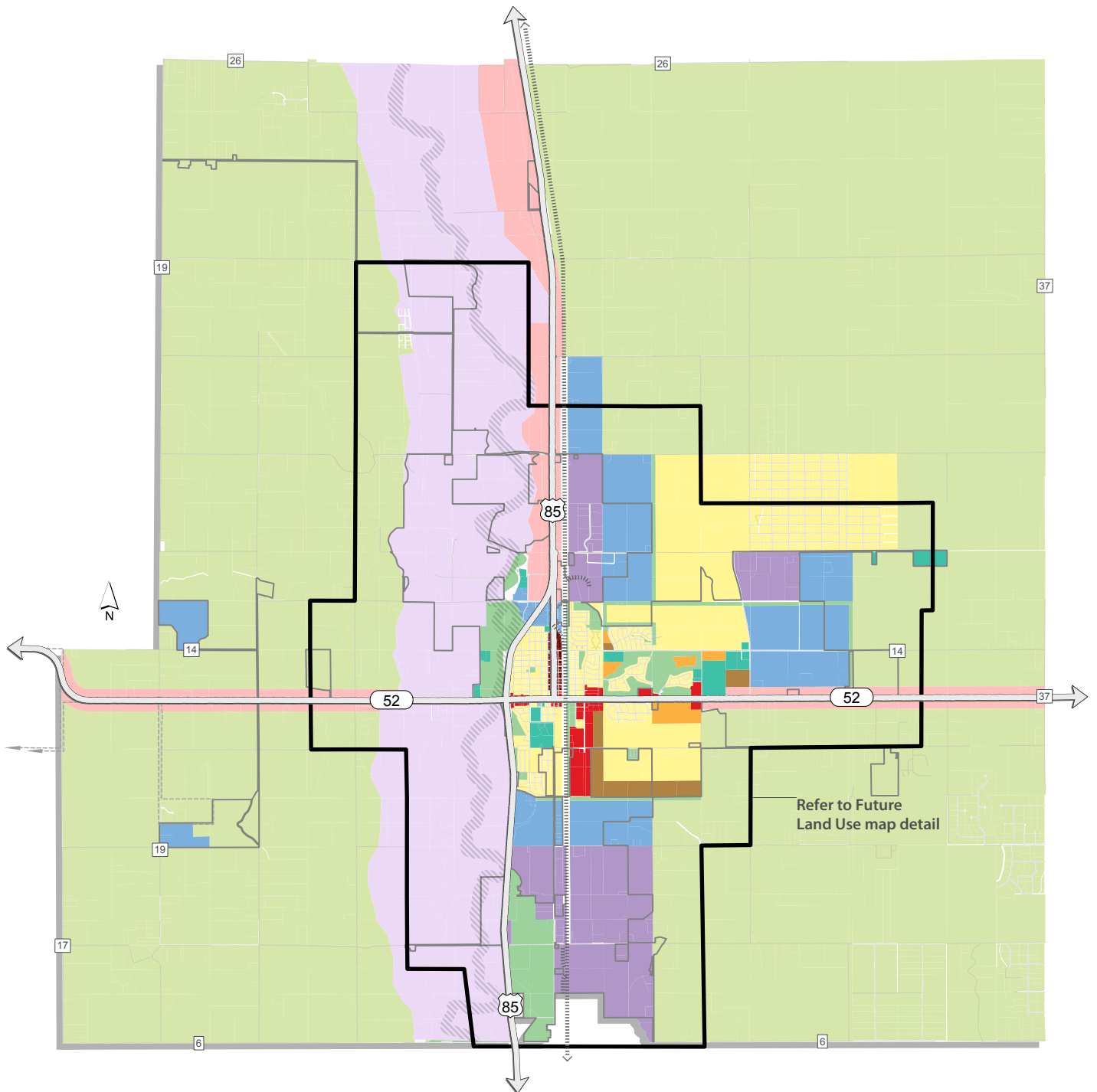
5,280.0 0 2,640.0 5,280.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Future Land Use Planning Area

Updated October 1, 2020

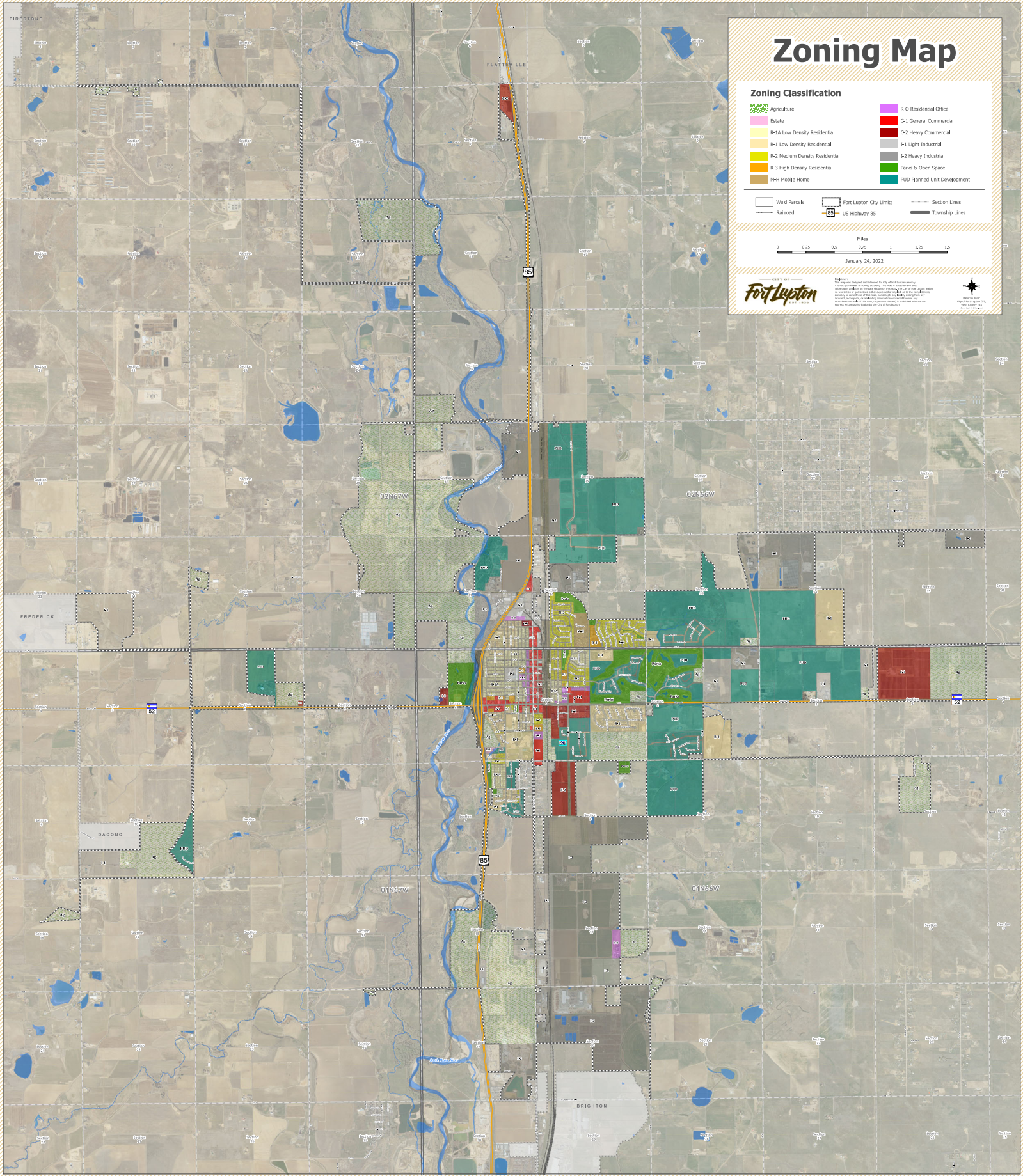
- Riparian Zone
- Dacono City Limits
- Existing Corporate Limits

- Agricultural & Rural Residential
- Single-Family Detached
- Single-Family Attached
- Multifamily

- Commercial General
- Commercial Transition
- Downtown Mixed-Use
- Industrial

- Light Industrial & Office
- Mineral Zone
- Parks & Open Space
- Public / Semi-Public

0 1 2 4 Miles



Zoning Map

Zoning Classification

Agriculture	R-O Residential Office
Estate	C-1 General Commercial
R-1A Low Density Residential	C-2 Heavy Commercial
R-1 Low Density Residential	I-1 Light Industrial
R-2 Medium Density Residential	I-2 Heavy Industrial
R-3 High Density Residential	Parks & Open Space
MH Mobile Home	PUD Planned Unit Development

Weld Parcels	Fort Lupton City Limits	Section Lines
Railroad	US Highway 85	Township Lines



January 24, 2022

Fort Lupton

This map is intended to provide a general overview of the zoning districts in the City of Fort Lupton. It is not intended to be used as a legal document. For more information, please contact the City of Fort Lupton Planning Department.

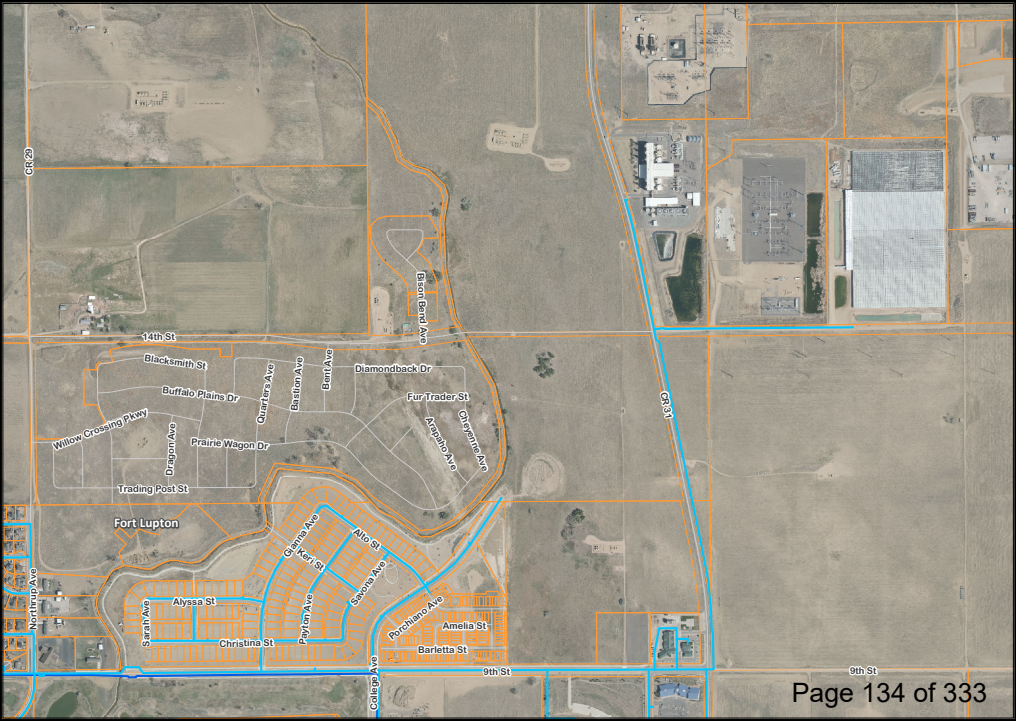


Fort Lupton - Water



Scale = 1:9,000

Fort Lupton



Fort Lupton - Sanitary Sewer



Scale = 1:9,000

Fort Lupton

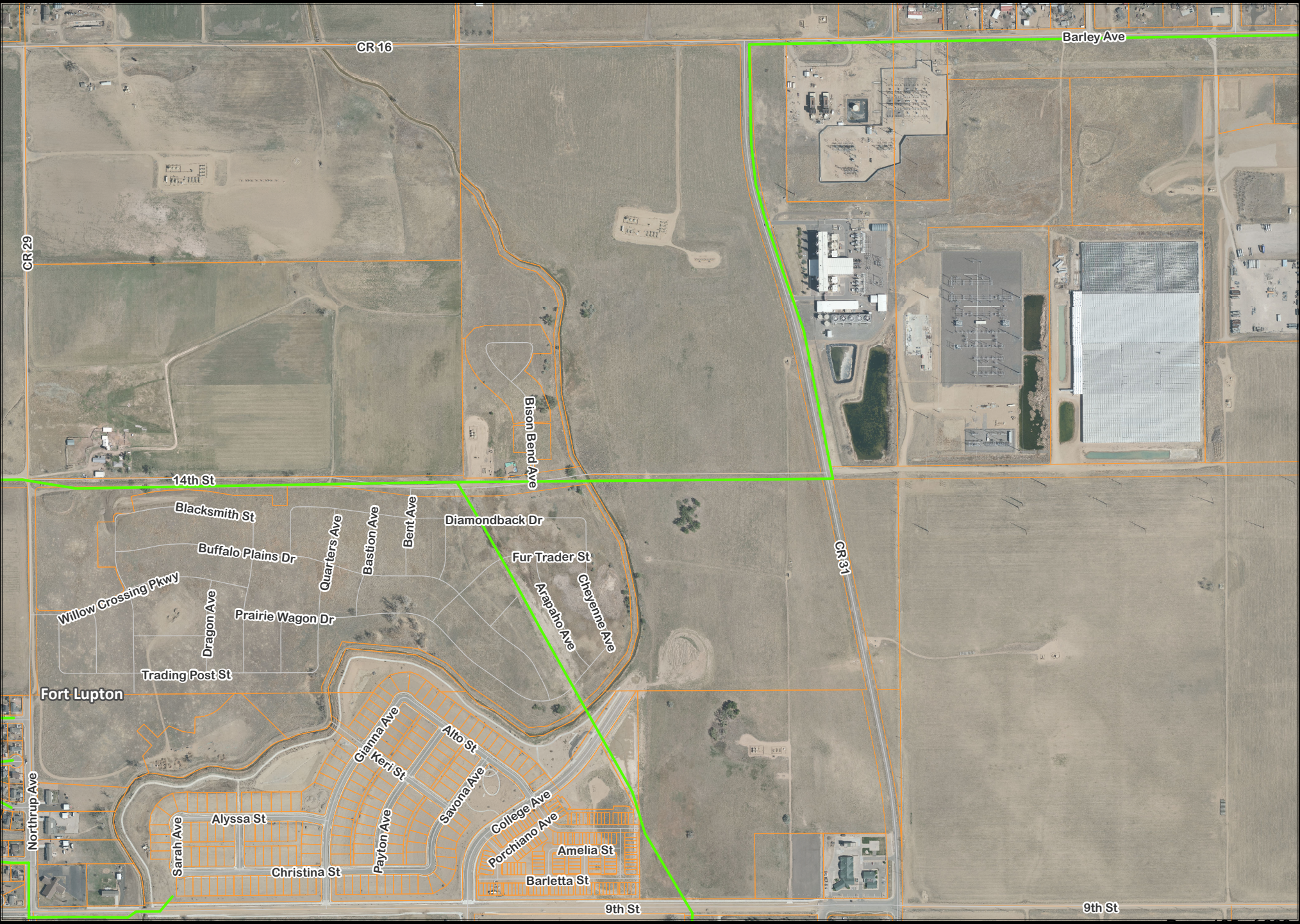
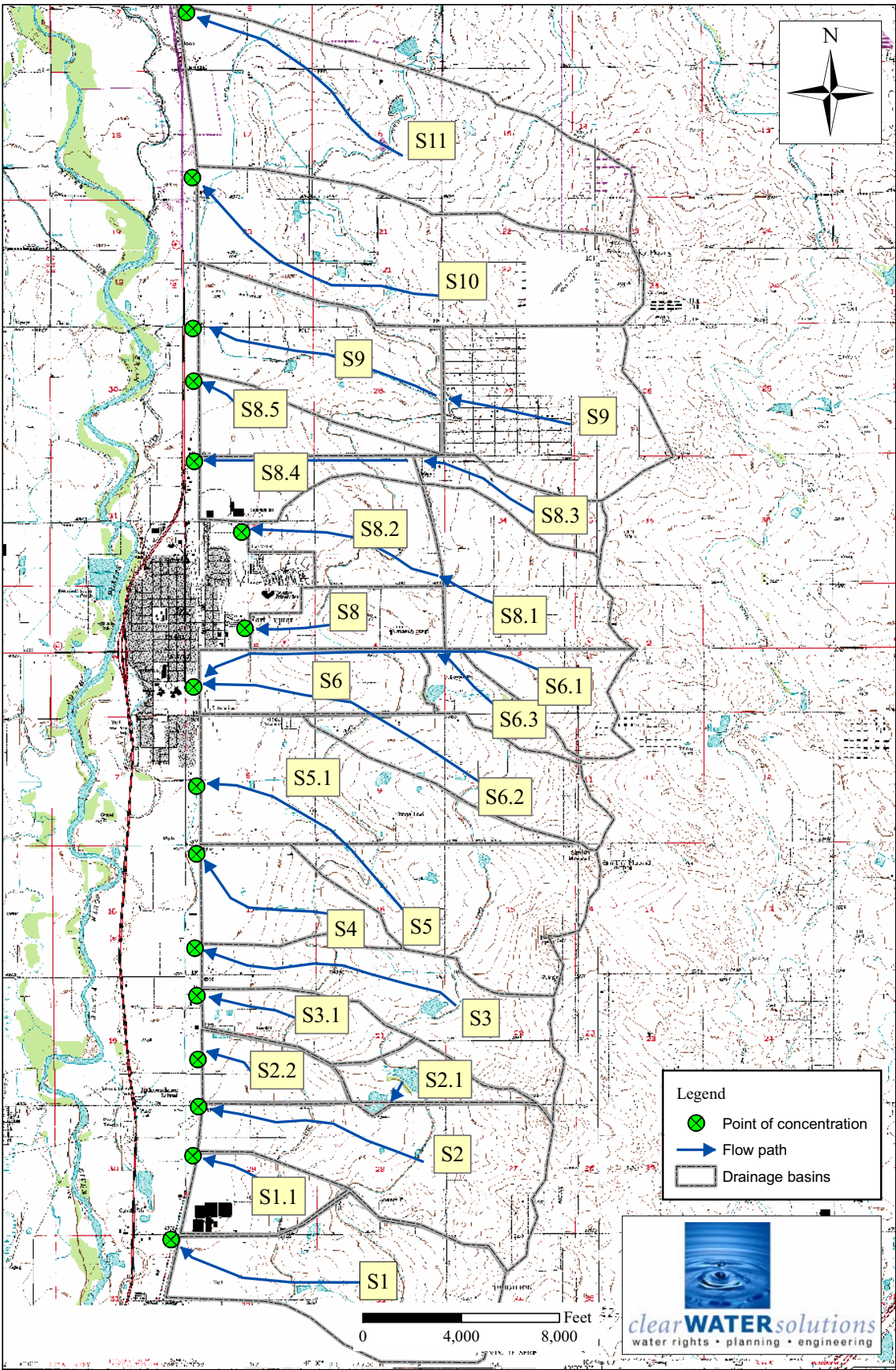


Figure 8-1
City of Fort Lupton
Storm Drainage Study Area

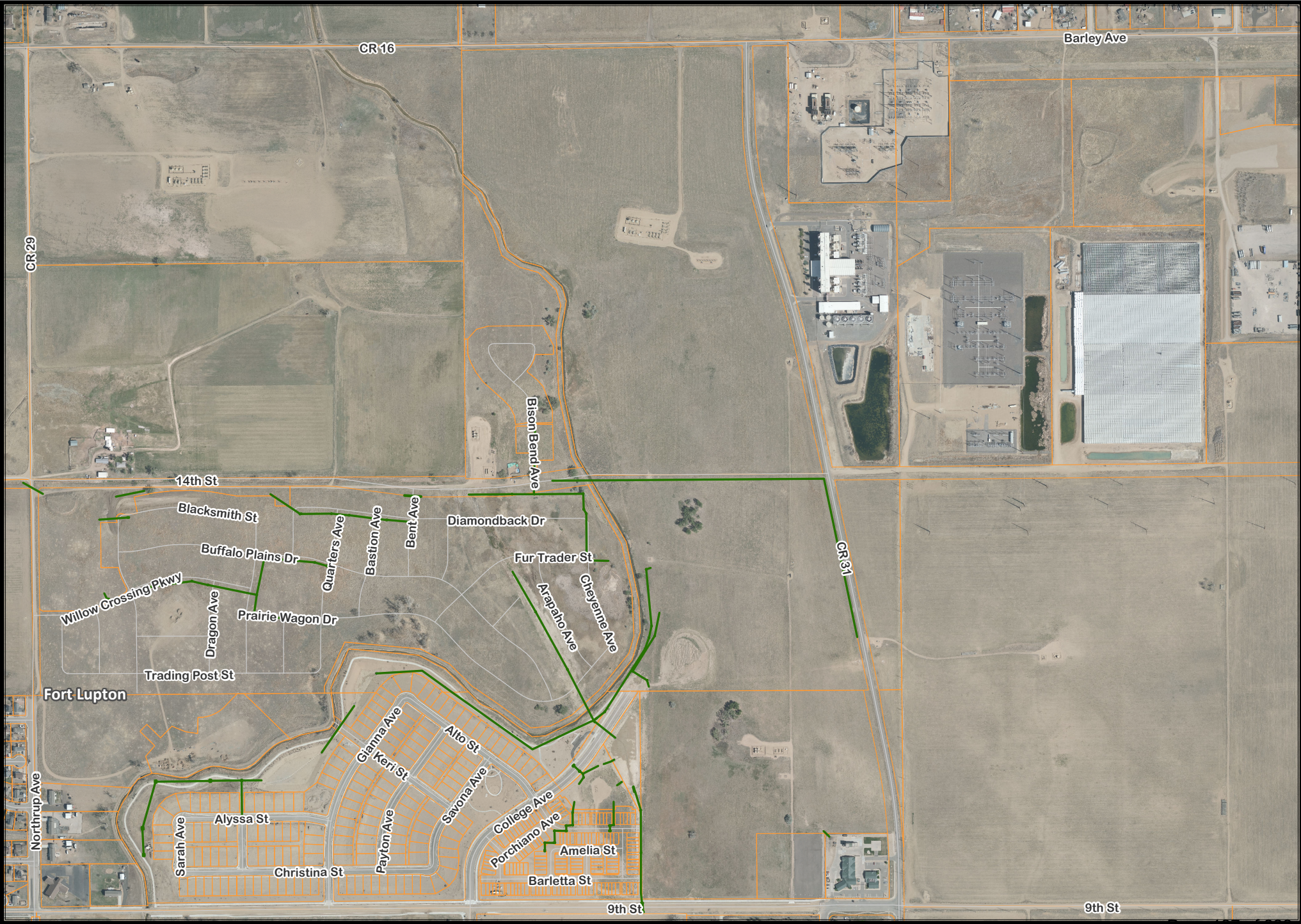


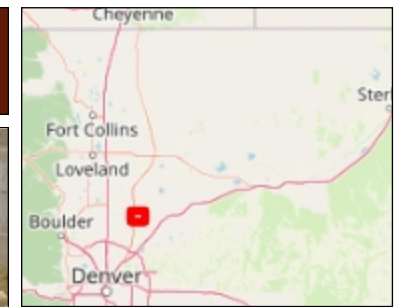
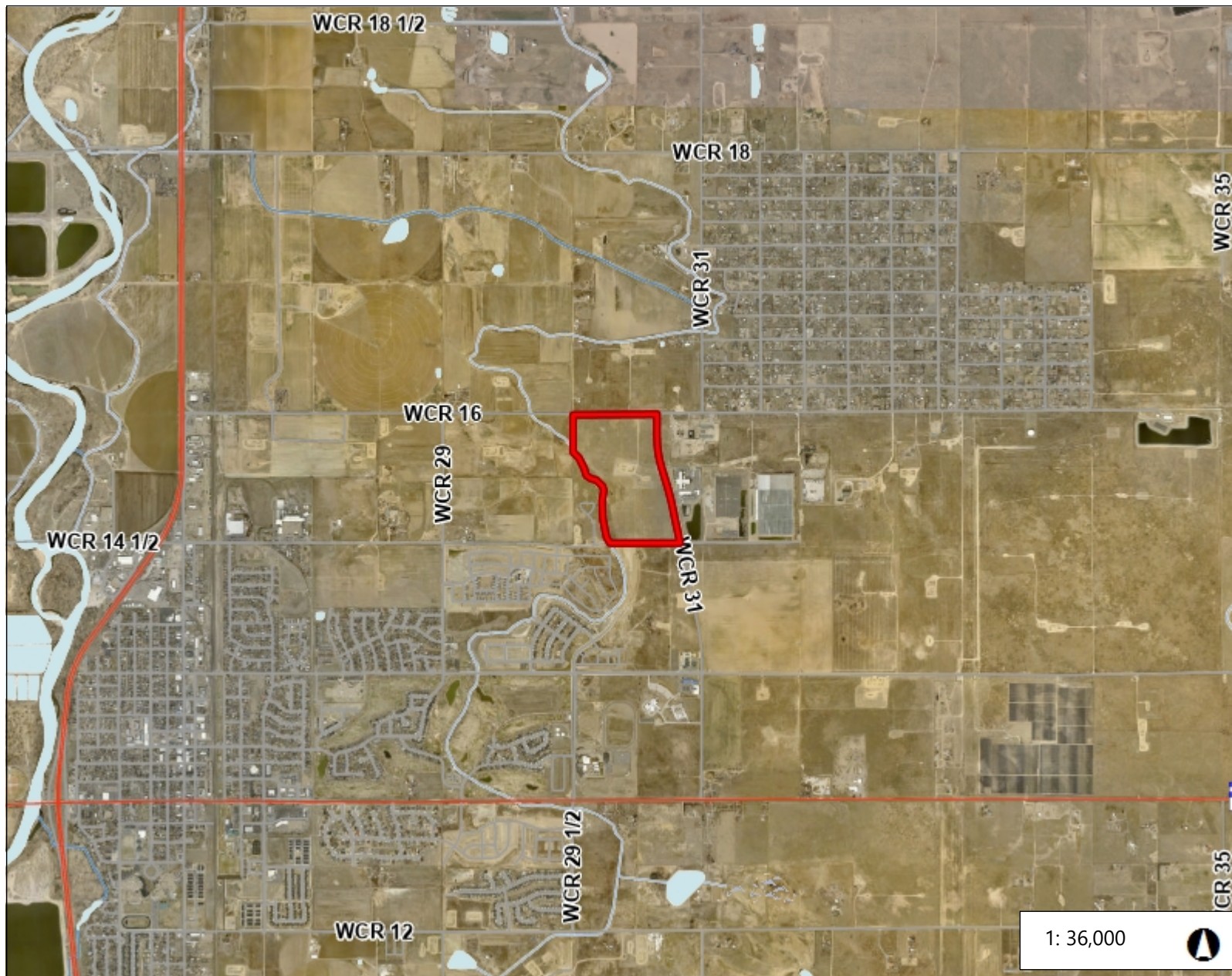
Fort Lupton - Storm Sewer



Scale = 1:9,000

Fort Lupton





Legend

- Highway
- Road
- County Boundary
- NHD Waterbody
 - Estuary
 - Ice Mass
 - Lake/Pond
 - Playa
 - Reservoir
 - Swamp/Marsh
- NHD Area
 - Bridge
 - Canal/Ditch
 - Dam/Weir
 - Flume
 - Levee
 - Lock Chamber
 - Spillway
 - Stream/River
 - Wash
- NHD Flowline
 - Canal/Ditch
 - Connector
 - Pipeline

Notes

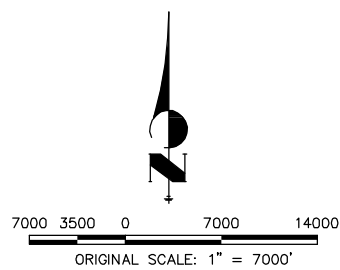
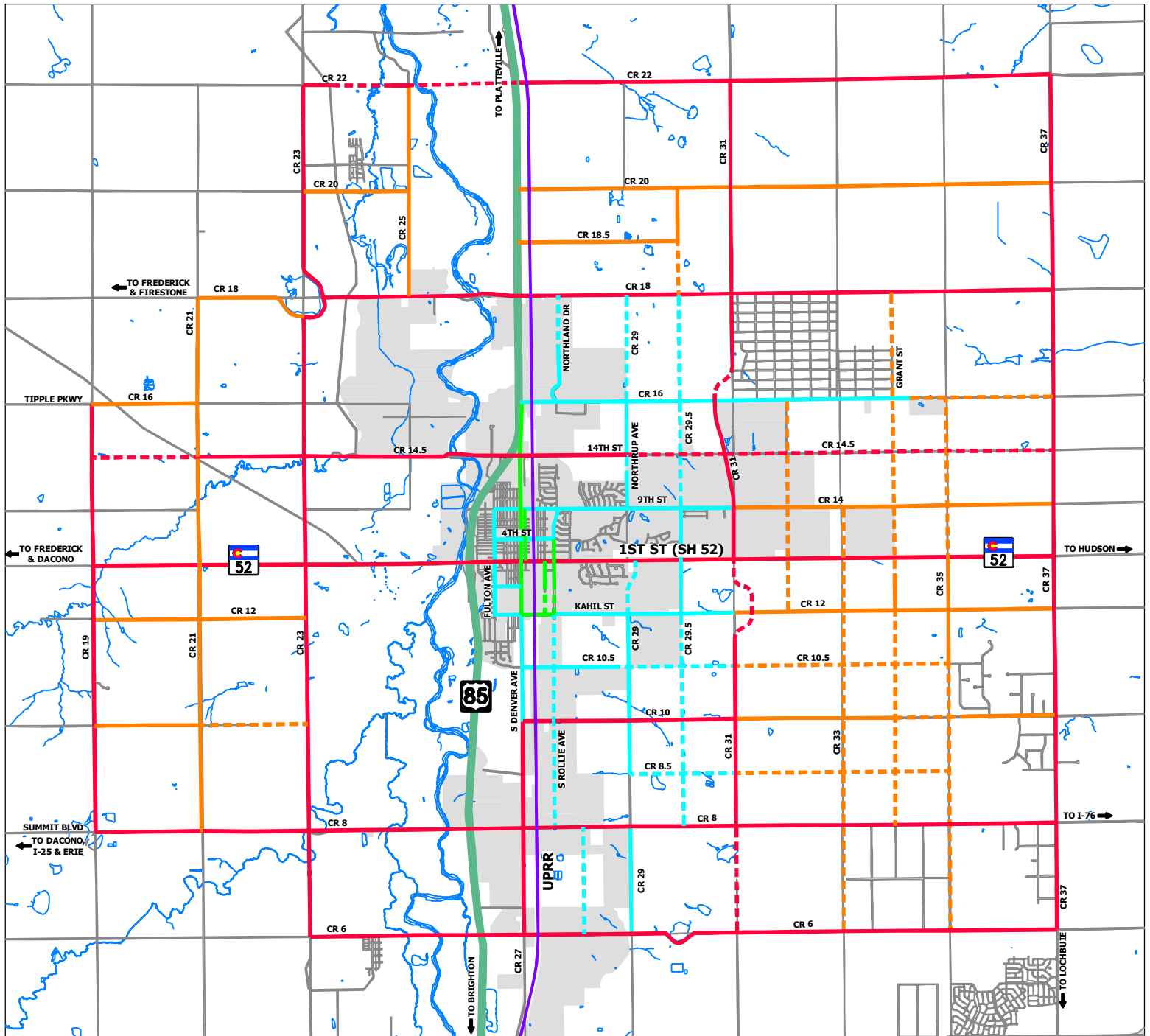
6,000.0 0 3,000.00 6,000.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Figure 9: Ultimate Roadway Network



**EXISTING NETWORK
LEGEND - ROAD IMPROVEMENTS**

- 4-LANE ARTERIAL
- RURAL COLLECTOR
- URBAN COLLECTOR
- RETAIL STREET
- UNION PACIFIC RR
- 4-LANE HIGHWAY
- FORT LUPTON CITY LIMITS

**FUTURE NETWORK
LEGEND - ROAD IMPROVEMENTS**

- - - 4-LANE ARTERIAL
- - - RURAL COLLECTOR
- - - URBAN COLLECTOR
- - - RETAIL STREET

NOTE: FUTURE ROADWAYS ARE SHOWN ON A CONCEPTUAL BASIS.

WELD COUNTY TAX DISTRICT AND AUTHORITY REPORT

FOR TAX YEAR 2023

Tax District - 2227

<u>Authority Code</u>	<u>Authority Name</u>	<u>Mill Levy</u>
0100	WELD COUNTY	12.024000
0207	SCHOOL DIST RE7-KERSEY	7.249000
0302	CENTRAL COLORADO WATER (CCW)	0.891000
0309	CENTRAL COLORADO WATER SUBDISTRICT (CCS)	1.300000
0511	LASALLE FIRE	5.154000
0700	AIMS JUNIOR COLLEGE	6.336000
1050	HIGH PLAINS LIBRARY	3.196000
1201	PLATTE VALLEY CONSERVATION	0.000000
Total Levy		36.150000

Tax District - 2228

<u>Authority Code</u>	<u>Authority Name</u>	<u>Mill Levy</u>
0100	WELD COUNTY	12.024000
0208	SCHOOL DIST RE8-FORT LUPTON	17.197000
0301	NORTHERN COLORADO WATER (NCW)	1.000000
0302	CENTRAL COLORADO WATER (CCW)	0.891000
0309	CENTRAL COLORADO WATER SUBDISTRICT (CCS)	1.300000
0506	FORT LUPTON FIRE	9.592000
0700	AIMS JUNIOR COLLEGE	6.336000
1050	HIGH PLAINS LIBRARY	3.196000
1201	PLATTE VALLEY CONSERVATION	0.000000
Total Levy		51.536000

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 an **Annexation** referred to as the **Lancaster Crossing Annexation** located north and adjacent to 14th St. and west and adjacent to **WCR 31** in Weld County, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, **August 22, 2024**, at 6:00 P.M., and before the City Council on Tuesday, **September 3, 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

NORTHEAST QUARTER (NE 1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO.

Legal Notice No. FLP1081

First Publication: August 14, 2024

Last Publication: August 29, 2024

Publisher: Fort Lupton Press



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on **the 7 day of August, 2024**, a true and correct copy of the foregoing Notice of Public Hearings for the **Lancaster Crossing Annexation** was sent via United States Mail, postage pre-paid, to the following addresses:

TEDFORD RYAN 14013 COUNTY ROAD 16 FORT LUPTON, CO 80621	TURNER JANIE B 14503 COUNTY ROAD 16 FORT LUPTON, CO 80621	FORT LUPTON EAST LLP 8791 CIRCLE DR WESTMINSTER, CO 80621
MCQUEARY ANN 14519 COUNTY ROAD 16 FORT LUPTON, CO 806219202	CARTER CLIFFORD D 1621 14 TH ST FORT LUPTON, CO 806218718	DOCKTER JAMES A SR TRUST 6156 37 TH ST LUBBOCK, TX 794073634
PUBLIC SERVICE CO OF COLO TAX SERVICE DEPARTMENT PO BOX 1979 DENVER CO, 802011979	THERMO COGENERATION PARTNERSHIP LP C/O NANCY FAIR PO BOX 188 FORT LUPTON, CO 806210188	RENNOC CORPORATION 5303 S BELLVIEW RD ROGERS, AR 727588816
LGI HOMES – COLORADO LLC 1450 LAKE ROBBINS THE WOODLANDS, TX 773803294		



City Official



Planning & Building

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

Phone: 720.954.7105
Fax: 303.857.0351

CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a special use permit referred to as the **Lancaster Crossing Annexation** located **north and adjacent to 14th St.** and **west and adjacent to WCR 31** 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, **August 22, 2024** at 6:00 P.M., and before the City Council on Tuesday, **September 3, 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 City Hall is closed at the time of the hearings, the public hearings will be held remotely, accessible to the public by phone and internet. Information on how to attend the hearings will be provided in the agenda as posted on the City's website, www.fortluptonco.gov.

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

ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT BIT.LY/FLDEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: **LANCASTER CROSSING ANNEXATION & CONCEPT PLAN**

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

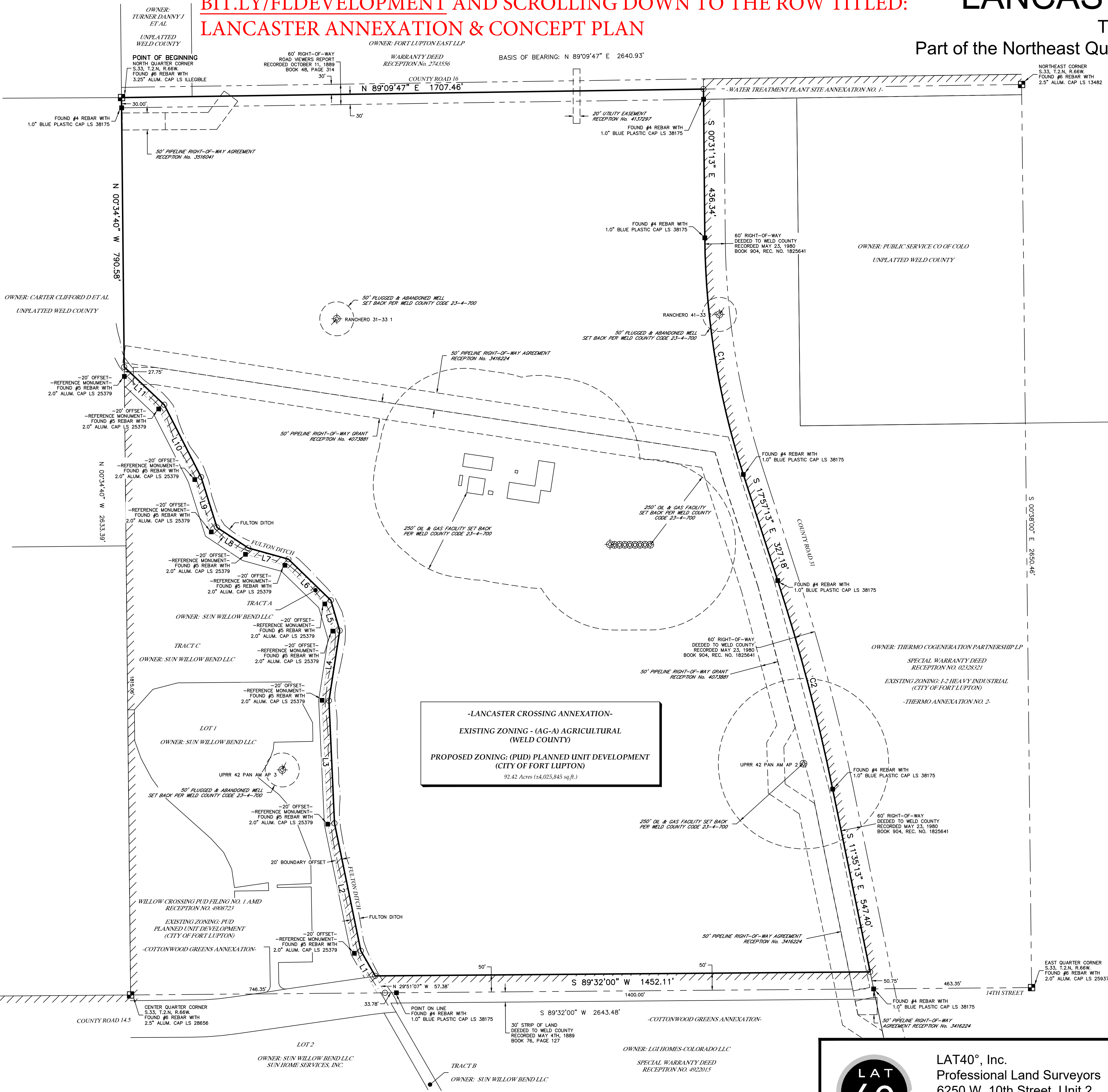
NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO.

ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT
[BIT.LY/FLDEVELOPMENT](https://bit.ly/fldevelopment) AND SCROLLING DOWN TO THE ROW TITLED:
LANCASTER ANNEXATION & CONCEPT PLAN

LANCASTER CROSSING ANNEXATION

TO THE CITY OF FORT LUPTON, COLORADO

Part of the Northeast Quarter of Section 33, Township 2 North, Range 66 West of the 6th P.M.,
County of Weld, State of Colorado



LEGEND

- SECTION LINE
- QUARTER SECTION LINE
- BOUNDARY LINE
- ADJACENT LOT LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- CURRENT CORPORATE LIMITS OF THE CITY OF FORT LUPTON

- ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- CALCULATED POSITION
- WELL HEAD
- PLUGGED & ABANDONED WELL

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	706.46	2321.83	17°26'00"	S 09°14'13" E	703.74
C2	633.33	5699.58	6°22'00"	S 14°46'13" E	633.01

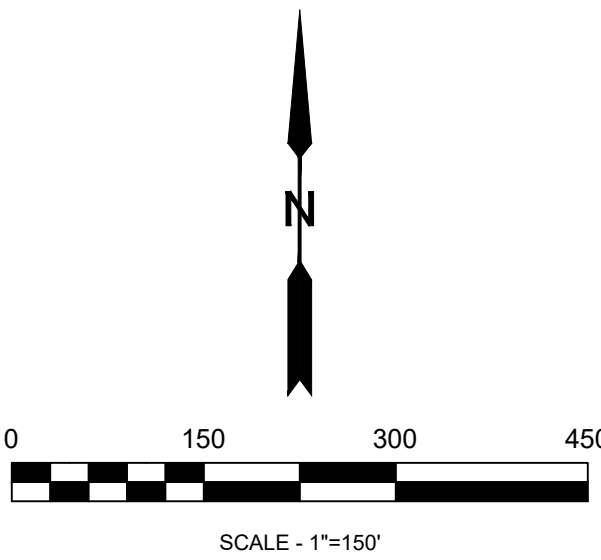
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 29°51'07" W	84.85
L2	N 11°38'56" W	382.04
L3	N 02°36'51" W	360.14
L4	N 08°45'29" E	208.08
L5	N 16°21'09" W	92.77
L6	N 45°52'37" W	173.40
L7	N 74°25'26" W	122.24
L8	N 56°44'42" W	109.68
L9	N 17°32'34" W	155.42
L10	N 27°00'54" W	237.74
L11	N 46°35'33" W	161.51

ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	6190.69
TOTAL BOUNDARY PERIMETER (L.F.)	8688.73
1/6 OF PERIMETER (L.F.)	1448.12
ANNEXATION RATIO (L to X)	1.40
TOTAL LAND AREA (Acres)	92.42



SHEET 2 OF 2

BRIAN T. BRINKMAN—ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175



SHEET SIZE: 24X36



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:

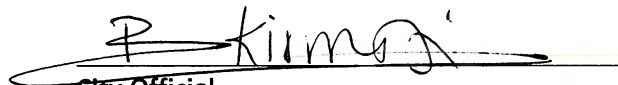
LANCASTER CROSSING ANNEXATION		
S.33, T.2N., R.66W		
WELD COUNTY, COLORADO		
BAESSLER DEVELOPMENT, LLC		
33105 COUNTY ROAD 33, GREELEY, COLORADO 80631		
DRAWN BY: LD	SCALE: AS NOTED	DATE: 3/22/2024
CHECKED BY: BB	PROJECT #: 2023457.02	SHEET: 2 OF 2



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on **the 9th day of August, 2024**, a true and correct copy of the foregoing Notice of Public Hearings, Annexation Map and Annexation Petition for the **Lancaster Crossing Annexation** was sent via United States Mail, postage pre-paid with return receipt requested to the following addresses:

Aims Community College PO Box 69 Greeley, CO 80632	Central Colorado Water Conservancy District 3209 West 28 th Street Greeley, CO 80634	Fort Lupton Fire Protection District 1121 Denver Avenue Fort Lupton, CO 80621
High Plains Library District 2650 W. 29 th Street Greeley, CO 80631	Northern Colorado Water Conservancy District 220 Water Avenue Berthoud, CO 80513-9245	Platte Valley Conservation District 57 W Bromley Lane Brighton, CO 80601
Weld County 1150 O Street Fort Lupton, CO 80621	Weld County RE-8 School District 301 Reynolds Street Fort Lupton, CO 80621	


City Official

7019 2970 0001 1463 5977

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Aims Community College
Street and Apt. No., or PO Box No.
PO Box 69
City, State, ZIP+4[®]
Greeley, CO 80632

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 2970 0001 1463 5946

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Central Ward County Water District
Street and Apt. No., or PO Box No.
7235 2nd Ave
City, State, ZIP+4[®]
Greeley, CO 80631

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0000 0719 6097

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Fort Lupton Fire Protection District
Street and Apt. No., or PO Box No.
1121 Denver Avenue
City, State, ZIP+4[®]
Fort Lupton, CO 80621

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 2970 0001 1463 5953

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
High Plains Library District
Street and Apt. No., or PO Box No.
7650 W 79th St
City, State, ZIP+4[®]
Greeley, CO 80631

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0000 0719 6066

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Northern Colorado Water Conser. District
Street and Apt. No., or PO Box No.
220 Water Ave
City, State, ZIP+4[®]
Boulder, CO 80523

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0000 0719 6059

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

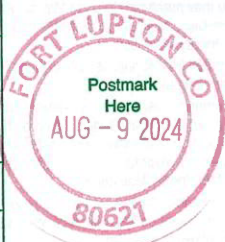
OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Platte Valley Conservation District
Street and Apt. No., or PO Box No.
57 W Bromley Lane
City, State, ZIP+4[®]
Brighton, CO 80601

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 2970 0001 1463 5939

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ <u>4.85</u>	
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy) \$ <u>4.10</u>	
☐ Return Receipt (electronic) \$ _____	
☐ Certified Mail Restricted Delivery \$ _____	
☐ Adult Signature Required \$ _____	
☐ Adult Signature Restricted Delivery \$ _____	
Postage \$ <u>.69</u>	
Total Postage and Fees \$ <u>9.64</u>	
Sent To <u>Weld County</u>	
Street and Apt. No., or PO Box No. <u>1000 St</u>	
City, State, ZIP+4® <u> Greeley, CO 80631</u>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7020 1290 0000 0719 6110

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ <u>4.85</u>	
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy) \$ <u>4.10</u>	
☐ Return Receipt (electronic) \$ _____	
☐ Certified Mail Restricted Delivery \$ _____	
☐ Adult Signature Required \$ _____	
☐ Adult Signature Restricted Delivery \$ _____	
Postage \$ <u>.69</u>	
Total Postage and Fees \$ <u>9.64</u>	
Sent To <u>Weld County RE-8 School District</u>	
Street and Apt. No., or PO Box No. <u>301 Reynolds Street</u>	
City, State, ZIP+4® <u>Fort Lupton CO 80621</u>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



Planning & Building

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

Phone: 720.928.4003
Fax: 303.857.0351

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 **Lancaster Crossing Annexation** located **north and adjacent to 14th St.** and **west and adjacent to WCR 31** 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, **August 22, 2024** at 6:00 P.M., and before the City Council on Tuesday, **September 3, 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 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: **LANCASTER CROSSING ANNEXATION & CONCEPT PLAN**

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO.

LANCASTER CROSSING ANNEXATION

TO THE CITY OF FORT LUPTON, COLORADO

Part of the Northeast Quarter of Section 33, Township 2 North, Range 66 West of the 6th P.M.,
County of Weld, State of Colorado

PROPERTY DESCRIPTION:

AN AREA OF LAND BEING A PORTION OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION THIRTY-THREE (33) AS MONUMENTED BY A #6 REBAR WITH AN ILLEGIBLE 3.25" ALUMINUM CAP AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 33 AS MONUMENTED AT THE EAST END BY A #6 REBAR WITH A 2.5" ALUMINUM CAP LS 13482 AS BEARING NORTH 89°09'47" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE U. S. SURVEY FOOT.

THENCE NORTH 89°09'47" EAST ALONG THE NORTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1707.46 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 31 AS DESCRIBED IN DEED RECORDED MAY 23, 1980 IN BOOK 804, REC. NO. 1825641;

THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST RIGHT-OF-WAY OF SAID COUNTY ROAD 31 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

THENCE SOUTH 00°31'13" EAST A DISTANCE OF 436.34 FEET TO A POINT OF CURVATURE (PC);
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 706.46 FEET, SAID CURVE HAS A RADIUS OF 2321.83 FEET, A DELTA ANGLE OF 17°26'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 09°14'13" EAST A DISTANCE OF 703.74 FEET;
THENCE SOUTH 17°57'13" EAST A DISTANCE OF 327.18 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST A DISTANCE OF 633.33 FEET, SAID CURVE HAS A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 06°22'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 14°48'13" EAST A DISTANCE OF 633.01 FEET;
THENCE SOUTH 11°35'13" EAST A DISTANCE OF 547.40 FEET;
THENCE SOUTH 89°32'00" WEST ALONG A LINE FIFTY (50) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1452.11 FEET TO THE CENTERLINE OF THE FULTON DITCH;

THENCE NORTHERLY ALONG THE CENTERLINE OF SAID FULTON DITCH THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

THENCE NORTH 29°51'07" WEST A DISTANCE OF 84.85 FEET;
THENCE NORTH 11°38'56" WEST A DISTANCE OF 382.04 FEET;
THENCE NORTH 02°36'51" WEST A DISTANCE OF 360.14 FEET;
THENCE NORTH 08°45'29" EAST A DISTANCE OF 208.08 FEET;
THENCE NORTH 18°21'09" WEST A DISTANCE OF 92.77 FEET;
THENCE NORTH 45°52'37" WEST A DISTANCE OF 173.40 FEET;
THENCE NORTH 74°25'26" WEST A DISTANCE OF 122.24 FEET;
THENCE NORTH 56°44'42" WEST A DISTANCE OF 109.68 FEET;
THENCE NORTH 17°32'34" WEST A DISTANCE OF 155.42 FEET;
THENCE NORTH 27°00'54" WEST A DISTANCE OF 237.74 FEET;
THENCE NORTH 46°35'33" WEST A DISTANCE OF 161.51 FEET TO THE WEST LINE OF THE NE1/4 OF SAID SECTION 33;
THENCE NORTH 00°34'40" WEST ALONG SAID WEST LINE A DISTANCE OF 790.58 FEET TO THE **POINT OF BEGINNING**;

SAID AREA OF LAND CONTAINS 92.42 ACRES (±4,025,845 SQ.FT.), MORE OR LESS (+/-), AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED AREA OF LAND.

OWNER'S APPROVAL

KNOW ALL MEN BY THESE PRESENTS, THAT **THERMO FARMS, GENERAL PARTNERSHIP, L.L.P.**, BEING THE SOLE OWNERS OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE ANNEXED UNDER THE NAME OF **LANCASTER CROSSING ANNEXATION**.

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

BY: _____ AS: _____

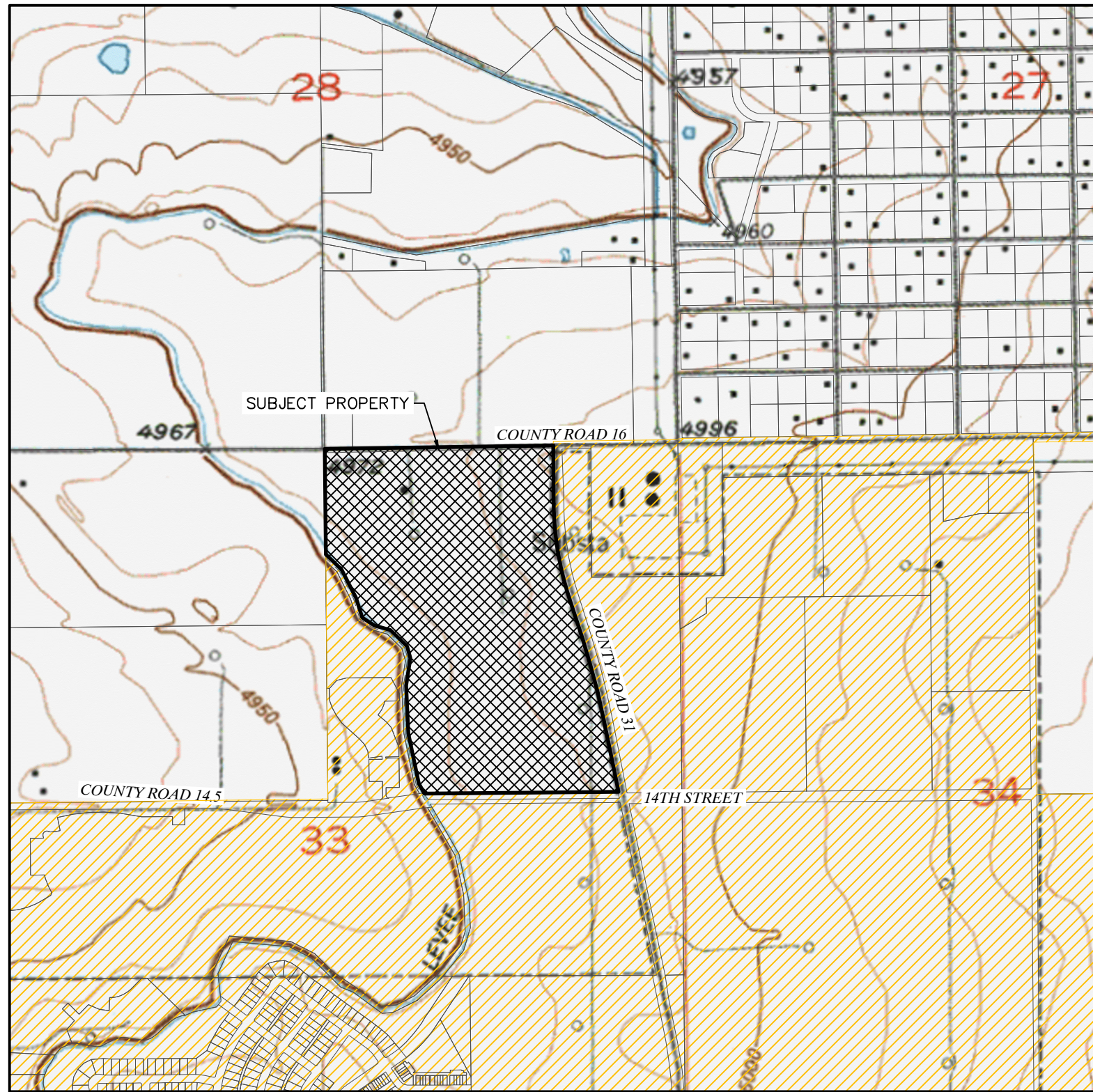
STATE OF COLORADO }
COUNTY OF WELD } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ AS _____ OF _____

THIS _____ DAY OF _____, 20____.

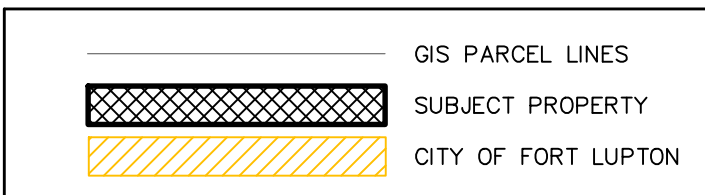
MY COMMISSION EXPIRES: _____.

NOTARY PUBLIC



VICINITY MAP
SCALE - 1"=1000'

VICINITY LEGEND



ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	6190.69
TOTAL BOUNDARY PERIMETER (L.F.)	8688.73
1/6 OF PERIMETER (L.F.)	1448.12
ANNEXATION RATIO (L to X)	1.40
TOTAL LAND AREA (Acres)	92.42

PLANNING COMMISSION RECOMMENDATION

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE-DESCRIBED PROPERTY WAS RECOMMENDED TO THE FORT LUPTON CITY COUNCIL VIA RESOLUTION NO. _____.

RECOMMENDED THIS _____ DAY OF _____, 20____.

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE-DESCRIBED PROPERTY WAS APPROVED BY ORDINANCE NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE _____ DAY OF _____, 20____ AND THAT THE MAYOR AND THE CITY OF FORT LUPTON, AS AUTHORIZED BY ORDINANCE NO. _____ ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

APPROVED THIS _____ DAY OF _____, 20____.

ATTEST: CITY CLERK _____

MAYOR

SEAL

SURVEYOR'S NOTES

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

2. BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, T.2N., R.66W., AS BEARING NORTH 89°09'47" EAST AS MONUMENTED BY A #6 REBAR WITH A 3.25" ILLEGIBLE ALUMINUM CAP AT THE WEST END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 13482 AT THE EAST END, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT".

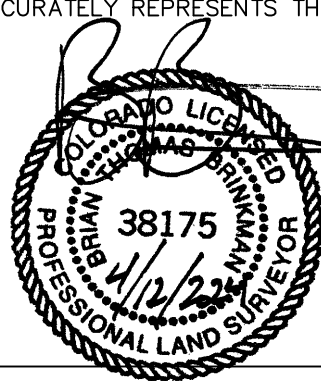
3. THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY BY LAT40°, INC. IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE EXISTING CITY OF FORT LUPTON MUNICIPAL LIMITS.

4. THE AREA OF ANNEXATION IS WITHIN THE FOLLOWING SPECIAL DISTRICTS:

FORT LUPTON FIRE PROTECTION DISTRICT
FORT LUPTON RE-B SCHOOL DISTRICT
CENTRAL COLORADO WATER DISTRICT
CENTRAL COLORADO WATER SUBDISTRICT
NORTHERN COLORADO WATER
HIGH PLAINS LIBRARY DISTRICT
AIMS JUNIOR COLLEGE DISTRICT
PLATTE VALLEY CONSERVATION DISTRICT

SURVEYOR'S STATEMENT

I CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



SHEET 1 OF 2

BRIAN T. BRINKMAN—ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175

TITLE COMMITMENT NOTE

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LAT40, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OR RECORDS, LAT40, INC. RELIED UPON ALTA COMMITMENT NUMBER ETA300657, HAVING AN EFFECTIVE DATE OF DECEMBER 4, 2023, AS ISSUED BY ELDORADO TITLE ALLIANCE, LLC, TO DELINEATE THE AFORESAID INFORMATION.

PROJECT CONTACTS

LAND OWNER:
THERMO FARMS
1540 MAIN ST. #218/303
WINDSOR, CO 80550

APPLICANT/OWNER'S REPRESENTATIVE:
BAESSLER DEVELOPMENT LLC
33105 COUNTY ROAD 33
GREELEY, COLORADO 80631
ATTN: MITCH NELSON

SURVEYOR:
LAT40°, PROFESSIONAL LAND SURVEYORS
6250 WEST 10TH STREET, UNIT 2
GREELEY, COLORADO 80634
ATTN: BRIAN BRINKMAN



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:

LANCASTER CROSSING ANNEXATION
S.33, T.2N., R.66W.
WELD COUNTY, COLORADO
BAESSLER DEVELOPMENT, LLC
33105 COUNTY ROAD 33, GREELEY, COLORADO 80631

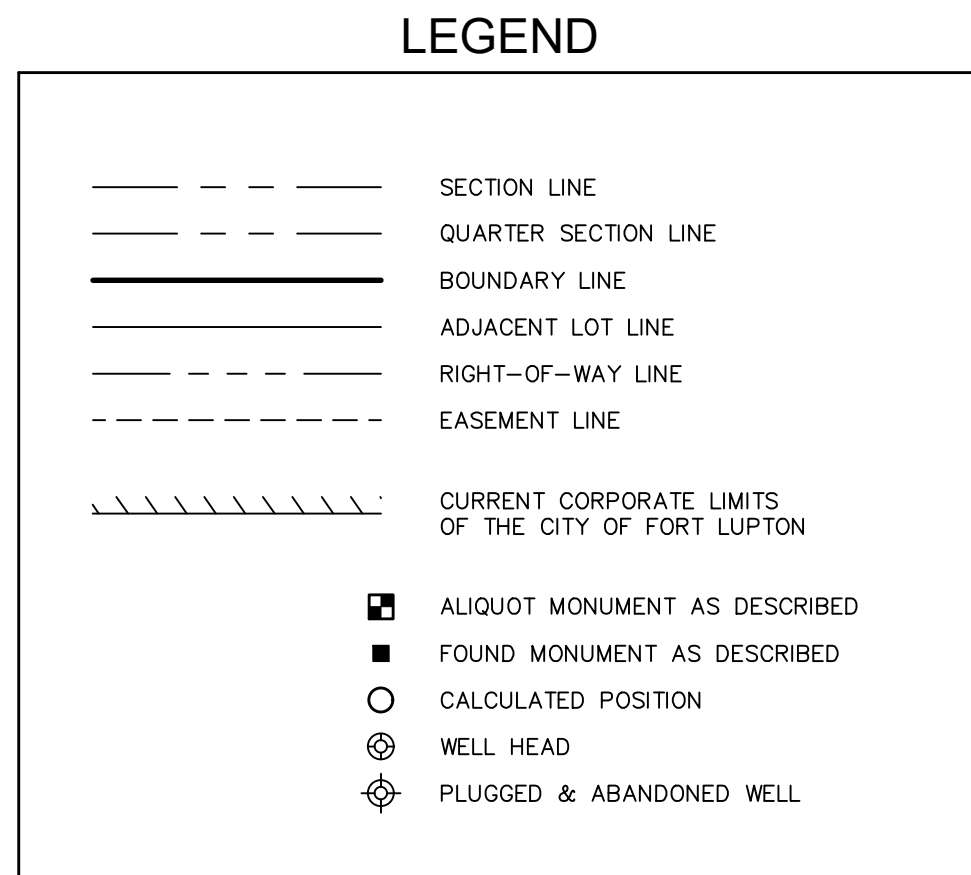
DRAWN BY: LD	SCALE: AS NOTED	DATE: 3/22/2024
CHECKED BY: BB	PROJECT #: 2023457.02	SHEET: 1 OF 2

SHEET SIZE: 24X36

TO THE CITY OF FORT LUPTON, COLORADO

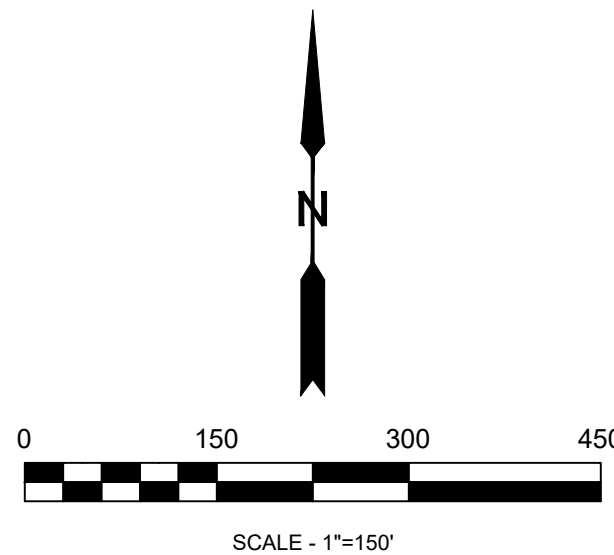
Part of the Northeast Quarter of Section 33, Township 2 North, Range 66 West of the 6th P.M.,
County of Weld, State of Colorado

NORTHEAST CORNER
S. 33, T. 2 N., R. 66 W.
FOUND - 46. REBAR WITH



LINE TABLE			
LINE	BEARING		DISTANCE
L1	N	29°51'07" W	84.85'
L2	N	11°38'56" W	382.04'
L3	N	02°36'51" W	360.14'
L4	N	08°45'29" E	208.08'
L5	N	16°21'09" W	92.77'
L6	N	45°52'37" W	173.40'
L7	N	74°25'26" W	122.24'
L8	N	56°44'42" W	109.68'
L9	N	17°32'34" W	155.42'
L10	N	27°00'54" W	237.74'
L11	N	46°35'33" W	161.51'

ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	6190.69
TOTAL BOUNDARY PERIMETER (L.F.)	8688.73
1/6 OF PERIMETER (L.F.)	1448.12
ANNEXATION RATIO (1 to X)	1.40
TOTAL LAND AREA (Acres)	92.42



SHEET 2 OF 2

BRIAN T. BRINKMAN—ON BEHALF OF LAT40[®], INC
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175

SHEET SIZE: 24X36



REVISIONS	
DESCRIPTION:	DATE:

LANCASTER CROSSING ANNEXATION
S.33, T.2N., R.66W
WELD COUNTY, COLORADO
BAESSLER DEVELOPMENT, LLC
33105 COUNTY ROAD 33, GREELEY, COLORADO 80631

DRAWN BY: LD	SCALE: AS NOTED	DATE: 3/22/2024
CHECKED BY: BB	PROJECT #: 2023457.02	SHEET: 2 OF 2

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

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

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

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Fort Lupton.
 - b. A community of interest exists between the area proposed to be annexed and the City of Fort Lupton.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Fort Lupton.
 - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way
 - ii. Comprises twenty acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - f. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality.
 - g. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - h. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - i. The territory to be annexed is 92.42 acres, more or less, in total area.
 - j. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally

describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.

- k. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - l. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
4. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.
5. The zoning classification requested for the area proposed to be annexed is R-3, as shown on the annexation map attached hereto and incorporated herein.
6. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
7. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion **at such time that municipal water is necessary to serve current or future development on the property**. At such time, the Owner shall complete a water study at the Owner's expense as requested by the City or applicable water provider(s). Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right

which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

8. The non-refundable annexation application fee of \$5,448.77 is tendered herewith.

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

1	Land Owner Name: Signature: <i>William J. J. Cunningham</i>	Mailing Address (street, city, state, ZIP): Date of signing: <i>4/19/2024</i>
2	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
3	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
4	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP Code): Date of signing:

(Additional sheets may be attached if necessary.)

The foregoing signature(s) was/were subscribed and sworn to before me this 19 day of April, 2024, by

Witness my hand and official seal.

My commission expires on 6/17/2027.

Melissa Wheeler

Notary Public



Exhibit A

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

Land Owned by Land Owner 1:

AN AREA OF LAND BEING A PORTION OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION THIRTY-THREE (33) AS MONUMENTED BY A #6 REBAR WITH AN ILLEGIBLE 3.25" ALUMINUM CAP AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 33 AS MONUMENTED AT THE EAST END BY A #6 REBAR WITH A 2.5" ALUMINUM CAP LS 13482 AS BEARING NORTH 89°09'47" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE U. S. SURVEY FOOT.

THENCE NORTH 89°09'47" EAST ALONG THE NORTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1707.46 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 31 AS DESCRIBED IN DEED RECORDED MAY 23, 1980 IN BOOK 904, REC. NO. 1825641;

THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST RIGHT-OF-WAY OF SAID COUNTY ROAD 31 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

THENCE SOUTH 00°31'13" EAST A DISTANCE OF 436.34 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 706.46 FEET, SAID CURVE HAS A RADIUS OF 2321.83 FEET, A DELTA ANGLE OF 17°26'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 09°14'13" EAST A DISTANCE OF 703.74 FEET;

THENCE SOUTH 17°57'13" EAST A DISTANCE OF 327.18 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST A DISTANCE OF 633.33 FEET, SAID CURVE HAS A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 06°22'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 14°46'13" EAST A DISTANCE OF 633.01 FEET;

THENCE SOUTH 11°35'13" EAST A DISTANCE OF 547.40 FEET;

THENCE SOUTH 89°32'00" WEST ALONG A LINE FIFTY (50) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1452.11 FEET TO THE CENTERLINE OF THE FULTON DITCH;

THENCE NORTHERLY ALONG THE CENTERLINE OF SAID FULTON DITCH THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

THENCE NORTH 29°51'07" WEST A DISTANCE OF 84.85 FEET;

THENCE NORTH 11°38'56" WEST A DISTANCE OF 382.04 FEET;

THENCE NORTH 02°36'51" WEST A DISTANCE OF 360.14 FEET;

THENCE NORTH 08°45'29" EAST A DISTANCE OF 208.08 FEET;

THENCE NORTH 16°21'09" WEST A DISTANCE OF 92.77 FEET;

THENCE NORTH 45°52'37" WEST A DISTANCE OF 173.40 FEET;

THENCE NORTH 74°25'26" WEST A DISTANCE OF 122.24 FEET;

THENCE NORTH 56°44'42" WEST A DISTANCE OF 109.68 FEET;

THENCE NORTH 17°32'34" WEST A DISTANCE OF 155.42 FEET;

THENCE NORTH 27°00'54" WEST A DISTANCE OF 237.74 FEET;

THENCE NORTH 46°35'33" WEST A DISTANCE OF 161.51 FEET TO THE WEST LINE OF THE NE1/4 OF SAID SECTION 33;

THENCE NORTH 00°34'40" WEST ALONG SAID WEST LINE A DISTANCE OF 790.58 FEET TO THE POINT OF BEGINNING;

SAID AREA OF LAND CONTAINS 92.42 ACRES (±4,025,845 SQ.FT.), MORE OR LESS (+/-), AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED AREA OF LAND

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

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

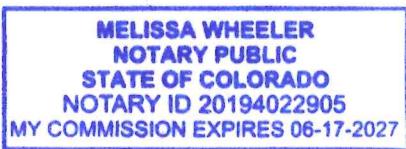

(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 19 day of April, 2024, by Zachery Cesar.

Witness my hand and official seal.

My commission expires on 06/17/2027.


Notary Public



Sign Posting Affidavit
Lancaster Crossing Annexation
ANX24-003



Facing CR 16



Facing CR 31

I, Magaly Morales-Tejada hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 6th day of August, 2024.

Magaly Morales-Tejada

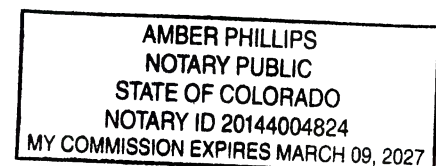
Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by Magaly Morales-Tejada this 11th day of August, 2024. Witness my hand and seal.

My commission expires March 9, 2027.

Amber Phillips

Notary Public





SUBJECT FOR DISCUSSION

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

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Thermo Farms General Partnership, LLC (the "Applicants") has submitted a request for initial zoning of certain land identified in Exhibit A of the Ordinance to the 'A' Agricultural Zone District. The property to be zoned is located west and adjacent to County Road 31 and south and adjacent to County Road 16 (Parcel No. 130933100006).

FINANCIAL CONSIDERATIONS

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

LEGAL/POLITICAL CONSIDERATIONS

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

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

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

STAFF RECOMMENDATIONS

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

Attachments:

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

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO. 2024-xxxx

INTRODUCED BY:

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

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

WHEREAS, under the procedures detailed in Section 16-2.03 of the Fort Lupton Municipal Code, the Applicant, Thermo Farms General Partnership, LLC, submitted a request to initially zone 97.24± acres of land more particularly described in Exhibit A.

WHEREAS, the Planning Commission held a public hearing on the zone request on August 22, 2024, and recommended approval to City Council of the initial zoning of land described in Exhibit A to the 'A' Agricultural Zone District, with all the uses-by-right allowed in said district.

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 3rd day of September 2024.

PUBLISHED in the Fort Lupton Press the 12th day of September 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 1st day of October 2024.

PUBLISHED BY TITLE ONLY the 10th day of October 2024.

EFFECTIVE (after publication) the 9th day of November 2024.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

A PLAT OF A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF (N1/2) OF SECTION THIRTY-THREE (33), AND A PORTION OF THE SOUTH HALF (S1/2) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION THIRTY-THREE (33) AS MONUMENTED BY A #6 REBAR WITH AN ILLEGIBLE 3.25" ALUMINUM CAP AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 33 AS MONUMENTED AT THE EAST END BY A #6 REBAR WITH A 2.5" ALUMINUM CAP LS 13482 AS BEARING NORTH 89°09'47" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE U. S. SURVEY FOOT.

THENCE SOUTH 00°34'40" EAST ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16 AND TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89°43'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 2646.93 FEET TO THE WEST LINE OF THE NW1/4 OF SAID SECTION 33;

THENCE NORTH 00°36'14" WEST ALONG THE WEST LINE OF SAID NW1/4 A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 33;

THENCE NORTH 00°44'36" WEST ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 28 A DISTANCE OF 30.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16;

THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG THE NORTH RIGHT-OF-WAY OF SAID COUNTY ROAD 16 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE NORTH 89°43'30" EAST A DISTANCE OF 2647.07 FEET;

THENCE NORTH 89°09'47" EAST A DISTANCE OF 1707.45 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 31 AS DESCRIBED IN DEED RECORDED MAY 23, 1980 IN BOOK 904, REC. NO. 1825641;

THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST RIGHT-OF-WAY OF SAID COUNTY ROAD 31 THE FOLLOWING SIX (6) COURSES AND DISTANCES

THENCE SOUTH 00°31'13" EAST A DISTANCE OF 30.00 FEET;

THENCE CONTINUING SOUTH 00°31'13" EAST A DISTANCE OF 436.34 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 706.46 FEET, SAID CURVE HAS A RADIUS OF 2321.83 FEET, A DELTA ANGLE OF 17°26'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 09°14'13" EAST A DISTANCE OF 703.74 FEET;

THENCE SOUTH 17°57'13" EAST A DISTANCE OF 327.18 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST A DISTANCE OF 633.33 FEET, SAID CURVE HAS A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 06°22'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 14°46'13" EAST A DISTANCE OF 633.01 FEET;

THENCE SOUTH 11°35'13" EAST A DISTANCE OF 547.40 FEET;

THENCE SOUTH 89°32'00" WEST ALONG A LINE FIFTY (50) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1452.11 FEET TO THE CENTERLINE OF THE FULTON DITCH;

THENCE NORTHERLY ALONG THE CENTERLINE OF SAID FULTON DITCH THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

THENCE NORTH 29°51'07" WEST A DISTANCE OF 84.85 FEET;

THENCE NORTH 11°38'56" WEST A DISTANCE OF 382.04 FEET;

THENCE NORTH 02°36'51" WEST A DISTANCE OF 360.14 FEET;

THENCE NORTH 08°45'29" EAST A DISTANCE OF 208.08 FEET;

THENCE NORTH 16°21'09" WEST A DISTANCE OF 92.77 FEET;

THENCE NORTH 45°52'37" WEST A DISTANCE OF 173.40 FEET;

THENCE NORTH 74°25'26" WEST A DISTANCE OF 122.24 FEET;

THENCE NORTH 56°44'42" WEST A DISTANCE OF 109.68 FEET;

THENCE NORTH 17°32'34" WEST A DISTANCE OF 155.42 FEET;

THENCE NORTH 27°00'54" WEST A DISTANCE OF 237.74 FEET;

THENCE NORTH 46°35'33" WEST A DISTANCE OF 161.51 FEET TO THE WEST LINE OF THE NE1/4 OF SAID SECTION 33;

THENCE NORTH 00°34'40" WEST ALONG SAID WEST LINE A DISTANCE OF 760.58 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL OF LAND CONTAINS 97.24 ACRES (±4,235,887 SQ.FT.), MORE OR LESS (+/-), AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

RESOLUTION NO. P2024-015

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

WHEREAS, the Planning Commission held a public hearing on August 22, 2024, for the purpose of reviewing an application submitted by Thermo Farms General Partnership, LLC for an annexation, known as the Lancaster Crossing Annexation and Initial Zoning to the 'A' Agriculture Zone District; and

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

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

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

- I. Prior to recording the annexation map:
 - A. Any redline comments provided by City Staff shall be made to the annexation map.
 - B. Applicant shall address the City Engineer's comments.

DONE THIS 22nd DAY OF AUGUST, 2024, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.

Chairman

ATTEST:

Planning Director

EXHIBIT A
PROPERTY DESCRIPTION

A PLAT OF A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF (N1/2) OF SECTION THIRTY-THREE (33), AND A PORTION OF THE SOUTH HALF (S1/2) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION THIRTY-THREE (33) AS MONUMENTED BY A #6 REBAR WITH AN ILLEGIBLE 3.25" ALUMINUM CAP AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 33 AS MONUMENTED AT THE EAST END BY A #6 REBAR WITH A 2.5" ALUMINUM CAP LS 13482 AS BEARING NORTH 89°09'47" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE U. S. SURVEY FOOT.

THENCE SOUTH 00°34'40" EAST ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16 AND TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89°43'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 2646.93 FEET TO THE WEST LINE OF THE NW1/4 OF SAID SECTION 33;
THENCE NORTH 00°36'14" WEST ALONG THE WEST LINE OF SAID NW1/4 A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 33;
THENCE NORTH 00°44'36" WEST ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 28 A DISTANCE OF 30.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16;

THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG THE NORTH RIGHT-OF-WAY OF SAID COUNTY ROAD 16 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE NORTH 89°43'30" EAST A DISTANCE OF 2647.07 FEET;
THENCE NORTH 89°09'47" EAST A DISTANCE OF 1707.45 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 31 AS DESCRIBED IN DEED RECORDED MAY 23, 1980 IN BOOK 904, REC. NO. 1825641;

THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST RIGHT-OF-WAY OF SAID COUNTY ROAD 31 THE FOLLOWING SIX (6) COURSES AND DISTANCES:

THENCE SOUTH 00°31'13" EAST A DISTANCE OF 30.00 FEET;
THENCE CONTINUING SOUTH 00°31'13" EAST A DISTANCE OF 436.34 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 706.46 FEET, SAID CURVE HAS A RADIUS OF 2321.83 FEET, A DELTA ANGLE OF 17°26'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 09°14'13" EAST A DISTANCE OF 703.74 FEET;
THENCE SOUTH 17°57'13" EAST A DISTANCE OF 327.18 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST A DISTANCE OF 633.33 FEET, SAID CURVE HAS A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 06°22'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 14°46'13" EAST A DISTANCE OF 633.01 FEET;
THENCE SOUTH 11°35'13" EAST A DISTANCE OF 547.40 FEET;
THENCE SOUTH 89°32'00" WEST ALONG A LINE FIFTY (50) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1452.11 FEET TO THE CENTERLINE OF THE FULTON DITCH;

THENCE NORTHERLY ALONG THE CENTERLINE OF SAID FULTON DITCH THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

THENCE NORTH 29°51'07" WEST A DISTANCE OF 84.85 FEET;
THENCE NORTH 11°38'56" WEST A DISTANCE OF 382.04 FEET;
THENCE NORTH 02°36'51" WEST A DISTANCE OF 360.14 FEET;
THENCE NORTH 08°45'29" EAST A DISTANCE OF 208.08 FEET;
THENCE NORTH 16°21'09" WEST A DISTANCE OF 92.77 FEET;
THENCE NORTH 45°52'37" WEST A DISTANCE OF 173.40 FEET;
THENCE NORTH 74°25'26" WEST A DISTANCE OF 122.24 FEET;
THENCE NORTH 56°44'42" WEST A DISTANCE OF 109.68 FEET;
THENCE NORTH 17°32'34" WEST A DISTANCE OF 155.42 FEET;
THENCE NORTH 27°00'54" WEST A DISTANCE OF 237.74 FEET;
THENCE NORTH 46°35'33" WEST A DISTANCE OF 161.51 FEET TO THE WEST LINE OF THE NE1/4 OF SAID SECTION 33;
THENCE NORTH 00°34'40" WEST ALONG SAID WEST LINE A DISTANCE OF 760.58 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL OF LAND CONTAINS 97.24 ACRES (±4,235,887 SQ.FT.), MORE OR LESS (+/-), AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 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, August 22, 2024.

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

ROLL CALL

Commissioners Present: Chair Mike Simone, Vice-Chair Bushrod White, Commissioners Kathy Kvasnicka, and Shannon Rhoda.

City Staff Present: Planning Director Todd Hodges, Planners Zachary Mettler, Magaly Morales-Tejada, Sean McDermott, and City Engineer David Rausch.

APPROVAL OF AGENDA

Vice-Chair White moved to approve the agenda, Commissioner Kvasnicka seconded.

CONSENT AGENDA

Vice-Chair White moved to approve the consent agenda, Commissioner Kvasnicka seconded.

PUBLIC COMMENT

There were no public comments.

ACTION ITEM

P2024-013 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON APPROVING THE 84 LUMBER SITE PLAN

Planner Zachary Mettler presented this item. He stated that the proposed project is for a parcel approximately 8.62 acres in size and located east and adjacent to S. Denver Ave and approximately 430' north of County Road 8. The property is currently zoned 'I-1' light industrial and there is currently a vacant 15,650 square foot warehouse on the site. The application proposes a 45,000 square foot lumber truss manufacturing warehouse along with a 6,250 square foot storage structure. Site improvements include additional landscaping, signage and maintenance of the existing chain-link fence, the applicant has worked well with staff on maintenance of current site conditions. The application was reviewed under the site plan process outlined in section 2.06 of the Municipal Code and conforms with applicable city codes and the comprehensive plan.

All notification requirements have been met and staff recommends approval with conditions as listed on the proposed resolution.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024

The applicants, Paul Hawkes, Skyler Hutchins, Guy Flament, and Mike Dopp were present and provided visuals of the existing site and proposed site layout.

Chair Simone opened up for public comments at 6:08pm.

There were no public comments.

Chair Simone closed the public comments at 6:08pm.

Chair Simone opened the hearing for commissioner comments.

Commissioners discussed:

- Parking lot surface
- Site drainage
- Existing chain-link fence and future changes
- Site lighting
- Company's existing out-of-state operations

After discussion Vice Chair White moved to approve P2024-013 A Resolution of The Planning Commission of Fort Lupton Approving The 84 Lumber Site Plan. Commissioner Kvasnicka seconded.

P2024-014 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF AN ANNEXATION KNOWN AS THE SILVER LINING ANNEXATION AND INITIAL ZONING TO THE 'A' AGRICULTURE ZONE DISTRICT

Planner Magaly Morales-Tejada presented this item. She stated that this application is a request for an annexation for a property located north and adjacent to County Road 24 and approximately a quarter mile west of County Road 23. The property is approximately 49.10 acres. The applicant is requesting initial zoning to the Agricultural district for the southern portion of this property and R-1 Single Family Residential zoning for the northern portion of the property. The applicant has submitted a minor subdivision application concurrently with this application, the minor subdivision is being reviewed administratively and proposes a total of 4 lots for single-family rural residential homes.

All notification requirements have been met, including posting on the site, neighbor and mineral interest mailings, newspaper posting and county commissioner notifications and applicable reports. Staff recommends approval with the listed conditions.

The applicant, Derek Barnes, provided additional details on the project He stated that the southern lot is his current residence and would stay his residence with agricultural land. Access for the other 3 lots would be through a shared existing driveway.

Chair Simone opened up for public comments at 6:21pm.

There were no public comments.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024

Chair Simone closed the public comments at 6:21pm.

Chair Simone opened the hearing for commissioner comments. There were no comments. Chair Simone closed the commissioner comments.

Vice Chair White moved to approve P2024-014 A Resolution of The Planning Commission of Fort Lupton Recommending to City Council Approval of An Annexation Known as The Silver Lining Annexation and Initial Zoning to the 'A' Agriculture Zone District. Commissioner Kvasnicka seconded.

Motion passed unanimously.

P2024-015 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF AN ANNEXATION KNOWN AS THE LANCASTER CROSSING ANNEXATION AND INITIAL ZONING TO THE 'A' AGRICULTURE ZONE DISTRICT FOR LAND LEGALLY DESCRIBED IN EXHIBIT A.

Planner Magaly Morales-Tejada presented this item. She stated that this request is for an annexation for a property located south and adjacent to county road 16 and west and adjacent to County Road 31. The property is approximately 91.46 acres. The applicant is requesting initial zoning to the Agricultural district. The applicant has submitted a concept plan request concurrently with this application which is on the agenda later this evening.

All notification requirements have been met and the applicant is present tonight to answer any questions.

The applicant, Melissa Wheeler was present to answer questions but did not have an additional presentation.

Chair Simone opened up for public comments at 6:23pm.

Jenny Turner, a nearby resident, stated that she had concerns with the proposed amount of housing and the accesses.

Chair Simone interjected and explained that this public hearing was only for the Annexation and not for the subdivision, the public would have an opportunity to comment on the subdivision at a later time.

With no additional comments, Chair Simone closed the public comment at 6:25pm.

Chair Simone opened the hearing for commissioner comments.

Commissioners discussed:

- Existing zoning in the County

After discussion, Vice Chair White moved to approve P2024-015 A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of an Annexation Known as the Lancaster Crossing

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024

Annexation and Initial Zoning to the 'A' Agriculture Zone District for Land Legally Described in Exhibit A. Commissioner Kvasnicka seconded. Motion passed unanimously.

Chair Simone asked the Commission if they would be ok with Jenny Turner providing comments on the next agenda item, the Lancaster Concept Plan, even though it is not a public hearing, all commissioners agreed to allow her to comment.

DISCUSSION ITEM

LANCASTER CONCEPT PLAN

Planner Magaly Morales-Tejada presented this item. She stated that this discussion item is a concept plan, according to Article 2.02 (D) of the Fort Lupton development code, there is no formal decision or approval given tonight, this process merely provides general direction for future formal submittals. All information and feedback provided to the applicant will be part of the record and will inform discussion at the City Council meeting, where no formal decision will be made either.

The Lancaster Crossing concept plan is located on the corner of County Road 16 and County Road 31, west of the power plant and adjacent to the willow crossing and cottonwood subdivisions. The 91.46-acre parcel is currently vacant land. The applicant proposes a residential subdivision with 200 multi-family units, 28 alley-loaded units and 181 single family units along with 42 acres of open space. Conceptual review of this proposal finds that it is substantially in compliance with City Standards and the city's comprehensive plan, in which this property is designated as single-family. Further detailed review will be done with subsequent applications and will address any comments from City Staff as well as the Planning Commission and City Council. In tonight's presentation, the applicant will present conceptual elevations, these have not been reviewed as part of the concept plan, but will be reviewed with future committals to ensure compliance with the design standards.

The applicant, Melissa Wheeler, provided visuals of the proposed elevations and explained that she believes the different types of housing products provide a great mix of housing options.

Jenny Turner, nearby resident, stated that she has concerns with how this development would affect neighboring properties, she is also concerned with the access to the site and the traffic that it will bring. She stated that although she is not opposed to progress she would like the developer to work with her and other neighbors to ensure minimal impact during construction and long-term impacts from the development.

Melissa Wheeler responded to these concerns and stated that Baessler wants to be a good neighbor and that as the proposal moves forward, there is a neighborhood meeting requirement in which they will be talking to surrounding neighbors about concerns.

Chair Simone opened up for commissioner comments.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024**

Commissioners discussed:

- Housing types location throughout the subdivision.
- Amenities, including open space, neighborhood parks and suggested pickleball courts.
- Housing density and proximity
- Fire lanes
- Street widths and bicycle lanes
- HOA applicability and responsibilities.
- Trail system.

With no further discussion, this discussion item was closed.

FUTURE BUSINESS

The next Planning Commission meeting is scheduled for September 12, 2024.

ADJOURNMENT

Chair Simone moved to adjourn the meeting at 6:45 PM.

Submitted by

Magaly Morales-Tejada
Planner I

Approved by Planning Commission

Mike Simone
Chair

Project Narrative | Lancaster Crossing

Annexation & Concept Plan

04/17/2024

General Description/Site Features and Proposed Land Uses

The property is located on the north side of 14th Steet, east of the Fulton Ditch, south of Weld County Road (WCR) 16, and west of WCR 31. The property is approximately 91.46 acres and is currently located in Unincorporated Weld County. The applicant is requesting to annex the property into the City of Fort Lupton in adherence with *Picture Fort Lupton* (Comprehensive Plan). Proposed uses will include 209 single family units including 28 alley loaded product and 200 multi-family units. The total 409 residential units across 91.46 acres has an overall project density of 4.47 dwelling units per acre. The project will feature parks, internal sidewalk/trail connections, and multiple residential product types. The project will be constructed to be compatible with existing uses while developing an attractive residential neighborhood.

Compliance with City of Fort Lupton Comprehensive Plan

Picture Fort Lupton adopted in 2018 is the official policy guide for land use and development. In *Picture Fort Lupton* a vision for the future of Fort Lupton is established to act as not only a guide but a “playbook” for policies, strategies, and objectives that form the image and identity of the community. The following analysis shows how Lancaster Crossing is developed in conformance with *Picture Fort Lupton*.

A Vision for Fort Lupton

The Comprehensive Plans outlines the City of Fort Lupton will be the premier destination of the Front Range. It goes on to state that the City will help to guide investment and development, “to best meet needs of a growing community and support diverse, welcoming neighborhoods.” Lancaster Crossing is looking to develop a residential development which furthers the goals and envisions the full intent of the Comprehensive Plan. Lancaster Crossing is proposed as a residential development with multiple product types to support a diverse and welcoming neighborhood.

Allowing for both single family residential and multi-family residential within this project adheres to the vision set forth in *Picture Fort Lupton* which states, “the development of new high density residential will provide those housing options necessary to attract a wealth of new residents while maintaining Fort Lupton’s ‘small-town’ charm.” As proposed multiple product types also allows for multiple price points not only for current residents but future residents of the Fort Lupton community. Creating not just a neighborhood but a community



where all can live, work, and play.

Growth and Development

Lancaster Crossing is currently surrounded by property annexed into the City of Fort Lupton on three sides. It is contemplated in *Picture Fort Lupton* and the Future Land Use map that this parcel is to be annexed and developed within the City of Fort Lupton as a residential development. As indicated in the Comprehensive Plan annexation of this parcel allows for the city to utilize this annexation as a “strategy to guide future annexations in a manner which results in healthy, manageable growth for the City.” This development proposes just that, to annex and develop a diverse, welcoming residential neighborhood. As proposed with both single family and multifamily residential uses, this development provides diversity in housing types for the community. *Picture Fort Lupton* states, “Multi-family complements traditional single family detached by offering the highest density options within Fort Lupton. Opportunities to develop new multi-family will provide affordable housing options and contribute to greater housing diversity.” The Comprehensive Plan goes on to state that, “less than 15 percent of the City’s housing stock is multi-family units ... this suggests a potential need for more multi-family units and/or updated existing multi-family product.” As stated in the Comprehensive Plan, “greater housing diversity is an important focus for residential growth moving forward. This will help the City address housing needs within the community and attract new residents. The City should work with developers to encourage a variety of housing options, including products that offer high density...” With 200 multi-family units and 209 single family units proposed in this development this project will bring greater housing diversity to Fort Lupton to create diverse, welcoming neighborhoods that boast housing diversity to attract new residents to the greater community.

Transportation and Mobility

This project as proposed provides a safe and efficient multi-modal transportation network. New infrastructure as well as the enhancement of existing infrastructure that will serve pedestrians, bicycles, and vehicles alike is proposed. The Comprehensive Plan expresses a concern for a lack of pedestrian connectivity in the City of Fort Lupton it goes on to say, “As improvements are made along road-way corridors, the City should construct sidewalks and/or trails. Adjacent development should participate in this process by providing the necessary improvements along their property.” This project proposes the extension of College Ave with this development within the property boundary connecting 14th Street to WCR 16. The project proposes improvements including but not limited to sidewalks and landscaping along 14th Street and WCR 16 with access to the project from both 14th Street and WCR 16 as well as dedication of ultimate ROW on these roads and WCR 31.

As proposed, new sidewalk infrastructure will fill in existing gaps on 14th Street and WCR



16 while the construction and dedication of new roadways will feature new sidewalks and trail connections. The project is proposed as a multi-modal pedestrian oriented and walkable community with safe and convenient sidewalks, tree lawns, street trees, roadways and connections throughout the neighborhood and to adjacent neighborhoods.

Parks, Open Space and Environmental Features

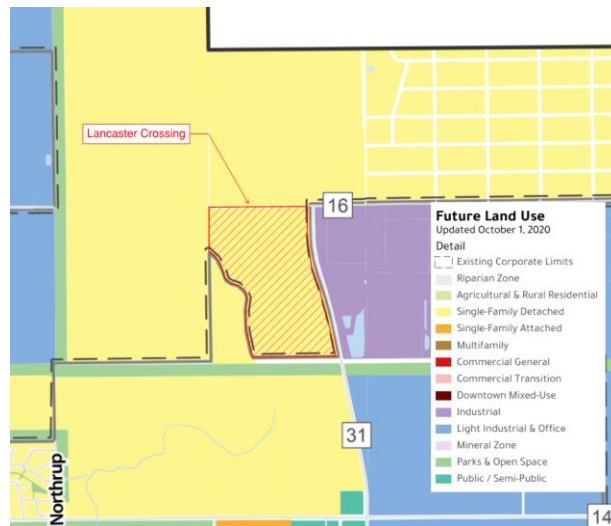
Lancaster Crossing is designed with parks, open space, and environmental features as a priority. The Comprehensive Plan states that a goal of the City is to, “develop new parks to provide all residents to access with parkland.” Lancaster Crossing prioritizes opens space and common areas. Future proposed park areas will provide residents of both Lancaster Crossing and Fort Lupton with opportunities as stated in the Comprehensive Plan to, “get active, socialize, and enjoy the outdoors in their community.”

Picture Fort Lupton also establishes the objective to, “develop new trails to establish a comprehensive trail network throughout the community.” Trails are an essential element of parks and open space; Lancaster Crossing will provide enhanced and new sidewalk connections as mentioned above. These new internal sidewalks will not only provide desired interconnectivity but also link this development to larger established and future pedestrian networks throughout the community and region to realize the goals and intent of *Picture Fort Lupton*.

Compatibility with the Area

Lancaster Crossing is designed to not only adhere to and further the goals and intent of the Comprehensive Plan but also to be compatible with surrounding area and uses. The Future Land Use Map contemplates this property to be developed as Single-Family Residential. Lancaster Crossing will provide 200+ units of single-family residential, additionally this development will also provide 200 units of multi-family residential to develop a diverse, welcoming neighborhood with multiple product types and price points to attract a variety of residents as indicated in the Comprehensive Plan as a goal of the City of Fort Lupton. The Comprehensive Plan also states that, “multi-family complements traditional single family detached by offering the highest density options within Fort Lupton... and contribute to greater housing diversity.”





Lancaster Crossing is proposed as a residential development that is adjacent to existing and planned residential subdivisions to the west and south. Further Lancaster Crossing is designed with buffers on the eastern property boundary to the neighboring industrial uses, with the inclusion of higher density housing (multi-family) in this development, it also helps to transition from the neighboring industrial uses to existing strictly single-family uses.

Statement of Compliance with applicant standards and criteria

Lancaster Crossing will continue coordination with City staff and appropriate stakeholders to meet all applicable standards and criteria of the City of Fort Lupton to develop a high-quality residential subdivision that provides a safe and efficient transportation network that accommodates multi-modal transportation.



MINIMAL RISK. PAINLESS PROCESS. BEAUTIFUL SPACES.

o: 970.224.5828 | w: ripleydesigninc.com

RIPLEY DESIGN, INC. | 419 Canyon Avenue, Suite 200 | Fort Collins, CO 80521

LANCASTER CROSSING ANNEXATION
TO THE CITY OF FORT LUPTON, COLORADO
A PORTION OF THE N1/2 OF SECTION 33 AND A PORTION OF THE S1/2 OF SECTION 28,
TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

PROPERTY DESCRIPTION:

A PLAT OF A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF (N1/2) OF SECTION THIRTY-THREE (33), AND A PORTION OF THE SOUTH HALF (S1/2) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION THIRTY-THREE (33) AS MONUMENTED BY A #6 REBAR WITH AN ILLEGIBLE 3.25" ALUMINUM CAP AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 33 AS MONUMENTED AT THE EAST END BY A #6 REBAR WITH A 2.5" ALUMINUM CAP LS 13482 AS BEARING NORTH 89°09'47" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE U. S. SURVEY FOOT.

THENCE SOUTH 00°34'40" EAST ALONG THE WEST LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16 AND TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89°43'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 2646.93 FEET TO THE WEST LINE OF THE NW1/4 OF SAID SECTION 33;
THENCE NORTH 00°36'14" WEST ALONG THE WEST LINE OF SAID NW1/4 A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 33;
THENCE NORTH 00°44'36" WEST ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 28 A DISTANCE OF 30.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16;

THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG THE NORTH RIGHT-OF-WAY OF SAID COUNTY ROAD 16 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE NORTH 89°43'30" EAST A DISTANCE OF 2647.07 FEET;
THENCE NORTH 89°09'47" EAST A DISTANCE OF 1707.45 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 31 AS DESCRIBED IN DEED RECORDED MAY 23, 1980 IN BOOK 904, REC. NO. 1825641;

THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST RIGHT-OF-WAY OF SAID COUNTY ROAD 31 THE FOLLOWING SIX (6) COURSES AND DISTANCES:

THENCE SOUTH 00°31'13" EAST A DISTANCE OF 30.00 FEET;
THENCE CONTINUING SOUTH 00°31'13" EAST A DISTANCE OF 436.34 FEET TO A POINT OF CURVATURE (PC);
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 706.46 FEET, SAID CURVE HAS A RADIUS OF 2321.83 FEET, A DELTA ANGLE OF 17°26'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 09°14'13" EAST A DISTANCE OF 703.74 FEET;
THENCE SOUTH 17°57'13" EAST A DISTANCE OF 327.18 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST A DISTANCE OF 633.33 FEET, SAID CURVE HAS A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 06°22'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 14°46'13" EAST A DISTANCE OF 633.01 FEET;
THENCE SOUTH 11°35'13" EAST A DISTANCE OF 547.40 FEET;
THENCE SOUTH 89°32'00" WEST ALONG A LINE FIFTY (50) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1452.11 FEET TO THE CENTERLINE OF THE FULTON DITCH;

THENCE NORTHERLY ALONG THE CENTERLINE OF SAID FULTON DITCH THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

THENCE NORTH 29°51'07" WEST A DISTANCE OF 84.85 FEET;
THENCE NORTH 11°38'56" WEST A DISTANCE OF 382.04 FEET;
THENCE NORTH 02°36'51" WEST A DISTANCE OF 360.14 FEET;
THENCE NORTH 08°45'29" EAST A DISTANCE OF 208.08 FEET;
THENCE NORTH 16°21'09" WEST A DISTANCE OF 92.77 FEET;
THENCE NORTH 45°52'37" WEST A DISTANCE OF 173.40 FEET;
THENCE NORTH 74°25'26" WEST A DISTANCE OF 122.24 FEET;
THENCE NORTH 56°44'42" WEST A DISTANCE OF 109.68 FEET;
THENCE NORTH 17°32'34" WEST A DISTANCE OF 155.42 FEET;
THENCE NORTH 27°00'54" WEST A DISTANCE OF 237.74 FEET;
THENCE NORTH 46°35'33" WEST A DISTANCE OF 161.51 FEET TO THE WEST LINE OF THE NE1/4 OF SAID SECTION 33;
THENCE NORTH 00°34'40" WEST ALONG SAID WEST LINE A DISTANCE OF 760.58 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL OF LAND CONTAINS 97.24 ACRES (±4,235,887 SQ.FT.), MORE OR LESS (+/-), AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

OWNER'S APPROVAL

KNOW ALL MEN BY THESE PRESENTS, THAT **THERMO FARMS, GENERAL PARTNERSHIP, L.L.P.**, BEING THE SOLE OWNERS OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE ANNEXED UNDER THE NAME OF **LANCASTER CROSSING ANNEXATION**.

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

BY: _____ AS: _____

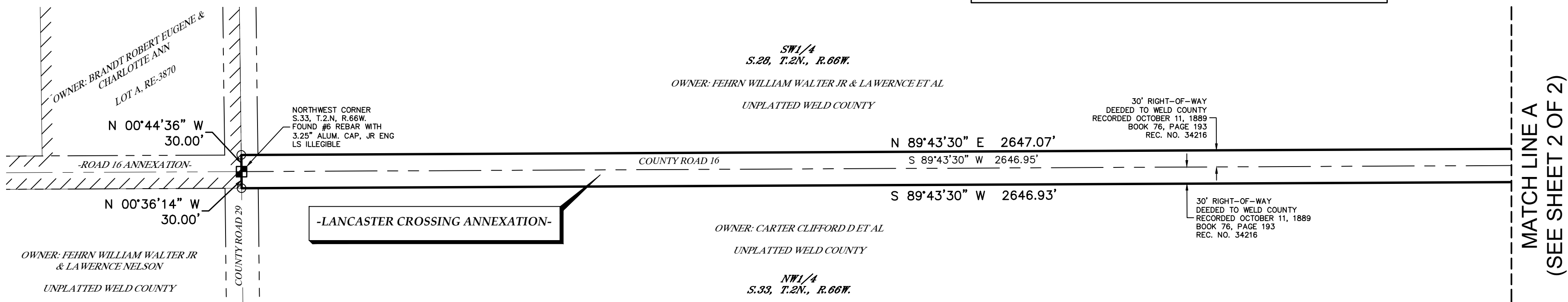
STATE OF COLORADO }
COUNTY OF WELD } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ AS _____ OF _____

THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES: _____.

NOTARY PUBLIC



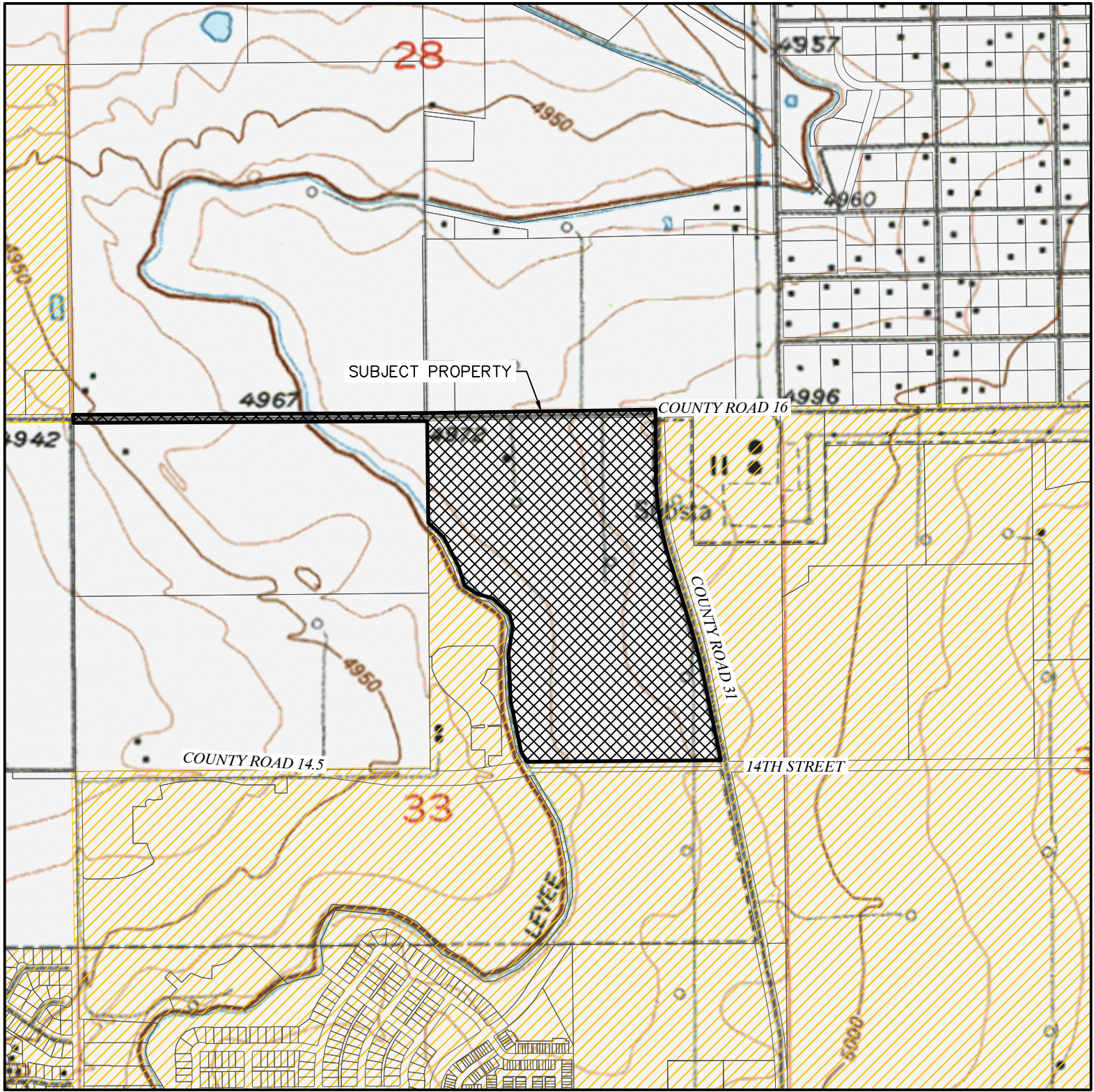
ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	6280.86
TOTAL BOUNDARY PERIMETER (L.F.)	14042.73
1/6 OF PERIMETER (L.F.)	2340.46
ANNEXATION RATIO (1 to X)	2.236
TOTAL LAND AREA (Acres)	97.24



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS		
DESCRIPTION:		DATE:
ADDRESS CITY COMMENTS	BTB	2024-05-17
REVISE ANNEXATION BOUNDARY	BTB	2024-06-26

LANCASTER CROSSING ANNEXATION		
S.33 & S.28, T.2N., R.66W. WELD COUNTY, COLORADO BAESSLER DEVELOPMENT, LLC 33105 COUNTY ROAD 33, GREELEY, COLORADO 80631		
DRAWN BY: LD	SCALE: AS NOTED	DATE: 3/22/2024
CHECKED BY: BB	PROJECT #: 2023457.02	SHEET: 1 OF 2



VICINITY MAP

SCALE - 1"=1000'

VICINITY LEGEND

	GIS PARCEL LINES
	SUBJECT PROPERTY
	CITY OF FORT LUPTON

LEGEND

	SECTION LINE
	QUARTER SECTION LINE
	BOUNDARY LINE
	ADJACENT LOT LINE
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	CURRENT CORPORATE LIMITS OF THE CITY OF FORT LUPTON
	ALIQUOT MONUMENT AS DESCRIBED
	FOUND MONUMENT AS DESCRIBED
	CALCULATED POSITION
	WELL HEAD
	PLUGGED & ABANDONED WELL

PLANNING COMMISSION RECOMMENDATION

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE-DESCRIBED PROPERTY WAS RECOMMENDED TO THE FORT LUPTON CITY COUNCIL VIA RESOLUTION NO. _____.

RECOMMENDED THIS _____ DAY OF _____, 20____.

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE-DESCRIBED PROPERTY WAS APPROVED BY ORDINANCE NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE _____ DAY OF _____, 20____ AND THAT THE MAYOR AND THE CITY OF FORT LUPTON, AS AUTHORIZED BY ORDINANCE NO. _____ ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

APPROVED THIS _____ DAY OF _____, 20____.

ATTEST: CITY CLERK

MAYOR

SEAL

TITLE COMMITMENT NOTE

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LAT40, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OR RECORDS, LAT40, INC. RELIED UPON ALTA COMMITMENT NUMBER ETAS00657, HAVING AN EFFECTIVE DATE OF DECEMBER 4, 2023, AS ISSUED BY ELDORADO TITLE ALLIANCE, LLC, TO DELINEATE THE AFORESAID INFORMATION.

PROJECT CONTACTS

LAND OWNER:
THERMO FARMS
1540 MAIN ST. #218/303
WINDSOR, CO 80550

APPLICANT/OWNER'S REPRESENTATIVE:
BAESSLER DEVELOPMENT LLC
33105 COUNTY ROAD 33
GREELEY, COLORADO 80631
ATTN: MELISSA WHEELER

SURVEYOR:
LAT40°, PROFESSIONAL LAND SURVEYORS
6250 WEST 10TH STREET, UNIT 2
GREELEY, COLORADO 80634
ATTN: BRIAN BRINKMAN

SURVEYOR'S NOTES

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

2. BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, T.2N., R.66W., AS BEARING NORTH 89°09'47" EAST AS MONUMENTED BY A #6 REBAR WITH A 3.25" ILLEGIBLE ALUMINUM CAP AT THE WEST END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 13482 AT THE EAST END, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT".

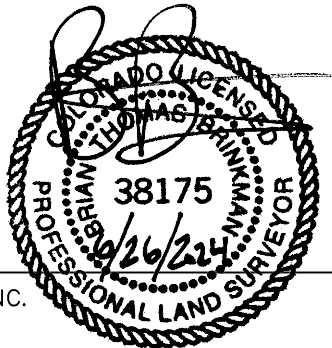
3. THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY BY LAT40°, INC. IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE EXISTING CITY OF FORT LUPTON MUNICIPAL LIMITS.

4. THE AREA OF ANNEXATION IS WITHIN THE FOLLOWING SPECIAL DISTRICTS:

FORT LUPTON FIRE PROTECTION DISTRICT
FORT LUPTON RE-8 SCHOOL DISTRICT
CENTRAL COLORADO WATER DISTRICT
CENTRAL COLORADO WATER SUBDISTRICT
NORTHERN COLORADO WATER
HIGH PLAINS LIBRARY DISTRICT
AIMS JUNIOR COLLEGE DISTRICT
PLATTE VALLEY CONSERVATION DISTRICT

SURVEYOR'S STATEMENT

I CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



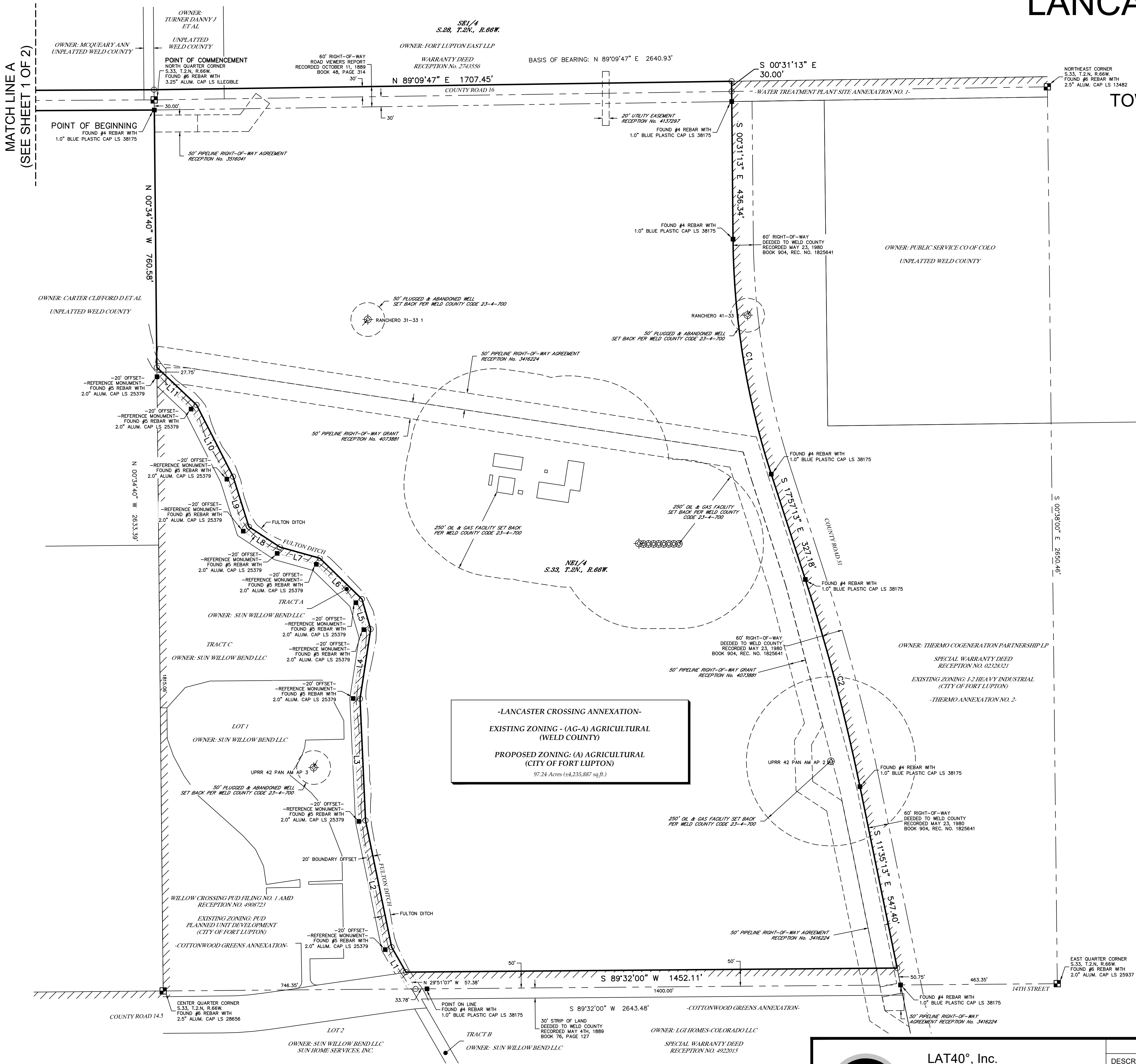
SHEET 1 OF 2

BRIAN T. BRINKMAN—ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175

SHEET SIZE: 24X36

LANCASTER CROSSING ANNEXATION

TO THE CITY OF FORT LUPTON, COLORADO
A PORTION OF THE N1/2 OF SECTION 33 AND
A PORTION OF THE S1/2 OF SECTION 28,
TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO



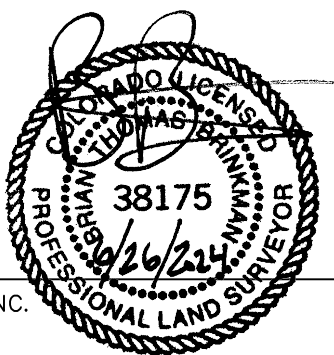
LEGEND

- SECTION LINE
- QUARTER SECTION LINE
- BOUNDARY LINE
- ADJACENT LOT LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- CURRENT CORPORATE LIMITS OF THE CITY OF FORT LUPTON
- ALQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- CALCULATED POSITION
- WELL HEAD
- PLUGGED & ABANDONED WELL

CURVE		CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	
C1	706.46'	2321.83'	17°26'00"	S 09°14'13" E	703.74'	
C2	633.33'	5699.58'	6°22'00"	S 14°46'13" E	633.01'	

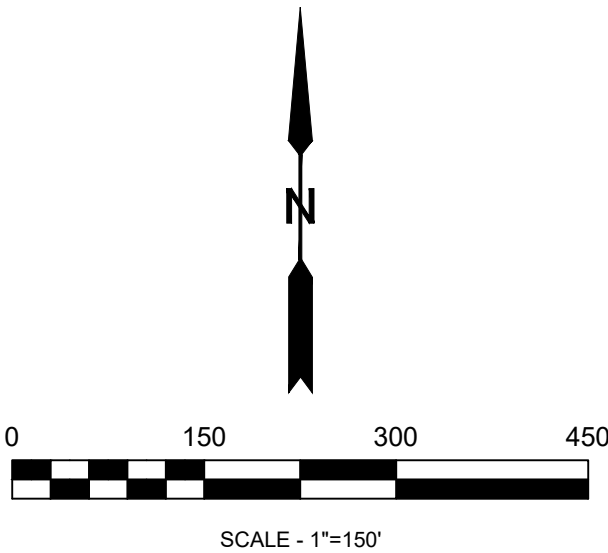
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 29°51'03" W	84.85'
L2	N 11°38'56" W	382.04'
L3	N 02°36'51" W	360.14'
L4	N 08°45'29" E	208.08'
L5	N 16°21'09" W	92.77'
L6	N 45°52'37" W	173.40'
L7	N 74°25'26" W	122.24'
L8	N 56°44'42" W	109.68'
L9	N 17°32'34" W	155.42'
L10	N 27°00'54" W	237.74'
L11	N 46°35'53" W	161.51'

ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	6280.86
TOTAL BOUNDARY PERIMETER (L.F.)	14042.73
1/6 OF PERIMETER (L.F.)	2340.46
ANNEXATION RATIO (1 to X)	2.236
TOTAL LAND AREA (Acres)	97.24



SHEET 2 OF 2

BRIAN T. BRINKMAN—ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175



SHEET SIZE: 24X36



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS		
DESCRIPTION:		DATE:
ADDRESS CITY COMMENTS	BTB	2024-05-17
REVISE ANNEXATION BOUNDARY	BTB	2024-06-26

LANCASTER CROSSING ANNEXATION
S.33 & S.28, T.2N., R.66W.
WELD COUNTY, COLORADO
BAESSLER DEVELOPMENT, LLC
33105 COUNTY ROAD 33, GREELEY, COLORADO 80631

DRAWN BY: LD	SCALE: AS NOTED	DATE: 3/22/2024
CHECKED BY: BB	PROJECT #: 2023457.02	SHEET: 2 OF 2

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 an **Annexation** referred to as the **Lancaster Crossing Annexation** located north and adjacent to 14th St. and west and adjacent to **WCR 31** in Weld County, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, **August 22, 2024**, at 6:00 P.M., and before the City Council on Tuesday, **September 3, 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

NORTHEAST QUARTER (NE 1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO.

Legal Notice No. FLP1081

First Publication: August 17, 2024

Last Publication: August 29, 2024

Publisher: Fort Lupton Press



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on **the 7 day of August, 2024**, a true and correct copy of the foregoing Notice of Public Hearings for the **Lancaster Crossing Annexation** was sent via United States Mail, postage pre-paid, to the following addresses:

TEDFORD RYAN 14013 COUNTY ROAD 16 FORT LUPTON, CO 80621	TURNER JANIE B 14503 COUNTY ROAD 16 FORT LUPTON, CO 80621	FORT LUPTON EAST LLP 8791 CIRCLE DR WESTMINSTER, CO 80621
MCQUEARY ANN 14519 COUNTY ROAD 16 FORT LUPTON, CO 806219202	CARTER CLIFFORD D 1621 14 TH ST FORT LUPTON, CO 806218718	DOCKTER JAMES A SR TRUST 6156 37 TH ST LUBBOCK, TX 794073634
PUBLIC SERVICE CO OF COLO TAX SERVICE DEPARTMENT PO BOX 1979 DENVER CO, 802011979	THERMO COGENERATION PARTNERSHIP LP C/O NANCY FAIR PO BOX 188 FORT LUPTON, CO 806210188	RENNOC CORPORATION 5303 S BELLVIEW RD ROGERS, AR 727588816
LGI HOMES – COLORADO LLC 1450 LAKE ROBBINS THE WOODLANDS, TX 773803294		



City Official



Planning & Building

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

Phone: 720.954.7105
Fax: 303.857.0351

CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a special use permit referred to as the **Lancaster Crossing Annexation** located **north and adjacent to 14th St.** and **west and adjacent to WCR 31** 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, **August 22, 2024** at 6:00 P.M., and before the City Council on Tuesday, **September 3, 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 City Hall is closed at the time of the hearings, the public hearings will be held remotely, accessible to the public by phone and internet. Information on how to attend the hearings will be provided in the agenda as posted on the City's website, www.fortluptonco.gov.

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

ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT BIT.LY/FLDEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: **LANCASTER CROSSING ANNEXATION & CONCEPT PLAN**

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

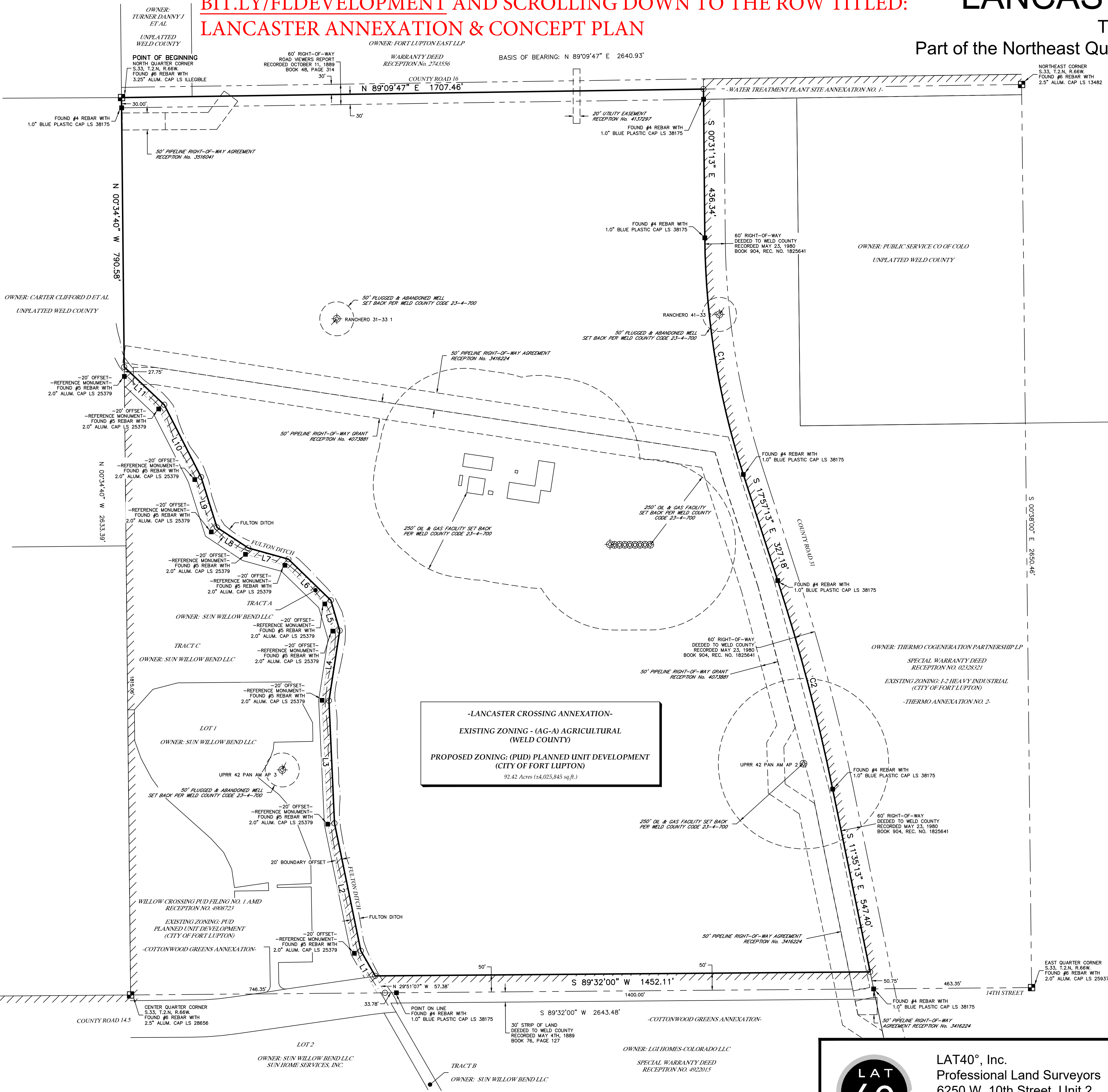
NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO.

ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT
[BIT.LY/FLDEVELOPMENT](https://bit.ly/fldevelopment) AND SCROLLING DOWN TO THE ROW TITLED:
LANCASTER ANNEXATION & CONCEPT PLAN

LANCASTER CROSSING ANNEXATION

TO THE CITY OF FORT LUPTON, COLORADO

Part of the Northeast Quarter of Section 33, Township 2 North, Range 66 West of the 6th P.M.,
County of Weld, State of Colorado



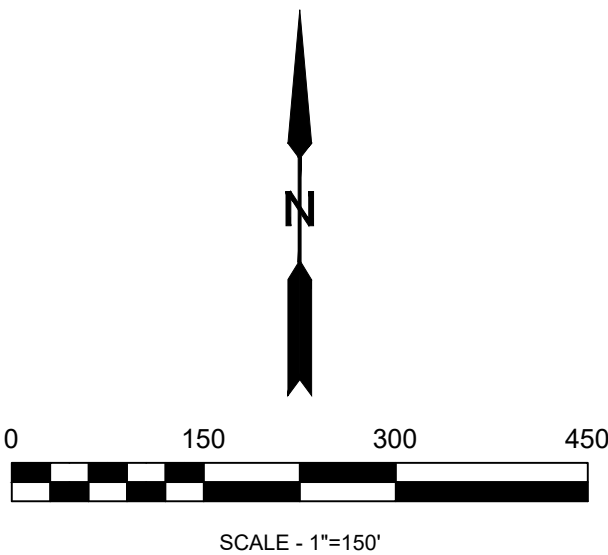
LEGEND

- SECTION LINE
- QUARTER SECTION LINE
- BOUNDARY LINE
- ADJACENT LOT LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- CURRENT CORPORATE LIMITS OF THE CITY OF FORT LUPTON
- ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- CALCULATED POSITION
- WELL HEAD
- PLUGGED & ABANDONED WELL

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	706.46	2321.83	17°26'00"	S 09°14'13" E	703.74
C2	633.33	5699.58	6°22'00"	S 14°46'13" E	633.01

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 29°51'07" W	84.85
L2	N 11°38'56" W	382.04
L3	N 02°36'51" W	360.14
L4	N 08°45'29" E	208.08
L5	N 16°21'09" W	92.77
L6	N 45°52'37" W	173.40
L7	N 74°25'26" W	122.24
L8	N 56°44'42" W	109.68
L9	N 17°32'34" W	155.42
L10	N 27°00'54" W	237.74
L11	N 46°35'33" W	161.51

ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	6190.69
TOTAL BOUNDARY PERIMETER (L.F.)	8688.73
1/6 OF PERIMETER (L.F.)	1448.12
ANNEXATION RATIO (L to X)	1.40
TOTAL LAND AREA (Acres)	92.42



SHEET 2 OF 2

BRIAN T. BRINKMAN—ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175

SHEET SIZE: 24X36



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:

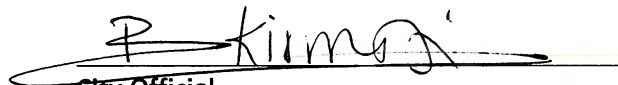
LANCASTER CROSSING ANNEXATION		
S.33, T.2N., R.66W WELD COUNTY, COLORADO BAESSLER DEVELOPMENT, LLC 33105 COUNTY ROAD 33, GREELEY, COLORADO 80631		
DRAWN BY: LD	SCALE: AS NOTED	DATE: 3/22/2024
CHECKED BY: BB	PROJECT #: 2023457.02	SHEET: 2 OF 2



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on **the 9th day of August, 2024**, a true and correct copy of the foregoing Notice of Public Hearings, Annexation Map and Annexation Petition for the **Lancaster Crossing Annexation** was sent via United States Mail, postage pre-paid with return receipt requested to the following addresses:

Aims Community College PO Box 69 Greeley, CO 80632	Central Colorado Water Conservancy District 3209 West 28 th Street Greeley, CO 80634	Fort Lupton Fire Protection District 1121 Denver Avenue Fort Lupton, CO 80621
High Plains Library District 2650 W. 29 th Street Greeley, CO 80631	Northern Colorado Water Conservancy District 220 Water Avenue Berthoud, CO 80513-9245	Platte Valley Conservation District 57 W Bromley Lane Brighton, CO 80601
Weld County 1150 O Street Fort Lupton, CO 80621	Weld County RE-8 School District 301 Reynolds Street Fort Lupton, CO 80621	


City Official

7019 2970 0001 1463 5977

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Aims Community College
Street and Apt. No., or PO Box No.
PO Box 69
City, State, ZIP+4[®]
Greeley, CO 80632

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 2970 0001 1463 5946

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Central Ward County Water District
Street and Apt. No., or PO Box No.
7235 2nd Ave
City, State, ZIP+4[®]
Greeley, CO 80631

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0000 0719 6097

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Fort Lupton Fire Protection District
Street and Apt. No., or PO Box No.
1121 Denver Avenue
City, State, ZIP+4[®]
Fort Lupton, CO 80621

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 2970 0001 1463 5953

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
High Plains Library District
Street and Apt. No., or PO Box No.
7650 W 29th St
City, State, ZIP+4[®]
Greeley, CO 80631

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0000 0719 6066

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Northern Colorado Water Conser. District
Street and Apt. No., or PO Box No.
220 Water Ave
City, State, ZIP+4[®]
Boulder, CO 80523

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0000 0719 6059

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

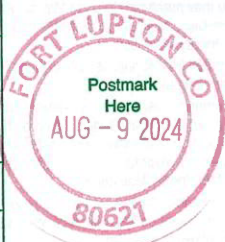
OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Platte Valley Conservation District
Street and Apt. No., or PO Box No.
57 W Bromley Lane
City, State, ZIP+4[®]
Brighton, CO 80601

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 2970 0001 1463 5939

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ <u>4.85</u>	
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy) \$ <u>4.10</u>	
☐ Return Receipt (electronic) \$ _____	
☐ Certified Mail Restricted Delivery \$ _____	
☐ Adult Signature Required \$ _____	
☐ Adult Signature Restricted Delivery \$ _____	
Postage \$ <u>.69</u>	
Total Postage and Fees \$ <u>9.64</u>	
Sent To <u>Weld County</u>	
Street and Apt. No., or PO Box No. <u>1000 St</u>	
City, State, ZIP+4® <u>Fort Lupton CO 80621</u>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7020 1290 0000 0719 6110

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ <u>4.85</u>	
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy) \$ <u>4.10</u>	
☐ Return Receipt (electronic) \$ _____	
☐ Certified Mail Restricted Delivery \$ _____	
☐ Adult Signature Required \$ _____	
☐ Adult Signature Restricted Delivery \$ _____	
Postage \$ <u>.69</u>	
Total Postage and Fees \$ <u>9.64</u>	
Sent To <u>Weld County RE-8 School District</u>	
Street and Apt. No., or PO Box No. <u>301 Reynolds Street</u>	
City, State, ZIP+4® <u>Fort Lupton CO 80621</u>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



Planning & Building

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

Phone: 720.928.4003
Fax: 303.857.0351

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 **Lancaster Crossing Annexation** located **north and adjacent to 14th St.** and **west and adjacent to WCR 31** 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, **August 22, 2024** at 6:00 P.M., and before the City Council on Tuesday, **September 3, 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 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: **LANCASTER CROSSING ANNEXATION & CONCEPT PLAN**

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO.

LANCASTER CROSSING ANNEXATION

TO THE CITY OF FORT LUPTON, COLORADO

Part of the Northeast Quarter of Section 33, Township 2 North, Range 66 West of the 6th P.M.,
County of Weld, State of Colorado

PROPERTY DESCRIPTION:

AN AREA OF LAND BEING A PORTION OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION THIRTY-THREE (33) AS MONUMENTED BY A #6 REBAR WITH AN ILLEGIBLE 3.25" ALUMINUM CAP AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 33 AS MONUMENTED AT THE EAST END BY A #6 REBAR WITH A 2.5" ALUMINUM CAP LS 13482 AS BEARING NORTH 89°09'47" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE U. S. SURVEY FOOT.

THENCE NORTH 89°09'47" EAST ALONG THE NORTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1707.46 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 31 AS DESCRIBED IN DEED RECORDED MAY 23, 1980 IN BOOK 804, REC. NO. 1825641;

THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST RIGHT-OF-WAY OF SAID COUNTY ROAD 31 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

THENCE SOUTH 00°31'13" EAST A DISTANCE OF 436.34 FEET TO A POINT OF CURVATURE (PC);
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 706.46 FEET, SAID CURVE HAS A RADIUS OF 2321.83 FEET, A DELTA ANGLE OF 17°26'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 09°14'13" EAST A DISTANCE OF 703.74 FEET;
THENCE SOUTH 17°57'13" EAST A DISTANCE OF 327.18 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST A DISTANCE OF 633.33 FEET, SAID CURVE HAS A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 06°22'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 14°48'13" EAST A DISTANCE OF 633.01 FEET;
THENCE SOUTH 11°35'13" EAST A DISTANCE OF 547.40 FEET;
THENCE SOUTH 89°32'00" WEST ALONG A LINE FIFTY (50) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1452.11 FEET TO THE CENTERLINE OF THE FULTON DITCH;

THENCE NORTHERLY ALONG THE CENTERLINE OF SAID FULTON DITCH THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

THENCE NORTH 29°51'07" WEST A DISTANCE OF 84.85 FEET;
THENCE NORTH 11°38'56" WEST A DISTANCE OF 382.04 FEET;
THENCE NORTH 02°36'51" WEST A DISTANCE OF 360.14 FEET;
THENCE NORTH 08°45'29" EAST A DISTANCE OF 208.08 FEET;
THENCE NORTH 18°21'09" WEST A DISTANCE OF 92.77 FEET;
THENCE NORTH 45°52'37" WEST A DISTANCE OF 173.40 FEET;
THENCE NORTH 74°25'26" WEST A DISTANCE OF 122.24 FEET;
THENCE NORTH 56°44'42" WEST A DISTANCE OF 109.68 FEET;
THENCE NORTH 17°32'34" WEST A DISTANCE OF 155.42 FEET;
THENCE NORTH 27°00'54" WEST A DISTANCE OF 237.74 FEET;
THENCE NORTH 46°35'33" WEST A DISTANCE OF 161.51 FEET TO THE WEST LINE OF THE NE1/4 OF SAID SECTION 33;
THENCE NORTH 00°34'40" WEST ALONG SAID WEST LINE A DISTANCE OF 790.58 FEET TO THE **POINT OF BEGINNING**;

SAID AREA OF LAND CONTAINS 92.42 ACRES (±4,025,845 SQ.FT.), MORE OR LESS (+/-), AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED AREA OF LAND.

OWNER'S APPROVAL

KNOW ALL MEN BY THESE PRESENTS, THAT **THERMO FARMS, GENERAL PARTNERSHIP, L.L.P.**, BEING THE SOLE OWNERS OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE ANNEXED UNDER THE NAME OF **LANCASTER CROSSING ANNEXATION**.

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

BY: _____ AS: _____

STATE OF COLORADO }
COUNTY OF WELD } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ AS _____ OF _____

THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES: _____.

NOTARY PUBLIC

TITLE COMMITMENT NOTE

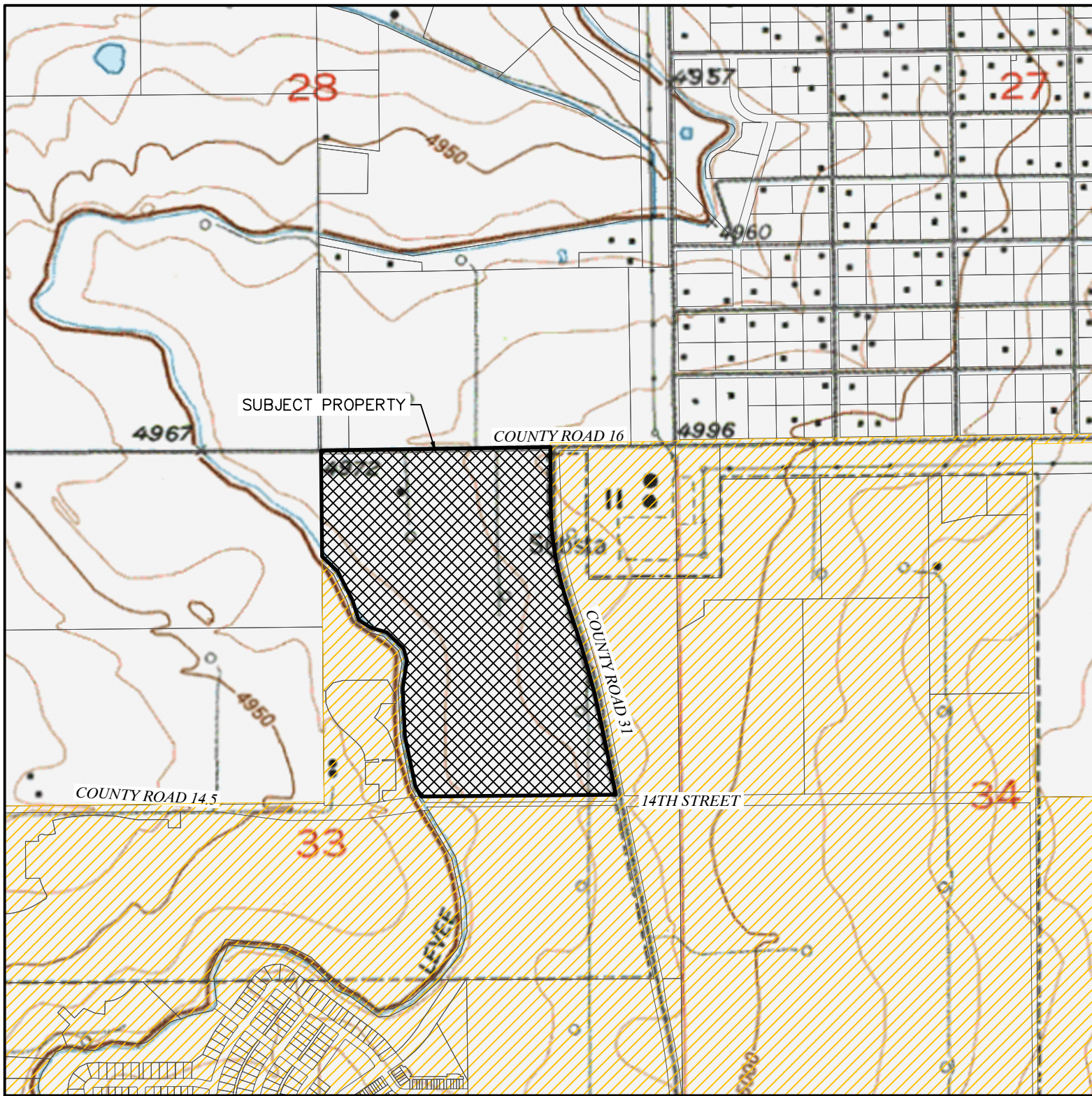
THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LAT40, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OR RECORDS, LAT40, INC. RELIED UPON ALTA COMMITMENT NUMBER ETA300657, HAVING AN EFFECTIVE DATE OF DECEMBER 4, 2023, AS ISSUED BY ELDORADO TITLE ALLIANCE, LLC, TO DELINEATE THE AFORESAID INFORMATION.

PROJECT CONTACTS

LAND OWNER:
THERMO FARMS
1540 MAIN ST. #218/303
WINDSOR, CO 80550

APPLICANT/OWNER'S REPRESENTATIVE:
BAESSLER DEVELOPMENT LLC
33105 COUNTY ROAD 33
GREELEY, COLORADO 80631
ATTN: MITCH NELSON

SURVEYOR:
LAT40°, PROFESSIONAL LAND SURVEYORS
6250 WEST 10TH STREET, UNIT 2
GREELEY, COLORADO 80634
ATTN: BRIAN BRINKMAN



VICINITY MAP
SCALE - 1"=1000'

VICINITY LEGEND

_____	GIS PARCEL LINES
▨	SUBJECT PROPERTY
▨	CITY OF FORT LUPTON

ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	6190.69
TOTAL BOUNDARY PERIMETER (L.F.)	8688.73
1/6 OF PERIMETER (L.F.)	1448.12
ANNEXATION RATIO (L to X)	1.40
TOTAL LAND AREA (Acres)	92.42

PLANNING COMMISSION RECOMMENDATION

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE-DESCRIBED PROPERTY WAS RECOMMENDED TO THE FORT LUPTON CITY COUNCIL VIA RESOLUTION NO. _____.

RECOMMENDED THIS _____ DAY OF _____, 20____.

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE-DESCRIBED PROPERTY WAS APPROVED BY ORDINANCE NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE _____ DAY OF _____, 20____ AND THAT THE MAYOR AND THE CITY OF FORT LUPTON, AS AUTHORIZED BY ORDINANCE NO. _____ ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

APPROVED THIS _____ DAY OF _____, 20____.

ATTEST: CITY CLERK _____

MAYOR

SEAL

SURVEYOR'S NOTES

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

2. BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, T.2N., R.66W., AS BEARING NORTH 89°09'47" EAST AS MONUMENTED BY A #6 REBAR WITH A 3.25" ILLEGIBLE ALUMINUM CAP AT THE WEST END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 13482 AT THE EAST END, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT".

3. THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY BY LAT40°, INC. IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE EXISTING CITY OF FORT LUPTON MUNICIPAL LIMITS.

4. THE AREA OF ANNEXATION IS WITHIN THE FOLLOWING SPECIAL DISTRICTS:

FORT LUPTON FIRE PROTECTION DISTRICT
FORT LUPTON RE-B SCHOOL DISTRICT
CENTRAL COLORADO WATER DISTRICT
CENTRAL COLORADO WATER SUBDISTRICT
NORTHERN COLORADO WATER
HIGH PLAINS LIBRARY DISTRICT
AIMS JUNIOR COLLEGE DISTRICT
PLATTE VALLEY CONSERVATION DISTRICT

SURVEYOR'S STATEMENT

I CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



SHEET 1 OF 2

BRIAN T. BRINKMAN—ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175

SHEET SIZE: 24X36



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:

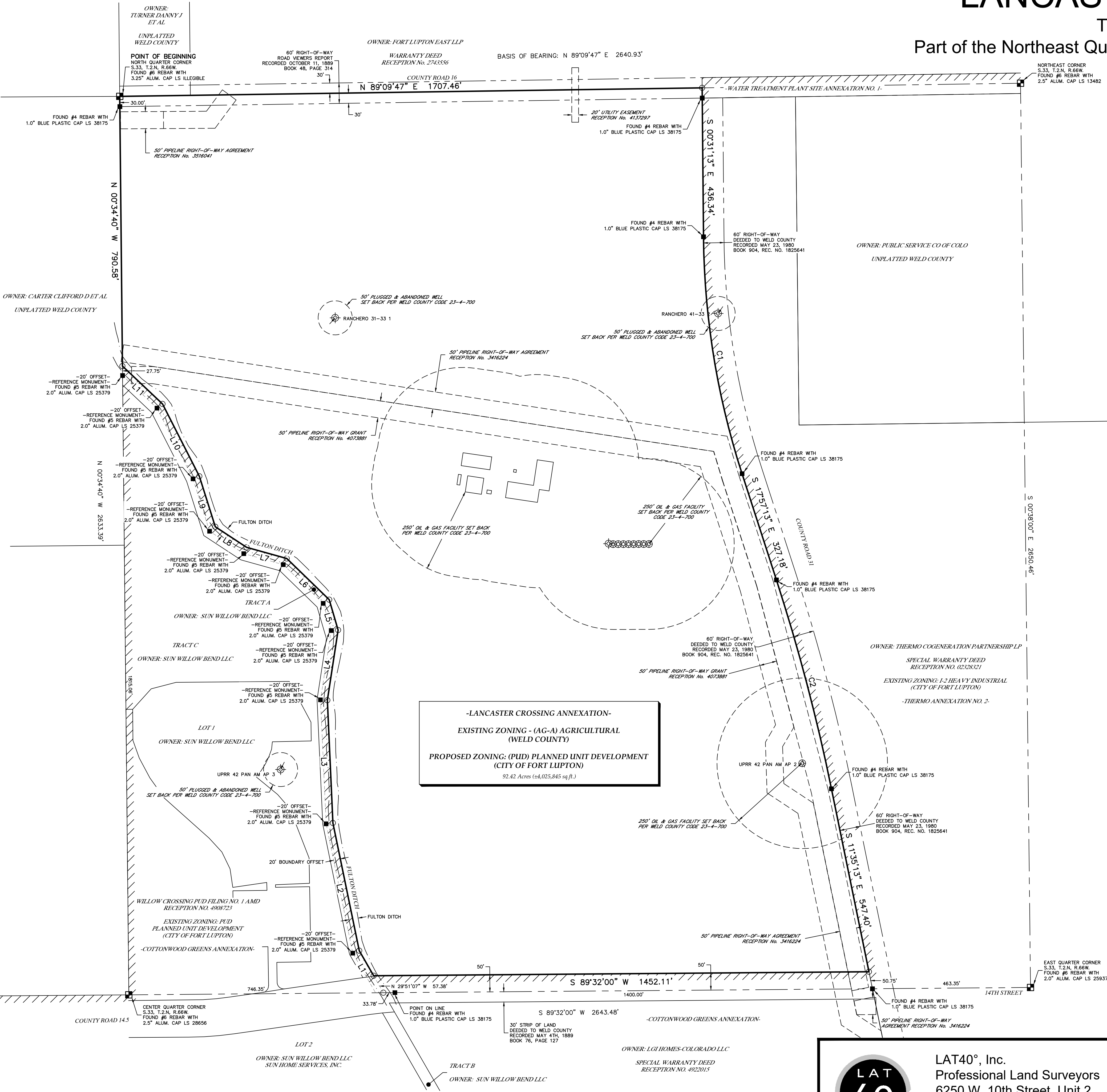
LANCASTER CROSSING ANNEXATION
S.33, T.2N., R.66W.
WELD COUNTY, COLORADO
BAESSLER DEVELOPMENT, LLC
33105 COUNTY ROAD 33, GREELEY, COLORADO 80631

DRAWN BY: LD	SCALE: AS NOTED	DATE: 3/22/2024
CHECKED BY: BB	PROJECT #: 2023457.02	SHEET: 1 OF 2

LANCASTER CROSSING ANNEXATION

TO THE CITY OF FORT LUPTON, COLORADO

Part of the Northeast Quarter of Section 33, Township 2 North, Range 66 West of the 6th P.M.,
County of Weld, State of Colorado



LEGEND

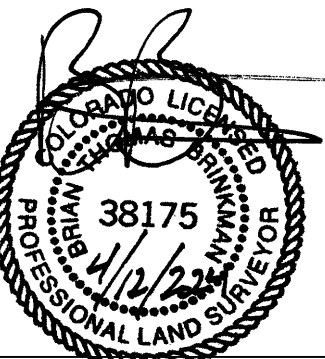
- SECTION LINE
- QUARTER SECTION LINE
- BOUNDARY LINE
- ADJACENT LOT LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- CURRENT CORPORATE LIMITS OF THE CITY OF FORT LUPTON

- ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- CALCULATED POSITION
- WELL HEAD
- PLUGGED & ABANDONED WELL

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	706.46	2321.83	17°26'00"	S 09°14'13" E	703.74
C2	633.33	5699.58	6°22'00"	S 14°46'13" E	633.01

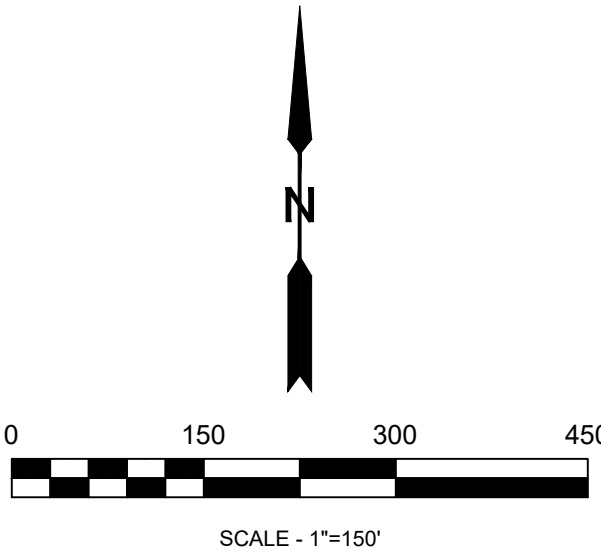
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 29°51'07" W	84.85
L2	N 11°38'56" W	382.04
L3	N 02°36'51" W	360.14
L4	N 08°45'29" E	208.08
L5	N 16°21'09" W	92.77
L6	N 45°52'37" W	173.40
L7	N 74°25'26" W	122.24
L8	N 56°44'42" W	109.68
L9	N 17°32'34" W	155.42
L10	N 27°00'54" W	237.74
L11	N 46°35'33" W	161.51

ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	6190.69
TOTAL BOUNDARY PERIMETER (L.F.)	8688.73
1/6 OF PERIMETER (L.F.)	1448.12
ANNEXATION RATIO (L to X)	1.40
TOTAL LAND AREA (Acres)	92.42



SHEET 2 OF 2

BRIAN T. BRINKMAN—ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175



SHEET SIZE: 24X36



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:

LANCASTER CROSSING ANNEXATION		
S.33, T.2N., R.66W WELD COUNTY, COLORADO BAESSLER DEVELOPMENT, LLC 33105 COUNTY ROAD 33, GREELEY, COLORADO 80631		
DRAWN BY: LD	SCALE: AS NOTED	DATE: 3/22/2024
CHECKED BY: BB	PROJECT #: 2023457.02	SHEET: 2 OF 2

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

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

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

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Fort Lupton.
 - b. A community of interest exists between the area proposed to be annexed and the City of Fort Lupton.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Fort Lupton.
 - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way
 - ii. Comprises twenty acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - f. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality.
 - g. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - h. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - i. The territory to be annexed is 92.42 acres, more or less, in total area.
 - j. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally

describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.

- k. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - l. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
4. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.
5. The zoning classification requested for the area proposed to be annexed is R-3, as shown on the annexation map attached hereto and incorporated herein.
6. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
7. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion **at such time that municipal water is necessary to serve current or future development on the property**. At such time, the Owner shall complete a water study at the Owner's expense as requested by the City or applicable water provider(s). Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right

which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

8. The non-refundable annexation application fee of \$5,448.77 is tendered herewith.

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

1	Land Owner Name: Signature: <u>William J. J. Cunningham</u>	Mailing Address (street, city, state, ZIP): Date of signing: <u>4/19/2024</u>
2	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
3	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
4	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP Code): Date of signing:

(Additional sheets may be attached if necessary.)

The foregoing signature(s) was/were subscribed and sworn to before me this 19 day of April, 2024, by

Witness my hand and official seal.

My commission expires on 6/17/2027.

Melissa Wheeler

Notary Public



Exhibit A

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

Land Owned by Land Owner 1:

AN AREA OF LAND BEING A PORTION OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP TWO NORTH (T.2N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION THIRTY-THREE (33) AS MONUMENTED BY A #6 REBAR WITH AN ILLEGIBLE 3.25" ALUMINUM CAP AND ASSUMING THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 33 AS MONUMENTED AT THE EAST END BY A #6 REBAR WITH A 2.5" ALUMINUM CAP LS 13482 AS BEARING NORTH 89°09'47" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2640.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE U. S. SURVEY FOOT.

THENCE NORTH 89°09'47" EAST ALONG THE NORTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1707.46 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 31 AS DESCRIBED IN DEED RECORDED MAY 23, 1980 IN BOOK 904, REC. NO. 1825641;

THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST RIGHT-OF-WAY OF SAID COUNTY ROAD 31 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

THENCE SOUTH 00°31'13" EAST A DISTANCE OF 436.34 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 706.46 FEET, SAID CURVE HAS A RADIUS OF 2321.83 FEET, A DELTA ANGLE OF 17°26'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 09°14'13" EAST A DISTANCE OF 703.74 FEET;

THENCE SOUTH 17°57'13" EAST A DISTANCE OF 327.18 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST A DISTANCE OF 633.33 FEET, SAID CURVE HAS A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 06°22'00", AND IS SUBTENDED BY A CHORD BEARING SOUTH 14°46'13" EAST A DISTANCE OF 633.01 FEET;

THENCE SOUTH 11°35'13" EAST A DISTANCE OF 547.40 FEET;

THENCE SOUTH 89°32'00" WEST ALONG A LINE FIFTY (50) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 33 A DISTANCE OF 1452.11 FEET TO THE CENTERLINE OF THE FULTON DITCH;

THENCE NORTHERLY ALONG THE CENTERLINE OF SAID FULTON DITCH THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

THENCE NORTH 29°51'07" WEST A DISTANCE OF 84.85 FEET;

THENCE NORTH 11°38'56" WEST A DISTANCE OF 382.04 FEET;

THENCE NORTH 02°36'51" WEST A DISTANCE OF 360.14 FEET;

THENCE NORTH 08°45'29" EAST A DISTANCE OF 208.08 FEET;

THENCE NORTH 16°21'09" WEST A DISTANCE OF 92.77 FEET;

THENCE NORTH 45°52'37" WEST A DISTANCE OF 173.40 FEET;

THENCE NORTH 74°25'26" WEST A DISTANCE OF 122.24 FEET;

THENCE NORTH 56°44'42" WEST A DISTANCE OF 109.68 FEET;

THENCE NORTH 17°32'34" WEST A DISTANCE OF 155.42 FEET;

THENCE NORTH 27°00'54" WEST A DISTANCE OF 237.74 FEET;

THENCE NORTH 46°35'33" WEST A DISTANCE OF 161.51 FEET TO THE WEST LINE OF THE NE1/4 OF SAID SECTION 33;

THENCE NORTH 00°34'40" WEST ALONG SAID WEST LINE A DISTANCE OF 790.58 FEET TO THE POINT OF BEGINNING;

SAID AREA OF LAND CONTAINS 92.42 ACRES (±4,025,845 SQ.FT.), MORE OR LESS (+/-), AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED AREA OF LAND

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

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

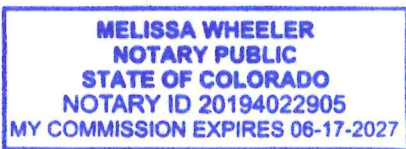

(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 19 day of April, 2024, by Zachery Cesar.

Witness my hand and official seal.

My commission expires on 06/17/2027.


Notary Public



Sign Posting Affidavit
Lancaster Crossing Annexation
ANX24-003



Facing CR 16



Facing CR 31

I, Magaly Morales-Tejada hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 6th day of August, 2024.

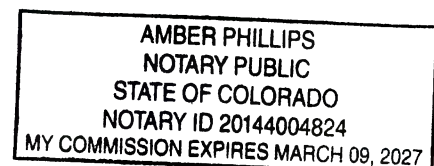
[Signature]

Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by Magaly Morales-Tejada this 11th day of August, 2024. Witness my hand and seal.

My commission expires March 9, 2027.

[Signature]
Notary Public





SUBJECT FOR DISCUSSION

Adopting an Ordinance Accepting an Annexation Known as the Silver Lining Annexation and Approving the Annexation Agreement

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Silver Lining Investments (the “Applicants”) has submitted a request for annexation of land totaling 49.09 acres more or less, known as the Silver Lining Annexation. The parcels approximately located north and adjacent to County Road 24 and approximately .25 miles west of County Road 23 (Parcel No. 131102400001). The proposed initial zoning is to the ‘A’ Agricultural Zone District for the southern portion and ‘R-1’ Single-Family Residential for the northern portion of the property. The proposed zoning is being presented to City Council for approval under a separate Action Memorandum and Ordinance following the hearing on this Annexation.

The proposed use of the property is for a 4-lot rural residential subdivision. This proposed use is being reviewed administratively under a minor subdivision concurrently with this annexation.

FINANCIAL CONSIDERATIONS

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

LEGAL/POLITICAL CONSIDERATIONS

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

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

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

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

STAFF RECOMMENDATIONS

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

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Attachments:

- a. Proposed Ordinance
- b. Planning Commission Resolution
- c. Planning Commission Minutes
- d. Staff Report
- e. Project Narrative
- f. Annexation Map
- g. Annexation Agreement & Petition
- h. City Council Resolution 2024R037 Accepting Annexation Petition
- i. Annexation Impact Report
- j. Legal Notifications

ORDINANCE NO. 2024-xxxx

INTRODUCED BY:

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

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

WHEREAS, a petition for annexation of the subject property, legally described in Exhibit “A”, was filed with the City on July 14, 2024. The owners of 100% of the territory, with the exception of any road rights-of-ways, if applicable, is Silver Lining Investment Group LP, and this territory is not solely a public street or rights-of-ways. The City Council accepted said petition and has found and determined that an election was not required for this annexation under state statute or municipal ordinance or code section and that no additional terms and conditions are to be imposed upon the annexation, other than those expressed in the annexation agreement. The Planning Commission of the City of Fort Lupton, after public hearing on August 22, 2024, has recommended approval of the annexation known as the Silver Lining Annexation. After a public hearing on July 16, 2024, Council found that the area to be annexed is eligible for annexation pursuant to Section 31-12-104 C.R.S. as to contiguity; and, the area is not affected by any of the limitations that would prevent annexation set forth in Section 31-12-105 C.R.S.

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

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

- I. Prior to recording the annexation map:
 - A. Any redline comments provided by City Staff shall be made to the annexation map.
 - B. Applicant shall provide proof that inclusion of the property into the Fort Lupton Fire Protection District has been initiated.
 - C. Applicant shall address United Power’s comments.
 - D. Applicant shall address Xcel Energy’s comments.
 - E. Applicant shall address Central Weld County Water District’s comments.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 3rd day of September 2024.

PUBLISHED in the Fort Lupton Press the 12th day of September 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 1st day of October 2024.

PUBLISHED BY TITLE ONLY the 10th day of October 2024.

EFFECTIVE (after publication) the 9th day of November 2024.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

**EXHIBIT A
LEGAL DESCRIPTION**

Annexation No. 1

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO.

1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

BEGINNING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 – 1995;

THENCE SOUTH 0°23'05" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, A DISTANCE OF

30.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE SOUTH 0°23'05" EAST A DISTANCE OF 2010.53 FEET;

THENCE DEPARTING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, SOUTH 89°48'15" WEST A DISTANCE OF 610.00 FEET;

THENCE SOUTH 0°23'05" EAST A DISTANCE OF 553.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 24;

THENCE ALONG SAID NORTH LINE, SOUTH 89°48'15" WEST A DISTANCE OF 686.13 FEET TO A POINT ON THE WESTERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2;

THENCE ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 2, NORTH 0°45'15" WEST A DISTANCE OF 1252.40 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°34'00" EAST, A DISTANCE OF 675.00 FEET;

THENCE NORTH 0°45'15" WEST A DISTANCE OF 409.79 FEET; THENCE NORTH 89°34'00" EAST A DISTANCE OF 556.85 FEET; THENCE NORTH 0°23'05" WEST A DISTANCE OF 601.00 FEET; THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET;

THENCE NORTH 89°34'00" EAST A DISTANCE OF 184.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.561 ACRES.

Annexation No. 2

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

COMMENCING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 – 1995;

THENCE SOUTH 80°15'07" WEST, A DISTANCE OF 185.35 FEET TO THE POINT OF

BEGINNING OF THE PARCEL; THENCE SOUTH 89°34'00" WEST A DISTANCE OF

453.37 FEET;

THENCE SOUTH 0°45'15" EAST A

DISTANCE OF 896.01 FEET; THENCE

NORTH 89°34'00" EAST A DISTANCE OF

556.85 FEET; THENCE NORTH 0°23'05"

WEST A DISTANCE OF 601.00 FEET;

THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.144 ACRES.

RESOLUTION NO. P2024-014

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

WHEREAS, the Planning Commission held a public hearing on August 22, 2024, for the purpose of reviewing an application submitted by Silver Lining Investment Group for an annexation, known as the Silver Lining Annexation and Initial Zoning to the 'A' Agriculture Zone District and R-1 ; and

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

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

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

- I. Prior to recording the annexation map:
 - A. Any redline comments provided by City Staff shall be made to the annexation map.
 - B. Applicant shall provide proof that inclusion of the property into the Fort Lupton Fire Protection District has been initiated.
 - C. Applicant shall address United Power's comments.
 - D. Applicant shall address Xcel Energy's comments.

DONE THIS 22nd DAY OF AUGUST, 2024, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.


Chairman

ATTEST:


Planning Director

EXHIBIT A
PROPERTY DESCRIPTION

Annexation No. 1

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO.

1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

BEGINNING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 – 1995;

THENCE SOUTH 0°23'05" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, A DISTANCE OF

30.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE SOUTH 0°23'05" EAST A DISTANCE OF 2010.53 FEET;

THENCE DEPARTING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, SOUTH 89°48'15" WEST A DISTANCE OF 610.00 FEET;

THENCE SOUTH 0°23'05" EAST A DISTANCE OF 553.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 24;

THENCE ALONG SAID NORTH LINE, SOUTH 89°48'15" WEST A DISTANCE OF 686.13 FEET TO A POINT ON THE WESTERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2;

THENCE ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 2, NORTH 0°45'15" WEST A DISTANCE OF 1252.40 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°34'00" EAST, A DISTANCE OF 675.00 FEET;

THENCE NORTH 0°45'15" WEST A DISTANCE OF 409.79 FEET; THENCE NORTH 89°34'00" EAST A DISTANCE OF 556.85 FEET; THENCE NORTH 0°23'05" WEST A DISTANCE OF 601.00 FEET; THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET;

THENCE NORTH 89°34'00" EAST A DISTANCE OF 184.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.561 ACRES.

Annexation No. 2

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

COMMENCING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 – 1995;

THENCE SOUTH 80°15'07" WEST, A DISTANCE OF 185.35 FEET TO THE POINT OF

BEGINNING OF THE PARCEL; THENCE SOUTH 89°34'00" WEST A DISTANCE OF 453.37

FEET;

THENCE SOUTH 0°45'15" EAST A

DISTANCE OF 896.01 FEET; THENCE

NORTH 89°34'00" EAST A DISTANCE OF

556.85 FEET; THENCE NORTH 0°23'05"

WEST A DISTANCE OF 601.00 FEET;

THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.144 ACRES.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 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, August 22, 2024.

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

ROLL CALL

Commissioners Present: Chair Mike Simone, Vice-Chair Bushrod White, Commissioners Kathy Kvasnicka, and Shannon Rhoda.

City Staff Present: Planning Director Todd Hodges, Planners Zachary Mettler, Magaly Morales-Tejada, Sean McDermott, and City Engineer David Rausch.

APPROVAL OF AGENDA

Vice-Chair White moved to approve the agenda, Commissioner Kvasnicka seconded.

CONSENT AGENDA

Vice-Chair White moved to approve the consent agenda, Commissioner Kvasnicka seconded.

PUBLIC COMMENT

There were no public comments.

ACTION ITEM

P2024-013 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON APPROVING THE 84 LUMBER SITE PLAN

Planner Zachary Mettler presented this item. He stated that the proposed project is for a parcel approximately 8.62 acres in size and located east and adjacent to S. Denver Ave and approximately 430' north of County Road 8. The property is currently zoned 'I-1' light industrial and there is currently a vacant 15,650 square foot warehouse on the site. The application proposes a 45,000 square foot lumber truss manufacturing warehouse along with a 6,250 square foot storage structure. Site improvements include additional landscaping, signage and maintenance of the existing chain-link fence, the applicant has worked well with staff on maintenance of current site conditions. The application was reviewed under the site plan process outlined in section 2.06 of the Municipal Code and conforms with applicable city codes and the comprehensive plan.

All notification requirements have been met and staff recommends approval with conditions as listed on the proposed resolution.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024

The applicants, Paul Hawkes, Skyler Hutchins, Guy Flament, and Mike Dopp were present and provided visuals of the existing site and proposed site layout.

Chair Simone opened up for public comments at 6:08pm.

There were no public comments.

Chair Simone closed the public comments at 6:08pm.

Chair Simone opened the hearing for commissioner comments.

Commissioners discussed:

- Parking lot surface
- Site drainage
- Existing chain-link fence and future changes
- Site lighting
- Company's existing out-of-state operations

After discussion Vice Chair White moved to approve P2024-013 A Resolution of The Planning Commission of Fort Lupton Approving The 84 Lumber Site Plan. Commissioner Kvasnicka seconded.

P2024-014 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF AN ANNEXATION KNOWN AS THE SILVER LINING ANNEXATION AND INITIAL ZONING TO THE 'A' AGRICULTURE ZONE DISTRICT

Planner Magaly Morales-Tejada presented this item. She stated that this application is a request for an annexation for a property located north and adjacent to County Road 24 and approximately a quarter mile west of County Road 23. The property is approximately 49.10 acres. The applicant is requesting initial zoning to the Agricultural district for the southern portion of this property and R-1 Single Family Residential zoning for the northern portion of the property. The applicant has submitted a minor subdivision application concurrently with this application, the minor subdivision is being reviewed administratively and proposes a total of 4 lots for single-family rural residential homes.

All notification requirements have been met, including posting on the site, neighbor and mineral interest mailings, newspaper posting and county commissioner notifications and applicable reports. Staff recommends approval with the listed conditions.

The applicant, Derek Barnes, provided additional details on the project He stated that the southern lot is his current residence and would stay his residence with agricultural land. Access for the other 3 lots would be through a shared existing driveway.

Chair Simone opened up for public comments at 6:21pm.

There were no public comments.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024

Chair Simone closed the public comments at 6:21pm.

Chair Simone opened the hearing for commissioner comments. There were no comments. Chair Simone closed the commissioner comments.

Vice Chair White moved to approve P2024-014 A Resolution of The Planning Commission of Fort Lupton Recommending to City Council Approval of An Annexation Known as The Silver Lining Annexation and Initial Zoning to the 'A' Agriculture Zone District. Commissioner Kvasnicka seconded.

Motion passed unanimously.

P2024-015 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF AN ANNEXATION KNOWN AS THE LANCASTER CROSSING ANNEXATION AND INITIAL ZONING TO THE 'A' AGRICULTURE ZONE DISTRICT FOR LAND LEGALLY DESCRIBED IN EXHIBIT A.

Planner Magaly Morales-Tejada presented this item. She stated that this request is for an annexation for a property located south and adjacent to county road 16 and west and adjacent to County Road 31. The property is approximately 91.46 acres. The applicant is requesting initial zoning to the Agricultural district. The applicant has submitted a concept plan request concurrently with this application which is on the agenda later this evening.

All notification requirements have been met and the applicant is present tonight to answer any questions.

The applicant, Melissa Wheeler was present to answer questions but did not have an additional presentation.

Chair Simone opened up for public comments at 6:23pm.

Jenny Turner, a nearby resident, stated that she had concerns with the proposed amount of housing and the accesses.

Chair Simone interjected and explained that this public hearing was only for the Annexation and not for the subdivision, the public would have an opportunity to comment on the subdivision at a later time.

With no additional comments, Chair Simone closed the public comment at 6:25pm.

Chair Simone opened the hearing for commissioner comments.

Commissioners discussed:

- Existing zoning in the County

After discussion, Vice Chair White moved to approve P2024-015 A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of an Annexation Known as the Lancaster Crossing

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024

Annexation and Initial Zoning to the 'A' Agriculture Zone District for Land Legally Described in Exhibit A. Commissioner Kvasnicka seconded. Motion passed unanimously.

Chair Simone asked the Commission if they would be ok with Jenny Turner providing comments on the next agenda item, the Lancaster Concept Plan, even though it is not a public hearing, all commissioners agreed to allow her to comment.

DISCUSSION ITEM

LANCASTER CONCEPT PLAN

Planner Magaly Morales-Tejada presented this item. She stated that this discussion item is a concept plan, according to Article 2.02 (D) of the Fort Lupton development code, there is no formal decision or approval given tonight, this process merely provides general direction for future formal submittals. All information and feedback provided to the applicant will be part of the record and will inform discussion at the City Council meeting, where no formal decision will be made either.

The Lancaster Crossing concept plan is located on the corner of County Road 16 and County Road 31, west of the power plant and adjacent to the willow crossing and cottonwood subdivisions. The 91.46-acre parcel is currently vacant land. The applicant proposes a residential subdivision with 200 multi-family units, 28 alley-loaded units and 181 single family units along with 42 acres of open space. Conceptual review of this proposal finds that it is substantially in compliance with City Standards and the city's comprehensive plan, in which this property is designated as single-family. Further detailed review will be done with subsequent applications and will address any comments from City Staff as well as the Planning Commission and City Council. In tonight's presentation, the applicant will present conceptual elevations, these have not been reviewed as part of the concept plan, but will be reviewed with future committals to ensure compliance with the design standards.

The applicant, Melissa Wheeler, provided visuals of the proposed elevations and explained that she believes the different types of housing products provide a great mix of housing options.

Jenny Turner, nearby resident, stated that she has concerns with how this development would affect neighboring properties, she is also concerned with the access to the site and the traffic that it will bring. She stated that although she is not opposed to progress she would like the developer to work with her and other neighbors to ensure minimal impact during construction and long-term impacts from the development.

Melissa Wheeler responded to these concerns and stated that Baessler wants to be a good neighbor and that as the proposal moves forward, there is a neighborhood meeting requirement in which they will be talking to surrounding neighbors about concerns.

Chair Simone opened up for commissioner comments.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024**

Commissioners discussed:

- Housing types location throughout the subdivision.
- Amenities, including open space, neighborhood parks and suggested pickleball courts.
- Housing density and proximity
- Fire lanes
- Street widths and bicycle lanes
- HOA applicability and responsibilities.
- Trail system.

With no further discussion, this discussion item was closed.

FUTURE BUSINESS

The next Planning Commission meeting is scheduled for September 12, 2024.

ADJOURNMENT

Chair Simone moved to adjourn the meeting at 6:45 PM.

Submitted by

Magaly Morales-Tejada
Planner I

Approved by Planning Commission

Mike Simone
Chair

SILVER LININGS ANNEXATION STAFF REPORT
PROJECT NO. ANX2024-002

PROJECT DESCRIPTION

Project No.: ANX2024-002

Project name: Silver Lining Annexation and Initial Zoning

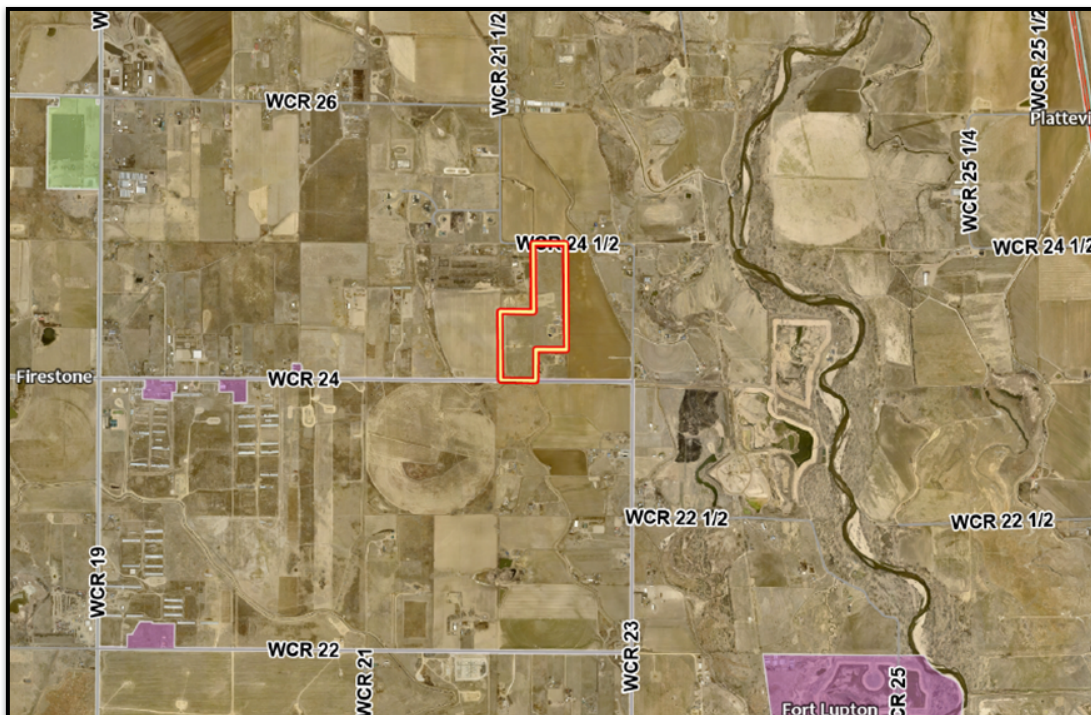
Owner's Name: Silver Lining Investment Group ("Applicants")

Representative: Derek Barnes

Location of Request:

The site consists of a parcel of land located north and adjacent to County Road and approximately .25 west of County Rad 23 (Parcel No. 131102400001). The annexation is located in a part of the West Half of the Southeast Quarter of Section 2, Township 2 North, Range 67 West of the 6th Principal Meridian, County of Weld, State of Colorado.

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



Nature of Request:

The Applicants has submitted a request for annexation of a parcel with initial designation to the 'A' Agriculture Zone District. A Minor Subdivision application has been submitted concurrently with this annexation request. The proposed Minor Subdivision would create a total of 4 lots for rural residential uses.

Site Size: Subject Property: 49.10 acres, more or less;

Proposed Zone District: 'A' Agriculture Zone District

Concept Land Use Plan: The Applicant will be requesting a minor subdivision for four rural residential lots. This request has been submitted concurrently with this annexation and initial zoning review, and is being reviewed administratively by staff.

Existing Use: Single-family residence.

Hearing Dates: Planning Commission – August 22, 2024 at 6:00 PM; and
City Council – September 2, 2024 at 6:00 PM.

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

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

SUMMARY OF PREVIOUS APPLICATIONS

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

APPLICATION PROCESS

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

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

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

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

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

NOTIFICATION REQUIREMENTS

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

In addition, notice of the public hearings, as well as the resolution and petition, was sent to the Weld County Commissioners and Weld County Attorney, the school district and all special districts on August 7, 2024 by certified mail, return-receipt requested. The annexation impact report was sent on August 12, 2024 to the Weld County Commissioners by certified mail, return-receipt requested.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

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

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

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

Staff Comment: On July 16, 2024, the City Council accepted the annexation petition and set the public hearing date for this matter for September 2, 2024.

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

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

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

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

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

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

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

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

- f) Unless specifically deferred by the City Council, zoning of the property shall occur concurrently with the annexation. Proposed zoning shall conform to a concept land use plan submitted with the annexation petition. In the event that sufficient planning has not been done to define zoning

boundaries at the time of annexation, the City may zone the property “A,” Agricultural, as an interim zoning classification.

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

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

Staff Comment: *The proposed annexation meets the required contiguity.*

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Fort Lupton Comprehensive Plan designates this area as the Agricultural & Rural Residential land use type. This designation allows for agricultural and related uses as well as low density residential on the periphery of the planning area, intended to preserve a generally rural character.

The proposed zoning to the ‘A’ Agricultural Zone District and proposed use conforms to this land use designation.

REFERRALS

Referrals were provided to the list below.

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

CDOT	Colorado DRMS	Colorado Parks and Wildlife
City Attorney	Police Chief	City Administrator
Comcast	CenturyLink	Xcel Energy
Economic Development Manager	City Engineer	Fort Lupton Fire Protection District
Finance Director	Hyper Fiber	Postmaster
NCWCD	Town of Platteville	CWCWD
Public Works Director	Building Inspector	GIS Specialist
Weld County Department of Planning	Weld CDPH&E	Weld County Public Works
Weld County GIS	Western Midstream	United Power

RECOMMENDATION

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

For more information on this development, please refer to the Planning Commission packet provided. Additional documents can be found at: <https://www.fortluptonco.gov/DocumentCenter/Index/902>.

Project Narrative Annexation and Minor subdivision

Proposal:

We are requesting that the current parcel at LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6 TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO be annexed and made into a subdivision to the city of Fort Lupton.

Purpose:

To provide Ag based housing in our ever growing community that lends itself to our communities agricultural base and helps to allow additional families the opportunity to join in the Fort Lupton/Firestone communities.

Housing expectations:

The development will consist of Single family homes that will be required to meet or exceed a one million dollar post completion valuation and maintain a "country Living" design and balance of AG residency. The Homes shall all be custom built homes and shall all be a minimum of 3,500 finished square feet. All homes will have power provided by United power and water provided by Central Weld county water district. All properties will be required to obtain and construct private OWTS systems through weld county.

Community expectations:

Barnes Estates shall be covenant controlled and shall maintain a high standard of finish and maintenance. The community will encourage livestock and agricultural lifestyles while limiting livestock too three large animals per lot. The expectation is to develop a family oriented agricultural community in Fort Lupton.

In closing we hope that the Fort Lupton city council and its governing bodies sees and opportunity and family oriented growth here in our community. We hope you will strongly consider the annexation and subdivision upon our request.

WATER EXPECTATIONS :

Silver Lining Investment group has acquired and installed three Central Weld County water taps for subdivision purposes and has secured a fee agreement for a fourth tap to be installed upon Fort Lupton's acceptance to annex and subdivide. These water taps will provide adequate potable water for the future residences of the subdivision. For future information please see the tap agreements documents as well as the fee agreement document attached in the submittal.

ZONING EXPECTATIONS:

Silver Lining expects that lots 1-3 will be re-zoned as an R-1 zoning per conversation with Planning department. They further ask to zone Lot 4 as an agricultural lot allowing for a single residence.

Silver lining Investment Group LP

Derek & Kelly Barnes



Planning & Building

130 S. McKinley Avenue Phone: 303.857.6694
Fort Lupton, CO 80621 Fax: 303.857.0351
www.fortlupton.org

NAME OF PROJECT/PROPERTY
ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this 28 day of **FEBRUARY** _____, 2024, by and between Derek Barnes/Silver Lining investment group ("Owner") and the City of Fort Lupton ("Fort Lupton" or "City"), a municipal corporation of the State of Colorado (collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

1. **Maps and Surveys.** Owner agrees to execute, promptly upon request of Fort Lupton, any and all maps, surveys, engineering, master planning, annexation impact reports and public notice and other documents necessary to finalize the annexation of the Property and the other provisions of this Agreement.
2. **Exclusivity.** Owner agrees to not sign any other petition for annexation of the Property or any petition for an annexation election relating to the Property, except upon request of Fort Lupton.
3. **Fees.** Owner agrees to pay Fort Lupton an annexation fee in the amount of \$[2500].
4. **Resolution of Substantial Compliance.** Fort Lupton shall act upon the annexation petition on [], 20[] and shall set a public hearing for [], 20[], unless Owner consents to later action.
5. **Zoning.** Parties recognize that it is necessary by State law to zone the Property within 90 days of annexation, and that the most appropriate use of the Property is for [LOTS 1-3 R-1 AND LOT 4 RESIDENCIAL AG] purposes. Owner has submitted a request to zone the Property [LOTS 1-3 R-1 AND LOT 4 RESIDENCIAL AG] ([]) and the City will act upon this request following a public hearing on []. The Parties recognize that it is the intent and desire of Owner to develop the Property in a manner consistent with the zoning requested and that the granting of such zoning by Fort Lupton is a condition to annexation of the Property. Owner shall take all actions necessary to permit zoning by Fort Lupton of the annexed Property within the time prescribed by State statutes. The Owner recognizes that the City has adopted design standards for [AG] uses and the Owner will comply with, and adhere to, these guidelines subject to the terms of this Agreement.
6. **Rights-of-Way and Easements.** Owner agrees to dedicate by General Warranty Deed or appropriate instrument of conveyance acceptable to the City, easements and rights-of-way for streets and other public ways and for other public purposes, as required by City master plans, ordinances, and resolutions. Such dedications shall occur immediately upon request of the City, except that internal rights-of-way shall be dedicated at the time of subdivision platting, unless the City specifies another time.
7. **Streets.** Owner agrees to design, improve, and provide signage, lighting, and signalization for all public streets and other public ways within or adjacent to the Property in accordance with City ordinances and resolutions and other applicable standards, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by City

ordinances and resolutions, to guarantee construction of all required improvements, and, if requested by Fort Lupton, to dedicate to Fort Lupton any or all other required improvements. Owner agrees to enter into an agreement pertaining to such improvements and other matters prior to any development and/or subdivision of the Property.

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

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

Agreement shall be void and of no further force and effect as to such Property or portion thereof.

13. **Severability.** The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.
14. **Municipal Services.** Fort Lupton agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the City, which services include, but are not limited to, police protection and water and sewer services. Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, fire protection or emergency medical services, but the Property is presently included within the boundaries of and is entitled to receive such services from the Fort Lupton Fire Protection District.
15. **Existing Water Rights.** At the time of subdivision or development, the Owner agrees to convey all irrigation water rights and groundwater rights associated with the property and listed in Exhibit C. The timing and method of the necessary conveyance shall be determined concurrently with review and approval of any development plan or subdivision plat. Owner agrees to convey to the City, upon annexation of the subject property, all water rights listed on Exhibit C, and any related stock certificates evidencing ownership of the water rights, free and clear of all encumbrances and with all taxes and assessments related thereto paid in full, unless the City in writing rejects any or all such water rights.
16. **Future Conveyance of Water Rights.** In accordance with Fort Lupton Municipal Code Section 13-122, Owner agrees to convey to the City all water rights necessary for development, and any related stock certificates evidencing ownership of the water rights, free and clear of all encumbrances and with all taxes and assessments related hereto paid in full, but the City retains the right to require cash in lieu thereof. Water rights may be conveyed on a pro-rata basis as the Property develops.

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

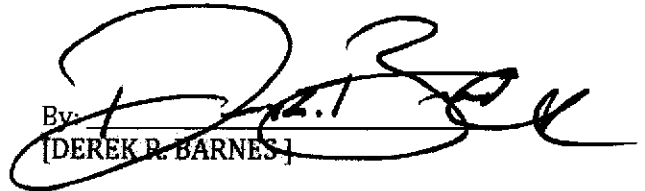
17. **Parks and Public Lands.** Owner agrees to dedicate to the City, or pay cash in lieu of land, areas to be used for public purposes if required by City at the time of platting. Lands dedicated shall be acceptable to City and shall comprise six (6) percent of gross residential and two (2) percent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

platted by the Owner in accordance the City's subdivision regulations. Owner agrees to pay to City at the time of building permit any applicable park development fees as enacted by City Council by ordinance.

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

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

[SILVER LINING INVESTMENT
GROUP LP]

By: 
[DEREK R. BARNES]

CITY OF FORT LUPTON

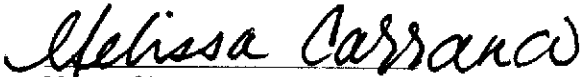
By: _____
Zo Stieber, Mayor

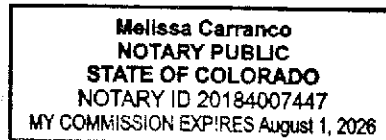
ATTEST:

By: 
~~Mari Peña, City Clerk~~ Melissa Carranco, Notary Public

State of Colorado)
) ss
County of Weld)

The foregoing instrument was acknowledged before me this 5th day of June, 2024 by
Derek R. Barnes as Silver Lining Investment Group.


Notary Signature



State of Colorado)
) ss
County of Weld)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by
Zo Stieber as Mayor for the City of Fort Lupton, Colorado.

Notary Signature

EXHIBIT A

Legal Description of Property Owned by Annexor(s)

LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, LOCATED IN THE WEST 1/2 OF THE SOUTHEAST QUARTER OF Site
Address: SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEAT OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

EXHIBIT B

Signed Petition for Annexation (Attached)

EXHIBIT C
[IF APPLICABLE – SEE PARAGRAPH 15]
Water Rights Appurtenant to Property

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

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

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

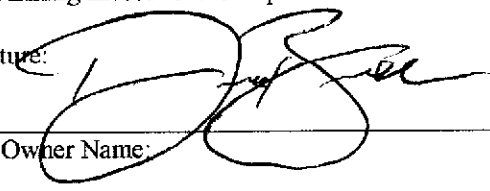
As part of this petition, your petitioners further state to the City Council that:

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Fort Lupton.
 - b. A community of interest exists between the area proposed to be annexed and the City of Fort Lupton.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Fort Lupton.
 - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way
 - ii. Comprises twenty acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - f. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality.
 - g. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - h. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - i. The territory to be annexed is 49.99 acres, more or less, in total area.

- j. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.
 - k. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - l. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
4. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.
5. The zoning classification requested for the area proposed to be annexed is LOT1-3 R-1, LOT 4 AG, as shown on the annexation map attached hereto and incorporated herein.
6. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
7. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion. Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

8. The non-refundable annexation application fee of \$__2500_ is tendered herewith.

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

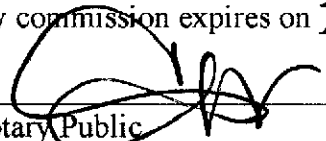
1	Land Owner Name: Silver Lining Investment Group	Mailing Address (street, city, state, ZIP): 16068 cinnamon Circle, Mead, Co 80542
	Signature: 	Date of signing: July - 14 - 2024
2	Land Owner Name:	Mailing Address (street, city, state, ZIP):
	Signature:	Date of signing:
3	Land Owner Name:	Mailing Address (street, city, state, ZIP):
	Signature:	Date of signing:
4	Land Owner Name:	Mailing Address (street, city, state, ZIP Code):
	Signature:	Date of signing:

(Additional sheets may be attached if necessary.)

The foregoing signature(s) was/were subscribed and sworn to before me this 14th day of July, 2024, by

Witness my hand and official seal.

My commission expires on 23 January 2027


Notary Public

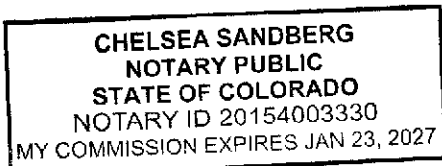
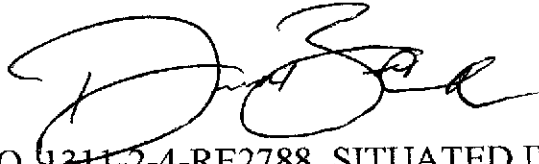


Exhibit A

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

Land Owned by Land Owner 1:



Derek Barnes/Silver Lining Investment Group

LOT B, RECORDED EXEMPTION NO. 4311-2-4-RE2788, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6 TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO

Land Owned by Land Owner 2:

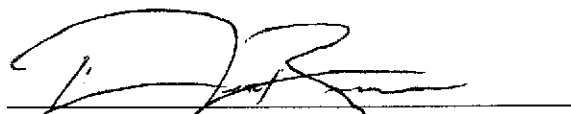
Land Owned by Land Owner 3:

Land Owned by Land Owner 4:

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

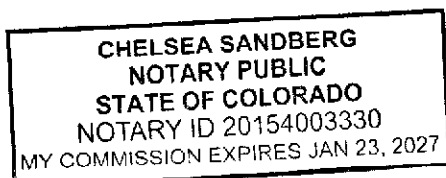
Derek Barnes, being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.

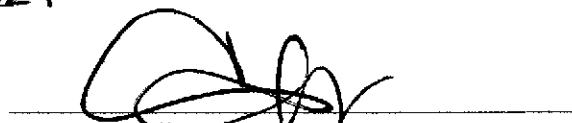

(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 14th day of July, 2024, by Derek Barnes.

Witness my hand and official seal.

My commission expires on 23 January 2027




Notary Public

RESOLUTION NO. 2024R037

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS THE SILVER LINING ANNEXATION AND SETTING THE PUBLIC HEARING FOR SEPTEMBER 3, 2024

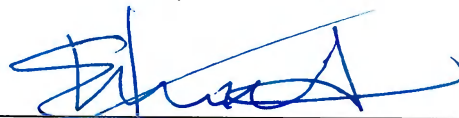
WHEREAS, the Fort Lupton City Council has reviewed the annexation petition submitted by Silver Linings Investment Group for 49.54 acres, more or less, and known as the Silver Lining Annexation; and

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

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves this Resolution initiating annexation proceedings for the Silver Lining Annexation and sets the hearing date for September 3, 2024, to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

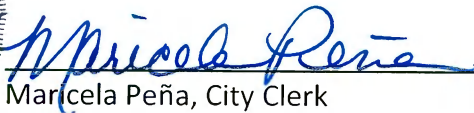
APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 16th DAY OF JULY 2024.

City of Fort Lupton, Colorado



Zo Hubbard, Mayor

Attest:



Maricela Peña, City Clerk

Approved as to form:



Andy Ausmus, City Attorney



Planning & Building Department

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 720.928.4003
Fax: 303.857.0351

www.fortluptonco.gov

August 12, 2024

SILVER LINING ANNEXATION ANNEXATION IMPACT REPORT

Statement of Purpose

This Annexation Impact Report, which has been prepared pursuant to Section 31-12-108.5 of the Colorado Revised Statutes, is based on the Annexation Petition for an annexation known as the Silver Lining Annexation submitted by the Applicant, Silver Lining Construction LLC. It is being reviewed and evaluated by the City of Fort Lupton staff, and is scheduled for review by the City of Fort Lupton Planning Commission on August 22, 2024 at 6:00 PM and City Council on March 15, 2022 at 7:00 PM. Please contact Todd Hodges or Magaly Morales-Tejada in the Planning Department at the address on the header of this report, or at telephone number 720-928-4003, with any comments and/or questions.

Project Description

The property proposed for annexation is located in the West Half of the Southeast Quarter of Section 2, Township 2 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado. The property is situated north and adjacent to County Road 24 and approximately 0.25 miles west of County Road 23 in Weld County, Colorado. The total acreage of the Silver Lining Annexation is 49.098 acres, more or less. The annexation meets the 1/6th or 16.67% contiguity requirements set by State Statutes. The annexation map is attached along with the vicinity map.

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

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

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

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

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

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

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

- (a) A final Annexation Agreement and Annexation Ordinance shall be submitted to the Weld County Clerk and Recorder for recording and to the Weld County Attorney, upon request.
- (b) The plans of the City of Fort Lupton for extending municipal services to, or otherwise providing for, municipal services to the subject property to be annexed as follows:
 1. **On-Site / Off-Street Improvements:** The annexation agreement will address any future improvements.
 2. **Dry Utilities to Service Property:** Electrical, telephone, cable television and natural gas facilities are located in the vicinity of the property or already serving the property to be annexed.
 3. **Water Transmission and Sanitary Sewer Interceptors:** Water taps have been purchased and installed by the applicant, private septic systems will be installed.
 4. **Police, Fire, and Other City Services:** Police protection will be provided by the City of Fort Lupton. Fire protection will be provided by the Fort Lupton Fire Protection District.
 5. **Water Distribution and Sewer Collection:** At the time of development that requires it, the developer of the property will be responsible for all construction of any required water and sanitary sewer systems in accordance with the City's Standards or agreements

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

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

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

Attachments:

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

ANNEXATION MAP - SILVER LININGS ANNEXATIONS NOS. 1 AND 2

PROJECT NO. LUP2022-XXXX
AND PLAN NOS. ANN2022-XXX

LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, LOCATED IN THE WEST 1/2 OF THE SOUTHEAST QUARTER
OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

ANNEXATION NO. 1 DESCRIPTION:
A PLAT OR PARCEL OF LAND IN WELD COUNTY, COLORADO, LOCATED IN THE WEST 1/2
OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD,
STATE OF COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BASE OF BEGINNINGS, CONSIDERING THE NORTHERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST
1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH
A 1/2" ALUMINUM CAP MARKED L32937-1995 AT BOTH ENDS OF THE LINE, AS
BEING NORTH 89° 44' 00" WEST, 240.63 FEET, AND THE BEGINNINGS SHOWN HEREON IN THE FIGURE.
COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 2, DESCRIBED AS SHOWN HEREON;
THENCE N 0° 45' 15" W, 20.00 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 24 AND
COUNTY ROAD 24;
THENCE CONTINUING NORTHERLY, ALONG WEST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4
OF SECTION 2, N 0° 45' 15" W, 873.33 FEET
THENCE DEPARTING SAID WEST LINE S 77° 25' 27" E, 1,335.63 FEET TO A POINT ON THE EAST LINE
OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2;
THENCE WESTERLY, S 89° 48' 15" W, 63.00 FEET;
THENCE WESTERLY, S 77° 23' 05" E, 378.00 FEET, TO A POINT ON NORTHERLY RIGHT OF WAY LINE OF
COUNTY ROAD 24;
THENCE WESTERLY, ALONG SAID RIGHT OF WAY LINE, S 89° 48' 15" W, 685.97 FEET TO THE POINT
OF BEGINNING.
CONTAINING 349,466 SQUARE FEET OR 13.93 ACRES, MORE OR LESS.

ANNEXATION NO. 2 DESCRIPTION:
A PLAT OR PARCEL OF LAND IN WELD COUNTY, COLORADO, LOCATED IN THE WEST 1/2
OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD,
STATE OF COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BASE OF BEGINNINGS, CONSIDERING THE NORTHERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST
1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH
A 1/2" ALUMINUM CAP MARKED L32937-1995 AT BOTH ENDS OF THE LINE, AS
BEING NORTH 89° 44' 00" WEST, 240.63 FEET, AND THE BEGINNINGS SHOWN HEREON IN THE FIGURE.
COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 2, DESCRIBED AS SHOWN HEREON;
THENCE DEPARTING SAID WEST LINE S 77° 25' 27" E, 1,335.63 FEET TO A POINT ON THE EAST LINE
OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2;
THENCE WESTERLY, S 89° 48' 15" W, 63.00 FEET;
THENCE WESTERLY, S 77° 23' 05" E, 378.00 FEET, TO A POINT ON NORTHERLY RIGHT OF WAY LINE OF
COUNTY ROAD 24;
THENCE WESTERLY, ALONG SAID RIGHT OF WAY LINE, S 89° 48' 15" W, 685.97 FEET TO THE POINT
OF BEGINNING.
CONTAINING 349,466 SQUARE FEET OR 13.93 ACRES, MORE OR LESS.

ANNEXATION NO. 1 CONTIGUITY TABLE:
TOTAL PERIMETER: 4,082.94 FEET
REQUIRED 1/6 CONTIGUITY: 686.49 FEET
CONTIGUITY TO CITY LIMITS: 686.49 FEET
TOTAL AREA BEING ANNEXED: 589,466 SQ. FT. OR 13.932 ACRES, MORE OR LESS.

ANNEXATION NO. 2 CONTIGUITY TABLE:
TOTAL PERIMETER: 4,082.94 FEET
REQUIRED 1/6 CONTIGUITY: 686.49 FEET
CONTIGUITY TO CITY LIMITS: 686.49 FEET
TOTAL AREA BEING ANNEXED: 1,549,239 SQ. FT. OR 35.566 ACRES, MORE OR LESS.

OWNER'S APPROVAL
I, _____, BEING THE SOLE OWNERS
KNOW ALL MEN BY THESE PRESENTS, THAT
I HEREBY CERTIFY THAT THE SAID LAND TO BE ANNEXED UNDER THE NAME
OF SILVER LININGS ANNEXATIONS NOS. 1 AND 2
IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS ____ DAY OF
_____, 20__.

STATE OF COLORADO,)
COUNTY OF:) 55

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY
ON THIS ____ DAY OF _____, 20__, WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____
NOTARY PUBLIC

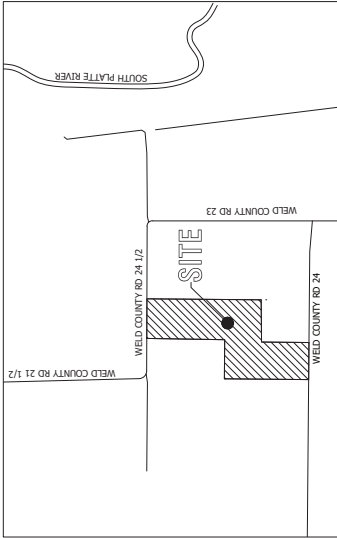
PLANNING COMMISSION RECOMMENDATION
THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE DESCRIBED PROPERTY WAS
RECOMMENDED TO THE FORT LUTPON CITY COUNCIL VIA RESOLUTION NO. _____

RECOMMENDED THIS ____ DAY OF _____, 20__,
CHAIRPERSON, FORT LUTPON
PLANNING COMMISSION

MAYOR'S CERTIFICATE
THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE DESCRIBED PROPERTY WAS
APPROVED BY ORDINANCE NO. _____ OF THE CITY OF FORT LUTPON PASSED AND ADOPTED ON
_____, A.D., _____, 20__, ON BEHALF OF THE CITY OF FORT LUTPON,
I HEREBY ACKNOWLEDGE AND ADOPT THE SAID ANNEXATION MAP UPON WHICH THIS
CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

APPROVED THIS ____ DAY OF _____, 20__,
ATTEST: CITY CLERK _____ MAYOR _____
SEAL _____

VICINITY MAP
NOT TO SCALE



- NOTES:**
1. THIS ANNEXATION MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS NOTED THE EXISTENCE OF ANY EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY. THIS ANNEXATION MAP DOES NOT INTEND TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE:
 - 2. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 - 3. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 - 4. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 - 5. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 - 6. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 - 7. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 2. THIS ANNEXATION MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS NOTED THE EXISTENCE OF ANY EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY. THIS ANNEXATION MAP DOES NOT INTEND TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE:
 - 3. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 - 4. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 - 5. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 - 6. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 - 7. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 3. THIS ANNEXATION MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS NOTED THE EXISTENCE OF ANY EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY. THIS ANNEXATION MAP DOES NOT INTEND TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE:
 - 4. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 - 5. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 - 6. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 - 7. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 4. THIS ANNEXATION MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS NOTED THE EXISTENCE OF ANY EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY. THIS ANNEXATION MAP DOES NOT INTEND TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE:
 - 5. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 - 6. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 - 7. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 5. THIS ANNEXATION MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS NOTED THE EXISTENCE OF ANY EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY. THIS ANNEXATION MAP DOES NOT INTEND TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE:
 - 6. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 - 7. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 6. THIS ANNEXATION MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS NOTED THE EXISTENCE OF ANY EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY. THIS ANNEXATION MAP DOES NOT INTEND TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE:
 - 7. EASES, ENCUMBRANCES, OR OTHER INTERESTS THAT MAY AFFECT THE PROPERTY.
 7. REQUESTED ZONING: R1 SINGLE FAMILY RESIDENTIAL FOR LOTS 1, 2, AND 3, LOT 4 TO REMAIN A RESIDENTIAL ZONING ZONE.

APPLICANT:
DORIS BARNES
10750 COUNTY ROAD 24 1/2
FORT LUTPON, CO 80621
TEL: 303.713.3844
dorisbarnes@gmail.com

SURVEYOR'S CERTIFICATE:
I, _____, A LICENSED SURVEYOR, HAVE PREPARED THIS ANNEXATION MAP AND SURVEYOR DO HEREBY CERTIFY THAT THIS MAP OF THE LAND PRODUCED TO ME BY THE APPLICANT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.



PREPARED BY AND ON BEHALF OF
COLORADO LAND SURVEYING
ON JUNE 15, 2024
KARLZ BISC, PLS 34568

PROJECT NO.

2022-0055

PAGE NO.

1 OF 2

ANNEXATION MAP
LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788

DONE BY / DATE

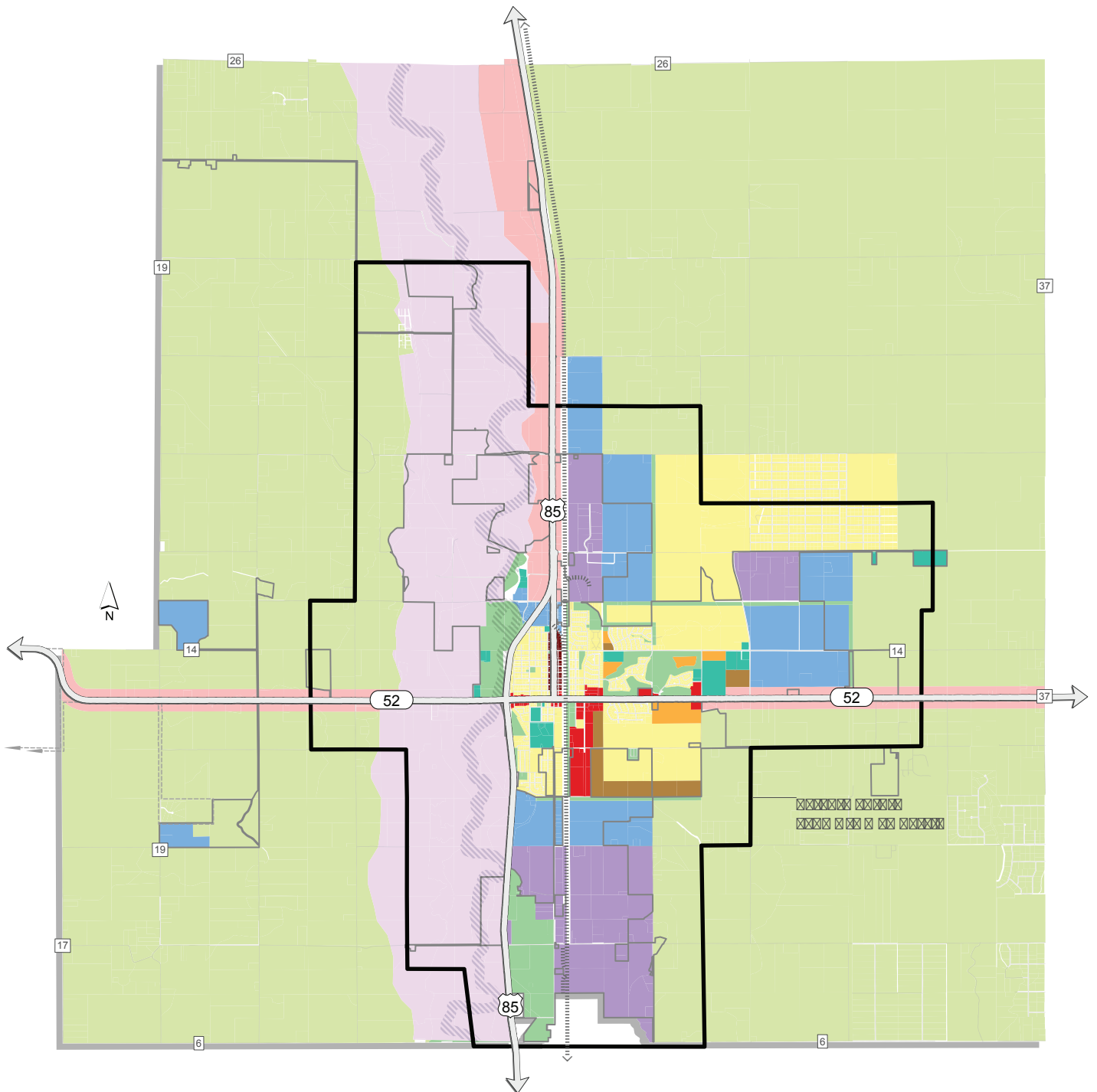
SMS - 5/27/2024

CHECKED BY/DATE

RB - 5/31/2024



WESTMINSTER, CO 80020
303-882-1429



1, 2020

A

D C L

E C L

A &

-F D

-F A

C G

C

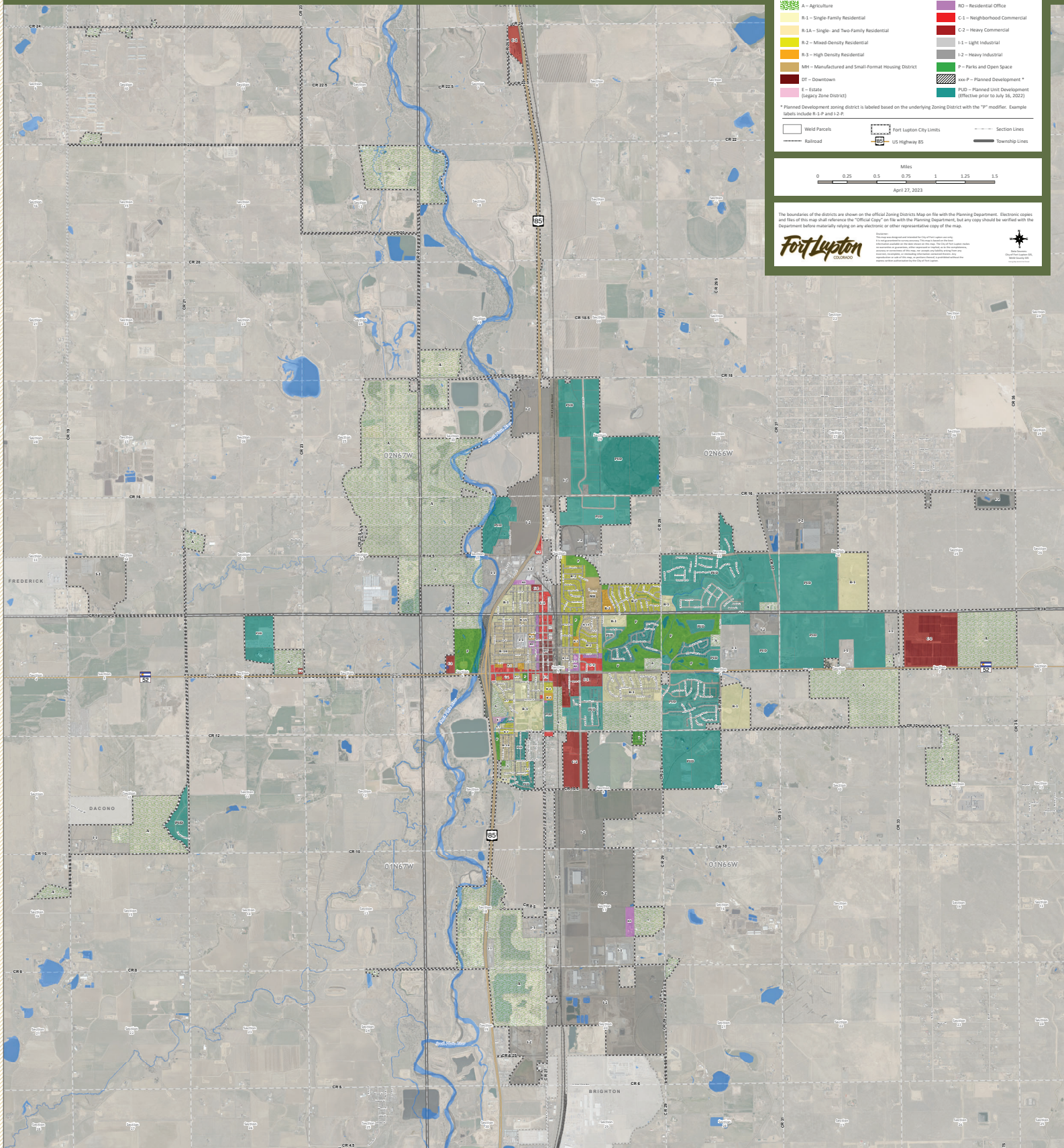
D

L &

&

/

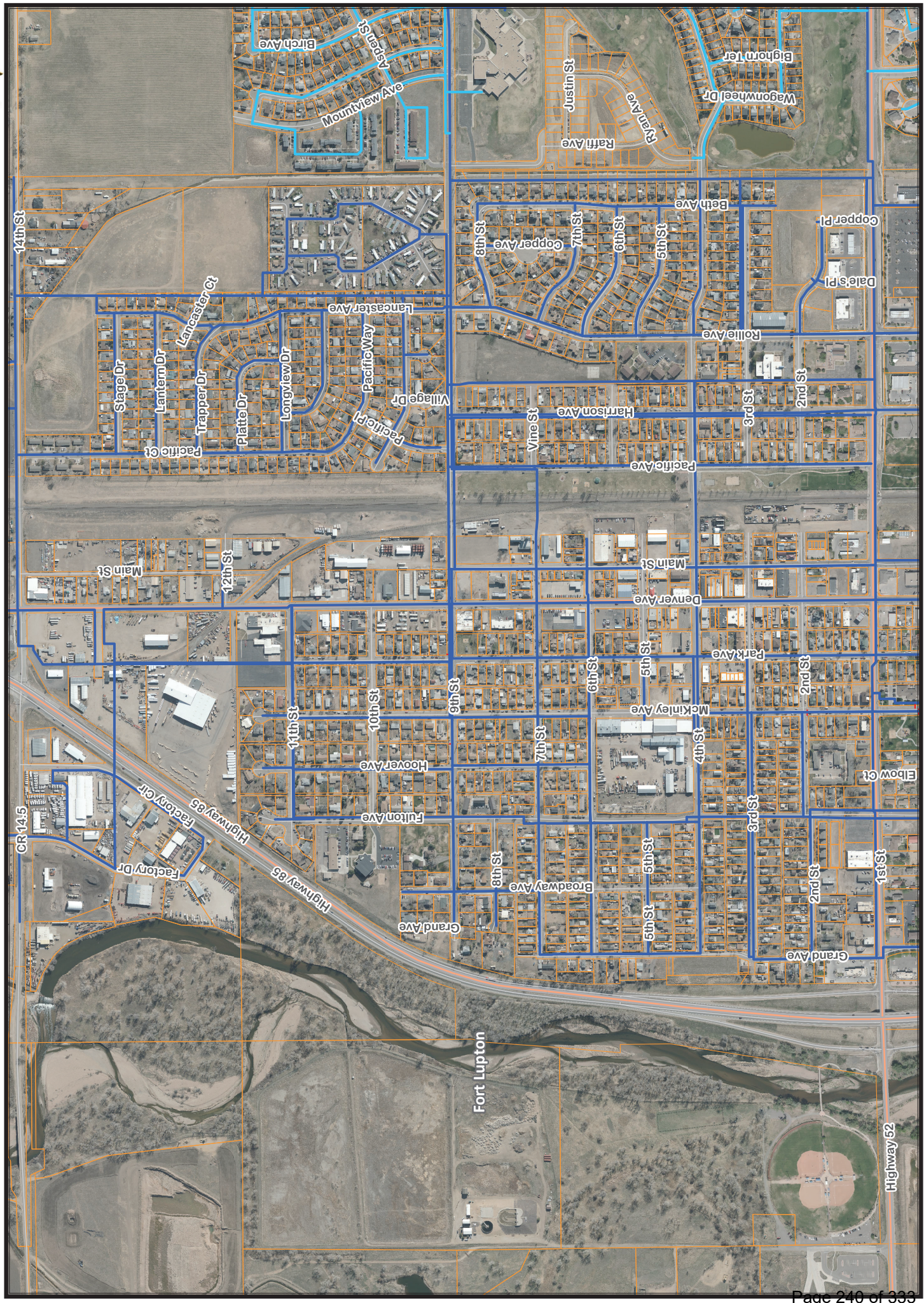
Zoning Districts



Fort Lupton - Water

Scale = 1:9,000

Fort Lupton



Fort Lupton Sanitary Sewer

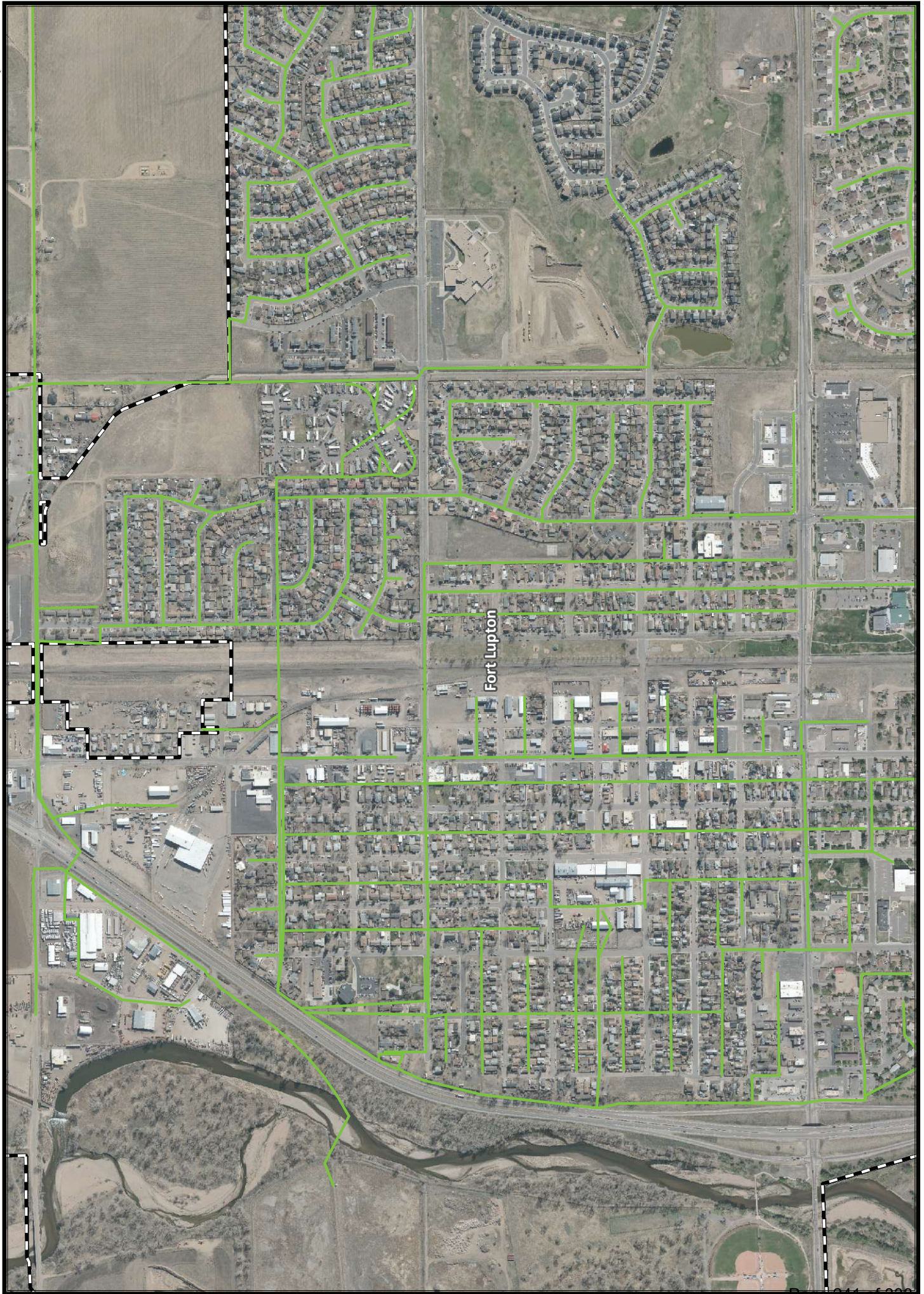
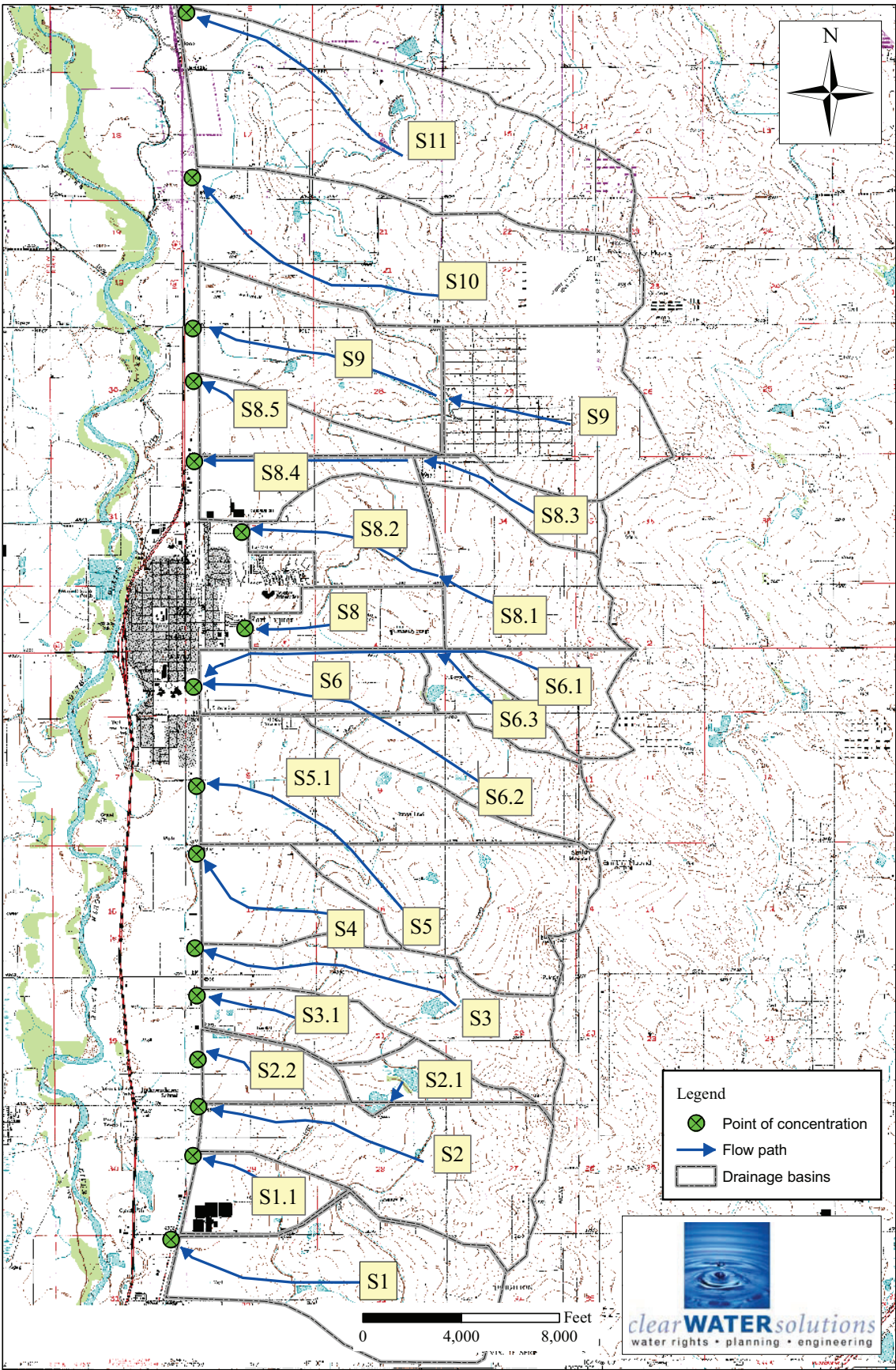
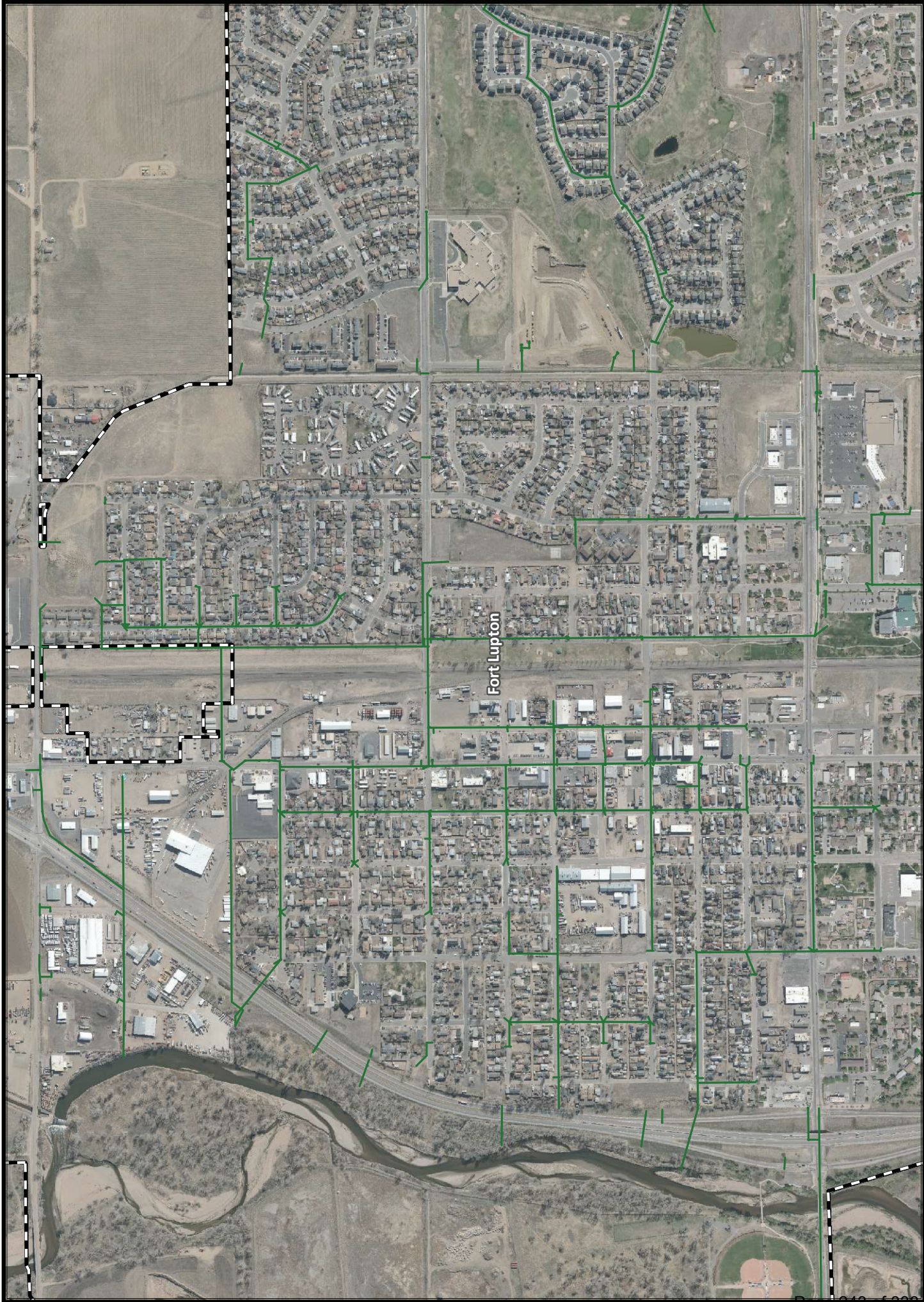
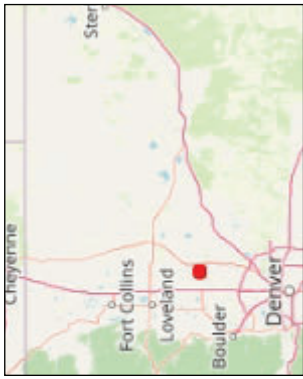


Figure 8-1
City of Fort Lupton
Storm Drainage Study Area







Legend

- Parcels
- Highway
- Road
- Highway
- Road
- County Boundary
- NHD Waterbody
- Estuary
- Ice Mass
- Lake/Pond
- Playa
- Reservoir
- Swamp/Marsh
- NHD Area
- Bridge
- Canal/Ditch
- Dam/Weir
- Flume
- Levee
- Lock Chamber
- Spillway
- Stream/River
- Wash
- NHD Flowline
- Canal/Ditch
- Connector

Notes



1: 15,840

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

2,640.0 0 1,320.00 2,640.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

WELD COUNTY TAX DISTRICT AND AUTHORITY REPORT

FOR TAX YEAR 2023

Tax District - 2227

<u>Authority Code</u>	<u>Authority Name</u>	<u>Mill Levy</u>
0100	WELD COUNTY	12.024000
0207	SCHOOL DIST RE7-KERSEY	7.249000
0302	CENTRAL COLORADO WATER (CCW)	0.891000
0309	CENTRAL COLORADO WATER SUBDISTRICT (CCS)	1.300000
0511	LASALLE FIRE	5.154000
0700	AIMS JUNIOR COLLEGE	6.336000
1050	HIGH PLAINS LIBRARY	3.196000
1201	PLATTE VALLEY CONSERVATION	0.000000
Total Levy		36.150000

Tax District - 2228

<u>Authority Code</u>	<u>Authority Name</u>	<u>Mill Levy</u>
0100	WELD COUNTY	12.024000
0208	SCHOOL DIST RE8-FORT LUPTON	17.197000
0301	NORTHERN COLORADO WATER (NCW)	1.000000
0302	CENTRAL COLORADO WATER (CCW)	0.891000
0309	CENTRAL COLORADO WATER SUBDISTRICT (CCS)	1.300000
0506	FORT LUPTON FIRE	9.592000
0700	AIMS JUNIOR COLLEGE	6.336000
1050	HIGH PLAINS LIBRARY	3.196000
1201	PLATTE VALLEY CONSERVATION	0.000000
Total Levy		51.536000

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

Notice is hereby given that the City of Fort Lupton is in receipt of an application for an **Annexation** referred to as the **Silver Linings Annexation**, located **10750 County Road 24 ½** 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, **August 22, 2024, at 6:00 P.M.**, and before the City Council on Tuesday, **September 3, 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

Annexation No. 1

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO.

1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

BEGINNING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 – 1995;

THENCE SOUTH 0°23'05" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, A DISTANCE OF

30.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE SOUTH 0°23'05" EAST A DISTANCE OF 2010.53 FEET;

THENCE DEPARTING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, SOUTH 89°48'15" WEST A DISTANCE OF 610.00 FEET;

THENCE SOUTH 0°23'05" EAST A DISTANCE OF 553.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 24;

THENCE ALONG SAID NORTH LINE, SOUTH 89°48'15" WEST A DISTANCE OF 686.13 FEET TO A POINT ON THE WESTERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2;

THENCE ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 2, NORTH 0°45'15" WEST A DISTANCE OF 1252.40 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°34'00" EAST, A DISTANCE OF 675.00 FEET;

THENCE NORTH 0°45'15" WEST A DISTANCE OF 409.79 FEET; THENCE NORTH 89°34'00" EAST A DISTANCE OF 556.85 FEET; THENCE NORTH 0°23'05" WEST A DISTANCE OF 601.00 FEET; THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET;

THENCE NORTH 89°34'00" EAST A DISTANCE OF 184.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.561 ACRES.

Annexation No. 2

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO.

1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

COMMENCING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 – 1995;

THENCE SOUTH 80°15'07" WEST, A DISTANCE OF 185.35 FEET TO THE POINT OF BEGINNING OF THE PARCEL; THENCE SOUTH 89°34'00" WEST A DISTANCE OF 453.37 FEET;

THENCE SOUTH 0°45'15" EAST A DISTANCE OF 896.01 FEET; THENCE NORTH 89°34'00" EAST A DISTANCE OF 556.85 FEET; THENCE NORTH 0°23'05" WEST A DISTANCE OF 601.00 FEET;

THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.144 ACRES.

Legal Notice No. FLP1080

First Publication: August 22, 2024

Last Publication: August 29, 2024

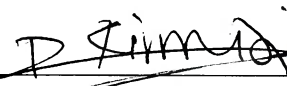
Publisher: Fort Lupton Press



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on **the 7 day of August, 2024**, a true and correct copy of the foregoing Notice of Public Hearings for the **Silver Lining Annexation** was sent via United States Mail, postage pre-paid, to the following addresses:

PUBLIC SERVICE CO OF COLO TAX SERVICE DEPARTMENT PO BOX 1979 DENVER, CO 802011979	DEVER DARREL A 10635 COUNTY ROAD 24 FORT LUPTON, CO 806219615	PIONEER LAND COMPANY LLC 4409 CORIOLIS WAY FREDERICK, CO 805045499
MCWILLIAMS STEVEN S 11256 COUNTY ROAD 23 FORT LUPTON, CO 806219613	HEIN RICHARD 5290 E YALE CIR STE 103 DENVER, CO 802226927	PENNINGTON KENNETH WAYDE 10624 COUNTY ROAD 24 ½ FORT LUPTON, CO 806219620
ZIMBELMAN VICTOR G 10564 COUNTY ROAD 24.5 FORT LUPTON, CO 806219616	ENDERSON RANCH LLC 53299 COUNTY ROAD 104 GROVER, CO 807299535	CARLSON MARY E 10777 COUNTY ROAD 23 FORT LUPTON, CO 806219611



City Official



Planning & Building

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

Phone: 720.952.7105
Fax: 303.857.0351

CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for an Annexation referred to as the **Silver Lining Annexation**, located **10750 County Road 24 ½ 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, **August 22, 2024**, at 6:00 P.M., and before the City Council on Tuesday, **September 3, 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 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) 954 7105.

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

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

Annexation No. 1

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO.

1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

BEGINNING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995;

THENCE SOUTH 0°23'05" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, A DISTANCE OF

30.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE SOUTH 0°23'05" EAST A DISTANCE OF 2010.53 FEET;

THENCE DEPARTING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, SOUTH 89°48'15" WEST A DISTANCE OF 610.00 FEET;

THENCE SOUTH 0°23'05" EAST A DISTANCE OF 553.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 24;

THENCE ALONG SAID NORTH LINE, SOUTH 89°48'15" WEST A DISTANCE OF 686.13 FEET TO A POINT ON THE WESTERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2;

THENCE ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 2, NORTH 0°45'15" WEST A DISTANCE OF 1252.40 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°34'00" EAST, A DISTANCE OF 675.00 FEET;

THENCE NORTH 0°45'15" WEST A DISTANCE OF 409.79 FEET; THENCE NORTH 89°34'00" EAST A DISTANCE OF 556.85 FEET; THENCE NORTH 0°23'05" WEST A DISTANCE OF 601.00 FEET; THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET;

THENCE NORTH 89°34'00" EAST A DISTANCE OF 184.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.561 ACRES.

Annexation No. 2

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO.

1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

COMMENCING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 – 1995;

THENCE SOUTH 80°15'07" WEST, A DISTANCE OF 185.35 FEET TO THE POINT OF BEGINNING OF THE

PARCEL; THENCE SOUTH 89°34'00" WEST A DISTANCE OF 453.37 FEET;

THENCE SOUTH 0°45'15" EAST A DISTANCE OF 896.01

FEET; THENCE NORTH 89°34'00" EAST A DISTANCE OF

556.85 FEET; THENCE NORTH 0°23'05" WEST A

DISTANCE OF 601.00 FEET;

THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.144 ACRES.

ANNEXATION MAP - SILVER LININGS ANNEXATIONS NOS. 1 AND 2

PROJECT NO. LUP2022-XXXX
AND PLAN NOS. ANX2022-XXX

LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, LOCATED IN THE WEST 1/2 OF THE SOUTHEAST QUARTER
OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

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

Parcel #131102200009
Steven S McWilliams, Et al.
A (AGRICULTURAL) ZONE DISTRICT

30' X 300' IRRIGATION WELL AND
IRRIGATION DITCH EASEMENT ON LOT A
OF AMENDED RE773 FOR LOT B OF RE-
2788 BY PLAT AT RECEPTION NO.
2797246, RECORDED 10/02/2000.

EAST 1/16 CORNER SECTION 2
BETWEEN SECTIONS 2 AND 11
FOUND NO. 5 REBAR AND 2" ALUM. CAP
MARKED 25937-1995

CENTER EAST 1/16 CORNER SECTION 2
FOUND NO. 5 REBAR AND 2" ALUMINUM CAP IN RANGE BOX
MARKED 25937 1995
POINT OF BEGINNING-SUBJECT PARCEL

NORTH 30' OF LOT B
EXCLUDED FORM ANNEXATION 2
AREA=0.439 ACRES

PROPOSED 55'
ROW DEDICATION.

ANNEXATION NO. 2
35.567 ACRES NET ±

LOT B
GROSS AREA 49.538 AC ±
-0.439 ACRES NORTH 30'
49.099 ACRES NET ±

LOT A OF
AMENDED RE 773

Parcel #131102000082
Jill A Dever, Et al.
10635 County Road 24, Weld
A (AGRICULTURAL) ZONE
DISTRICT

Parcel #1311024000084
Kenneth W Pennington
10620 County Road 24 1/2, Weld
A (AGRICULTURAL) ZONE DISTRICT

LOT A
RE 2788

ANNEXATION NO. 1
AREA 13.532 AC ±

Parcel #131110000024
James V Carlson Jr
10777 County Road 28, Weld
A (AGRICULTURAL) ZONE
DISTRICT

Parcel #1311020000010
Public Service Co of CO
A (AGRICULTURAL) ZONE DISTRICT

WELD COUNTY
ROAD 21 1/2

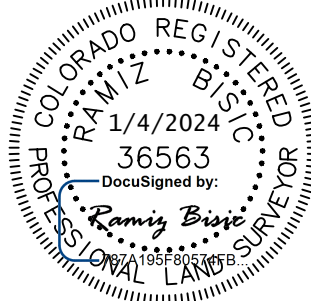
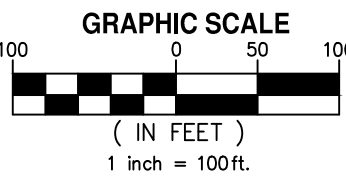
CENTER CORNER SECTION 2
FOUND NO. 5 REBAR AND 2" ALUMINUM
CAP MARKED LS 25937 1995

SOUTH 1/4 CORNER SECTION 2
FOUND 3" BLM CAP IN
RANGE BOX MARKED 1952
POINT OF COMMENCEMENT

Parcel #1311023000002
Richard Hein
A (AGRICULTURAL) ZONE DISTRICT

MONUMENT SYMBOL LEGEND

- (M) AS MEASURED BEARING AND DISTANCE
- (R) PLATTED INFORMATION PER RECORDED EXEMPTION
NO. 1311-2-4-RE2788, RECEPTION #2797246 OF 10/02/2000
- FOUND SECTION CORNER AS DESCRIBED
- FOUND 5/8" REBAR AND PLASTIC CAP, STAMPED PLS 25937
- FOUND 5/8" REBAR AND 1 1/2" ALUMINUM CAP, STAMPED
PLS 24305
- SET MONUMENT, 5/8" x 24" REBAR WITH 1 1/2" ALUMINUM
CAP STAMPED CLS - PLS 36563



REVISIONS		TITLE	DONE BY	CHECKED BY	DATE
No					
1.					

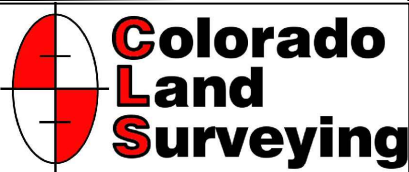
ANNEXATION MAP
LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788

DONE BY/ DATE

SMS/5/29/2022

CHECKED BY/DATE

RB/5/30/2022



COLORADO LAND SURVEYING
5343 W. 116TH CIR.
WESTMINSTER, CO 80020
bissc@msr.com
303-882-1429

PROJECT NO.

2022-0055

PAGE NO.

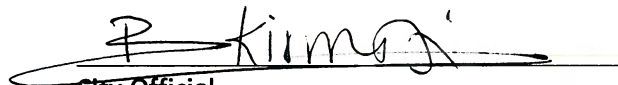
2 OF 2



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on **the 9th day of August, 2024**, a true and correct copy of the foregoing Notice of Public Hearings, Annexation Map and Annexation Petition for the **Lancaster Crossing Annexation** was sent via United States Mail, postage pre-paid with return receipt requested to the following addresses:

Aims Community College PO Box 69 Greeley, CO 80632	Central Colorado Water Conservancy District 3209 West 28 th Street Greeley, CO 80634	Fort Lupton Fire Protection District 1121 Denver Avenue Fort Lupton, CO 80621
High Plains Library District 2650 W. 29 th Street Greeley, CO 80631	Northern Colorado Water Conservancy District 220 Water Avenue Berthoud, CO 80513-9245	Platte Valley Conservation District 57 W Bromley Lane Brighton, CO 80601
Weld County 1150 O Street Fort Lupton, CO 80621	Weld County RE-8 School District 301 Reynolds Street Fort Lupton, CO 80621	


City Official

7019 2970 0001 1463 5977

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Aims Community College
Street and Apt. No., or PO Box No.
PO Box 69
City, State, ZIP+4[®]
Greeley, CO 80632

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 2970 0001 1463 5946

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Central Ward County Water District
Street and Apt. No., or PO Box No.
7235 2nd Ave
City, State, ZIP+4[®]
Greeley, CO 80631

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0000 0719 6097

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Fort Lupton Fire Protection District
Street and Apt. No., or PO Box No.
1121 Denver Avenue
City, State, ZIP+4[®]
Fort Lupton, CO 80621

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 2970 0001 1463 5953

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
High Plains Library District
Street and Apt. No., or PO Box No.
7650 W 79th St
City, State, ZIP+4[®]
Greeley, CO 80631

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0000 0719 6066

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Northern Colorado Water Conser. District
Street and Apt. No., or PO Box No.
220 Water Ave
City, State, ZIP+4[®]
Boulder, CO 80523

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0000 0719 6059

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

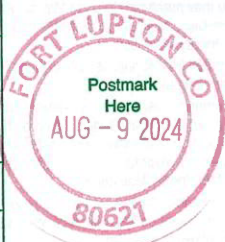
OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Platte Valley Conservation District
Street and Apt. No., or PO Box No.
57 W Bromley Lane
City, State, ZIP+4[®]
Brighton, CO 80601

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 2970 0001 1463 5939

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ <u>4.85</u>	
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy) \$ <u>4.10</u>	
☐ Return Receipt (electronic) \$ _____	
☐ Certified Mail Restricted Delivery \$ _____	
☐ Adult Signature Required \$ _____	
☐ Adult Signature Restricted Delivery \$ _____	
Postage \$ <u>.69</u>	
Total Postage and Fees \$ <u>9.64</u>	
Sent To <u>Weld County</u>	
Street and Apt. No., or PO Box No. <u>1000 St</u>	
City, State, ZIP+4® <u>Fort Lupton CO 80621</u>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7020 1290 0000 0719 6110

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ <u>4.85</u>	
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy) \$ <u>4.10</u>	
☐ Return Receipt (electronic) \$ _____	
☐ Certified Mail Restricted Delivery \$ _____	
☐ Adult Signature Required \$ _____	
☐ Adult Signature Restricted Delivery \$ _____	
Postage \$ <u>.69</u>	
Total Postage and Fees \$ <u>9.64</u>	
Sent To <u>Weld County RE-8 School District</u>	
Street and Apt. No., or PO Box No. <u>301 Reynolds Street</u>	
City, State, ZIP+4® <u>Fort Lupton CO 80621</u>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



Planning & Building

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

Phone: 720.928.4003
Fax: 303.857.0351

CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for an annexation referred to as the **Silver Lining Annexation**, located **10750 County Road 24 ½**, 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, **August 22**, at 6:00 P.M., and before the City Council on Tuesday, **September 3**, 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: SILVER LINING ANNEXATION

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

Annexation No. 1

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO.

1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

BEGINNING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995;

THENCE SOUTH 0°23'05" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, A DISTANCE OF

30.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE SOUTH 0°23'05" EAST A DISTANCE OF 2010.53 FEET;

THENCE DEPARTING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, SOUTH 89°48'15" WEST A DISTANCE OF 610.00 FEET;

THENCE SOUTH 0°23'05" EAST A DISTANCE OF 553.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 24;

THENCE ALONG SAID NORTH LINE, SOUTH 89°48'15" WEST A DISTANCE OF 686.13 FEET TO A POINT ON THE WESTERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2;

THENCE ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 2, NORTH 0°45'15" WEST A DISTANCE OF 1252.40 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°34'00" EAST, A DISTANCE OF 675.00 FEET;

THENCE NORTH 0°45'15" WEST A DISTANCE OF 409.79 FEET; THENCE NORTH 89°34'00" EAST A DISTANCE OF 556.85 FEET; THENCE NORTH 0°23'05" WEST A DISTANCE OF 601.00 FEET; THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET;

THENCE NORTH 89°34'00" EAST A DISTANCE OF 184.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.561 ACRES.

Annexation No. 2

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO.

1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

COMMENCING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 – 1995;

THENCE SOUTH 80°15'07" WEST, A DISTANCE OF 185.35 FEET TO THE POINT OF BEGINNING OF THE

PARCEL; THENCE SOUTH 89°34'00" WEST A DISTANCE OF 453.37 FEET;

THENCE SOUTH 0°45'15" EAST A DISTANCE OF 896.01

FEET; THENCE NORTH 89°34'00" EAST A DISTANCE OF

556.85 FEET; THENCE NORTH 0°23'05" WEST A

DISTANCE OF 601.00 FEET;

THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.144 ACRES.

ANNEXATION MAP - SILVER LININGS ANNEXATIONS NOS. 1 AND 2

PROJECT NO. LUP2022-XXXX
AND PLAN NOS. ANX2022-XXX

LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, LOCATED IN THE WEST 1/2 OF THE SOUTHEAST QUARTER
OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

Parcel #131102200009
Steven S McWilliams, Et al.
A (AGRICULTURAL) ZONE DISTRICT

30' X 300' IRRIGATION WELL AND
IRRIGATION DITCH EASEMENT ON LOT A
OF AMENDED RE773 FOR LOT B OF RE-
2788 BY PLAT AT RECEPTION NO.
2797246, RECORDED 10/02/2000.

EAST 1/16 CORNER SECTION 2
BETWEEN SECTIONS 2 AND 11
FOUND NO. 5 REBAR AND 2" ALUM. CAP
MARKED 25937-1995

CENTER EAST 1/16 CORNER SECTION 2
FOUND NO. 5 REBAR AND 2" ALUMINUM CAP IN RANGE BOX
MARKED 25937 1995
POINT OF BEGINNING-SUBJECT PARCEL

NORTH 30' OF LOT B
EXCLUDED FROM ANNEXATION 2
AREA=0.439 ACRES

ANNEXATION NO. 2
35.566 ACRES NET ±

LOT B
GROSS AREA 49.537 AC ±
-0.439 ACRES NORTH 30'
49.098 ACRES NET ±

LOT A OF
AMENDED RE 773

Parcel #131102000082
Jill A Dever, Et al.
10635 County Road 24, Weld
A (AGRICULTURAL) ZONE
DISTRICT

Parcel #1311024000084
Kenneth W Pennington
10620 County Road 24 1/2, Weld
A (AGRICULTURAL) ZONE DISTRICT

LOT A
RE 2788

ANNEXATION NO. 1
AREA 13.532 AC ±

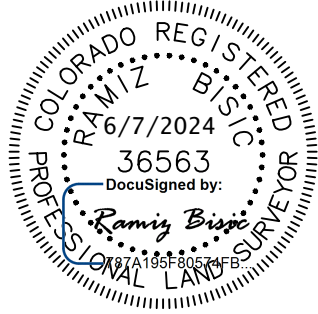
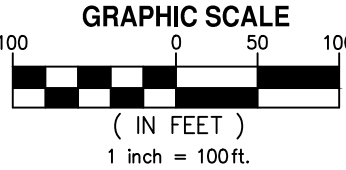
Parcel #1311110000024
James V Carlson Jr
10777 County Road 28, Weld
A (AGRICULTURAL) ZONE
DISTRICT

Parcel #1311020000010
Public Service Co of CO
A (AGRICULTURAL) ZONE DISTRICT

Parcel #1311023000002
Richard Hein
A (AGRICULTURAL) ZONE DISTRICT

MONUMENT SYMBOL LEGEND

- (M) AS MEASURED BEARING AND DISTANCE
- (R) PLATTED INFORMATION PER RECORDED EXEMPTION
NO. 1311-2-4-RE2788, RECEPTION #2797246 OF 10/02/2000
- FOUND SECTION CORNER AS DESCRIBED
- FOUND 5/8" REBAR AND PLASTIC CAP, STAMPED PLS 25937
- FOUND 5/8" REBAR AND 1 1/2" ALUMINUM CAP, STAMPED
PLS 24305
- SET MONUMENT, 5/8" x 24" REBAR WITH 1 1/2" ALUMINUM
CAP STAMPED CLS - PLS 36563



REVISIONS		TITLE		DONE BY/CHECKED BY		DATE	
No							
1.							

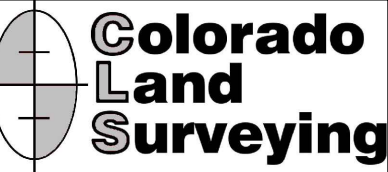
ANNEXATION MAP
LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788

DONE BY/ DATE

SMS/5/28/2024

CHECKED BY/DATE

RB/5/31/2024



PROJECT NO.

2022-0055

PAGE NO.

2 OF 2

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

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

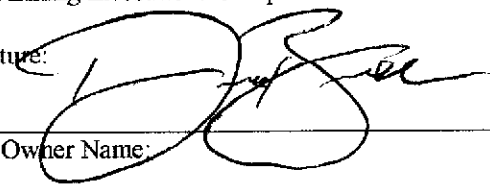
As part of this petition, your petitioners further state to the City Council that:

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Fort Lupton.
 - b. A community of interest exists between the area proposed to be annexed and the City of Fort Lupton.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Fort Lupton.
 - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way
 - ii. Comprises twenty acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - f. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality.
 - g. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - h. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - i. The territory to be annexed is 49.99 acres, more or less, in total area.

- j. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.
 - k. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - l. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
4. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.
5. The zoning classification requested for the area proposed to be annexed is LOT1-3 R-1, LOT 4 AG, as shown on the annexation map attached hereto and incorporated herein.
6. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
7. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion. Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

8. The non-refundable annexation application fee of \$__2500_ is tendered herewith.

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

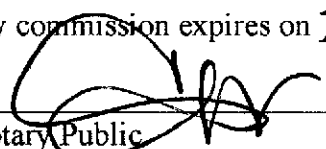
1	Land Owner Name: Silver Lining Investment Group	Mailing Address (street, city, state, ZIP): 16068 cinnamon Circle, Mead, Co 80542
	Signature: 	Date of signing: July - 14 - 2024
2	Land Owner Name:	Mailing Address (street, city, state, ZIP):
	Signature:	Date of signing:
3	Land Owner Name:	Mailing Address (street, city, state, ZIP):
	Signature:	Date of signing:
4	Land Owner Name:	Mailing Address (street, city, state, ZIP Code):
	Signature:	Date of signing:

(Additional sheets may be attached if necessary.)

The foregoing signature(s) was/were subscribed and sworn to before me this 14th day of July, 2024, by

Witness my hand and official seal.

My commission expires on 23 January 2027


Notary Public

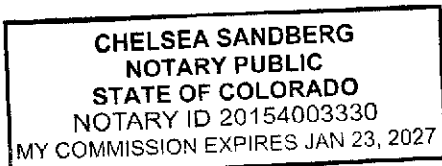
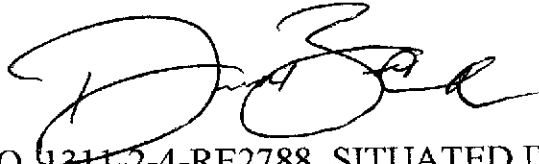


Exhibit A

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

Land Owned by Land Owner 1:



Derek Barnes/Silver Lining Investment Group

LOT B, RECORDED EXEMPTION NO. 4311-2-4-RE2788, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6 TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO

Land Owned by Land Owner 2:

Land Owned by Land Owner 3:

Land Owned by Land Owner 4:

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

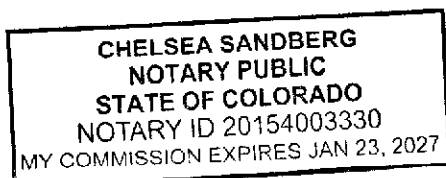
Derek Barnes, being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.


(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 14th day of July, 2024, by Derek Barnes.

Witness my hand and official seal.

My commission expires on 23 January 2027




Notary Public



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 720.928.4003
Fax: 303.857.0351

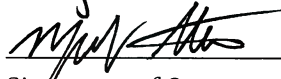
www.fortluptonco.gov

Sign Posting Affidavit
Silver Lining Annexation
ANX24-002



Facing: Weld County Rd 74

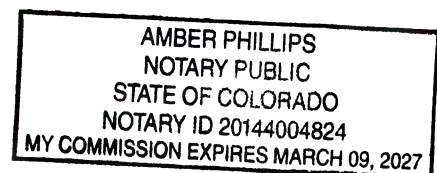
I, Magaly Morales-Tejada hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 6th day of August, 2024.


Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by Magaly Morales-Tejada this 16 day of August, 2024. Witness my hand and seal.

My commission expires March 9, 2024


Notary Public





SUBJECT FOR DISCUSSION

Adopting an Ordinance to Initially Zone Land Legally Described in Exhibit A of the Proposed Ordinance, and Known as the Silver Lining Initial Zoning, to the 'A' Agricultural Zone District and R-1 Single-Family Residential Zone District.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Silver Lining Investment Group, LP (the "Applicants") has submitted a request for initial zoning of certain land identified in Exhibit A of the Ordinance to the 'A' Agricultural Zone District and 'R-1' Single Family Residential Zone District. The property to be zoned is located north and adjacent to County Road 24 and approximately .25 west of County Road 23 (Parcel No. 131102400001).

FINANCIAL CONSIDERATIONS

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

LEGAL/POLITICAL CONSIDERATIONS

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

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

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

STAFF RECOMMENDATIONS

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

Attachments:

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

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO.

2024-xxxx

INTRODUCED BY:

ADOPT ORDINANCE 2024-xxxx INITIALLY ZONING LAND KNOWN AS THE SILVER LINING INITIAL ZONING, LEGALLY DESCRIBED IN EXHIBIT A, TO THE 'A' AGRICULTURAL ZONE DISTRICT AND 'R-1' SINGLE FAMILY RESIDENTIAL ZONE DISTRICT.

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

WHEREAS, under the procedures detailed in Section 16-2.03 of the Fort Lupton Municipal Code, the Applicant, Silver Lining Investment Group, LP, submitted a request to initially zone 49.098± acres of land more particularly described in Exhibit A.

WHEREAS, the Planning Commission held a public hearing on the zone request on August 22, 2024, and recommended approval to City Council of the initial zoning of land described in Exhibit A to the 'A' Agricultural Zone District and R-1 Single Family Residential Zone District, with all the uses-by-right allowed in said district.

WHEREAS, the City Council, after public notice and hearing, and consideration of the Planning Commission recommendation, declares that the official zoning map be amended to reflect the initial zone on the property described in Exhibit A of this Ordinance to the 'A' Agricultural Zone District and R-1 Single Family Residential Zone District, and that the Ordinance is hereby approved.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 3rd day of September 2024.

PUBLISHED in the Fort Lupton Press the 12th day of September 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 1st day of October 2024.

PUBLISHED BY TITLE ONLY the 10th day of October 2024.

EFFECTIVE (after publication) the 9th day of November 2024.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A
'A' AGRICULTURAL ZONE DISTRICT
PARCEL E DESCRIPTION:

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

BEGINNING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 – 1995;

THENCE SOUTH 0°23'05" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID EAST LINE SOUTH 0°23'05" EAST A DISTANCE OF 2010.53 FEET;
THENCE DEPARTING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, SOUTH 89°48'15" WEST A DISTANCE OF 610.00 FEET;
THENCE SOUTH 0°23'05" EAST A DISTANCE OF 578.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 24;
THENCE ALONG SAID NORTH LINE, SOUTH 89°48'15" WEST A DISTANCE OF 685.97 FEET TO THE POINT ON THE WESTERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2;
THENCE ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 2, NORTH 0°45'15" WEST A DISTANCE OF 1277.40 FEET;
THENCE DEPARTING SAID WEST LINE, NORTH 89°34'00" EAST, A DISTANCE OF 675.00 FEET;
THENCE NORTH 0°45'15" WEST A DISTANCE OF 409.79 FEET;
THENCE NORTH 89°34'00" EAST A DISTANCE OF 556.85 FEET;
THENCE NORTH 0°23'05" WEST A DISTANCE OF 601.00 FEET;
THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET;
THENCE NORTH 89°34'00" EAST A DISTANCE OF 184.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.955 ACRES.



PREPARED BY: RAMIZ BISIC, PLS 36563
ON BEHALF OF: COLORADO LAND SURVEYING
5343 W. 116TH CIR,
WESTMINSTER, CO 80020
303-882-1429

EXHIBIT A
'R-1' SINGLE FAMILY RESIDENTIAL ZONE DISTRICT
PARCEL F DESCRIPTION:

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

COMMENCING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 – 1995;

THENCE SOUTH 80°15'07" WEST, A DISTANCE OF 185.35 FEET TO THE POINT OF BEGINNING OF THE PARCEL;

THENCE SOUTH 89°34'00" WEST A DISTANCE OF 453.37 FEET;

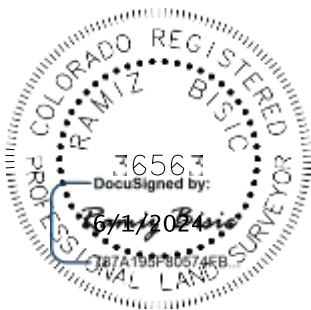
THENCE SOUTH 0°45'15" EAST A DISTANCE OF 896.01 FEET;

THENCE NORTH 89°34'00" EAST A DISTANCE OF 556.85 FEET;

THENCE NORTH 0°23'05" WEST A DISTANCE OF 601.00 FEET;

THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET TO THE POINT OF BEGINNING.

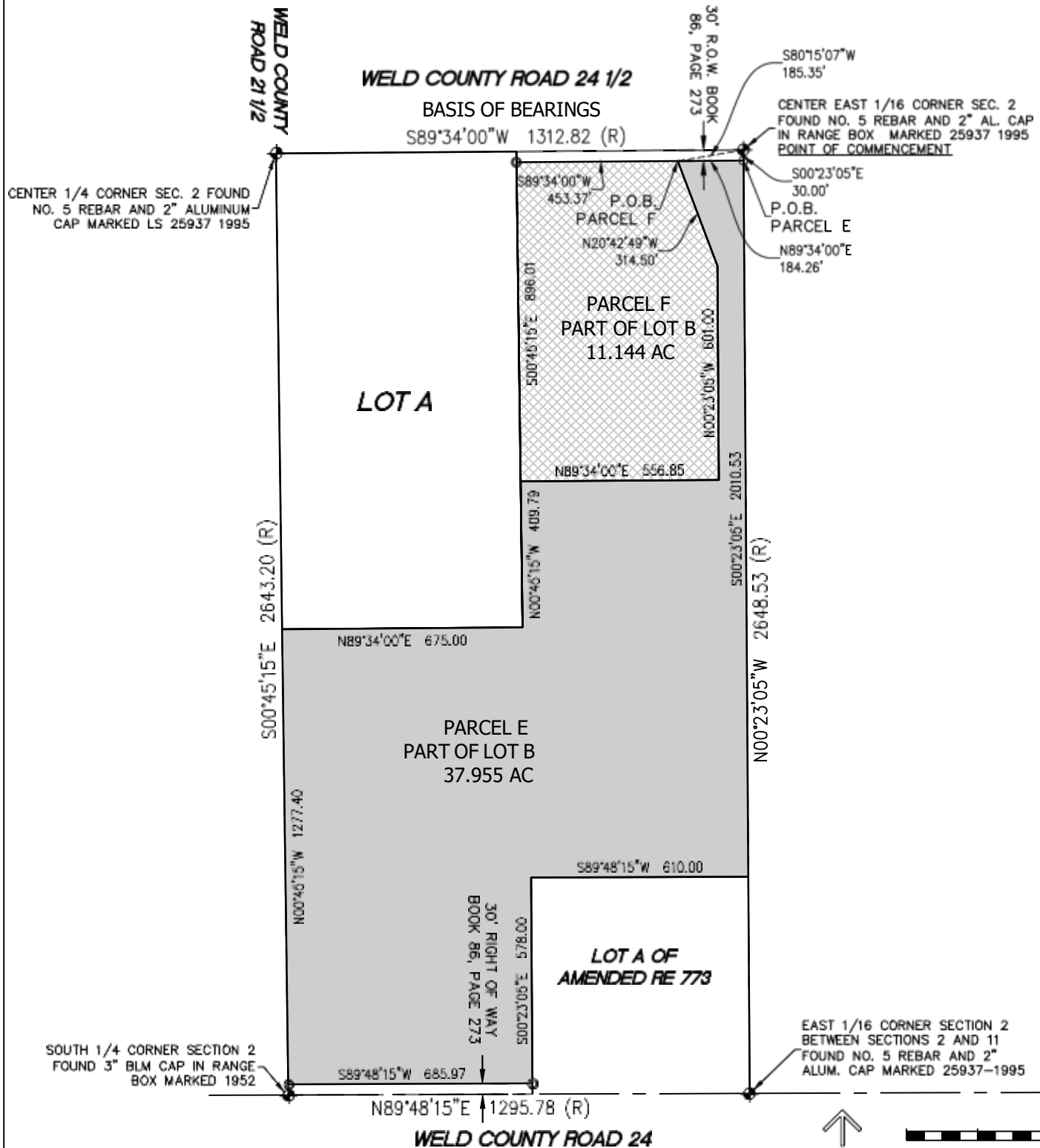
CONTAINING 11.144 ACRES.



PREPARED BY: RAMIZ BASIC, PLS 36563
ON BEHALF OF: COLORADO LAND SURVEYING
5343 W. 116TH CIR,
WESTMINSTER, CO 80020
303-882-1429

EXHIBIT A ILLUSTRATION

A PORTION OF THE WEST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67
WEST OF THE 6TH P.M. COUNTY OF WELD, STATE OF COLORADO



PROJ # 20220055	ISSUE DATE: 6/1/2024
DATE	REVISIONS

SILVER LINING
ZONE LOTS

ILLUSTRATION

Colorado Land Surveying

COLORADO LAND SURVEYING
5343 W. 116TH CIR.
WESTMINSTER, CO 80020

DONE BY: SMS
CHECKED BY: RB
PAGE 1 OF 1

RESOLUTION NO. P2024-014

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

WHEREAS, the Planning Commission held a public hearing on August 22, 2024, for the purpose of reviewing an application submitted by Silver Lining Investment Group for an annexation, known as the Silver Lining Annexation and Initial Zoning to the 'A' Agriculture Zone District and R-1 ; and

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

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

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

- I. Prior to recording the annexation map:
 - A. Any redline comments provided by City Staff shall be made to the annexation map.
 - B. Applicant shall provide proof that inclusion of the property into the Fort Lupton Fire Protection District has been initiated.
 - C. Applicant shall address United Power's comments.
 - D. Applicant shall address Xcel Energy's comments.

DONE THIS 22nd DAY OF AUGUST, 2024, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.

Chairman

ATTEST:

Planning Director

EXHIBIT A
PROPERTY DESCRIPTION

Annexation No. 1

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO.

1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

BEGINNING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 – 1995;

THENCE SOUTH 0°23'05" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, A DISTANCE OF

30.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE SOUTH 0°23'05" EAST A DISTANCE OF 2010.53 FEET;

THENCE DEPARTING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, SOUTH 89°48'15" WEST A DISTANCE OF 610.00 FEET;

THENCE SOUTH 0°23'05" EAST A DISTANCE OF 553.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 24;

THENCE ALONG SAID NORTH LINE, SOUTH 89°48'15" WEST A DISTANCE OF 686.13 FEET TO A POINT ON THE WESTERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2;

THENCE ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 2, NORTH 0°45'15" WEST A DISTANCE OF 1252.40 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°34'00" EAST, A DISTANCE OF 675.00 FEET;

THENCE NORTH 0°45'15" WEST A DISTANCE OF 409.79 FEET; THENCE NORTH 89°34'00" EAST A DISTANCE OF 556.85 FEET; THENCE NORTH 0°23'05" WEST A DISTANCE OF 601.00 FEET; THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET;

THENCE NORTH 89°34'00" EAST A DISTANCE OF 184.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.561 ACRES.

Annexation No. 2

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

COMMENCING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 – 1995;

THENCE SOUTH 80°15'07" WEST, A DISTANCE OF 185.35 FEET TO THE POINT OF

BEGINNING OF THE PARCEL; THENCE SOUTH 89°34'00" WEST A DISTANCE OF 453.37

FEET;

THENCE SOUTH 0°45'15" EAST A

DISTANCE OF 896.01 FEET; THENCE

NORTH 89°34'00" EAST A DISTANCE OF

556.85 FEET; THENCE NORTH 0°23'05"

WEST A DISTANCE OF 601.00 FEET;

THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.144 ACRES.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 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, August 22, 2024.

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

ROLL CALL

Commissioners Present: Chair Mike Simone, Vice-Chair Bushrod White, Commissioners Kathy Kvasnicka, and Shannon Rhoda.

City Staff Present: Planning Director Todd Hodges, Planners Zachary Mettler, Magaly Morales-Tejada, Sean McDermott, and City Engineer David Rausch.

APPROVAL OF AGENDA

Vice-Chair White moved to approve the agenda, Commissioner Kvasnicka seconded.

CONSENT AGENDA

Vice-Chair White moved to approve the consent agenda, Commissioner Kvasnicka seconded.

PUBLIC COMMENT

There were no public comments.

ACTION ITEM

P2024-013 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON APPROVING THE 84 LUMBER SITE PLAN

Planner Zachary Mettler presented this item. He stated that the proposed project is for a parcel approximately 8.62 acres in size and located east and adjacent to S. Denver Ave and approximately 430' north of County Road 8. The property is currently zoned 'I-1' light industrial and there is currently a vacant 15,650 square foot warehouse on the site. The application proposes a 45,000 square foot lumber truss manufacturing warehouse along with a 6,250 square foot storage structure. Site improvements include additional landscaping, signage and maintenance of the existing chain-link fence, the applicant has worked well with staff on maintenance of current site conditions. The application was reviewed under the site plan process outlined in section 2.06 of the Municipal Code and conforms with applicable city codes and the comprehensive plan.

All notification requirements have been met and staff recommends approval with conditions as listed on the proposed resolution.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024

The applicants, Paul Hawkes, Skyler Hutchins, Guy Flament, and Mike Dopp were present and provided visuals of the existing site and proposed site layout.

Chair Simone opened up for public comments at 6:08pm.

There were no public comments.

Chair Simone closed the public comments at 6:08pm.

Chair Simone opened the hearing for commissioner comments.

Commissioners discussed:

- Parking lot surface
- Site drainage
- Existing chain-link fence and future changes
- Site lighting
- Company's existing out-of-state operations

After discussion Vice Chair White moved to approve P2024-013 A Resolution of The Planning Commission of Fort Lupton Approving The 84 Lumber Site Plan. Commissioner Kvasnicka seconded.

P2024-014 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF AN ANNEXATION KNOWN AS THE SILVER LINING ANNEXATION AND INITIAL ZONING TO THE 'A' AGRICULTURE ZONE DISTRICT

Planner Magaly Morales-Tejada presented this item. She stated that this application is a request for an annexation for a property located north and adjacent to County Road 24 and approximately a quarter mile west of County Road 23. The property is approximately 49.10 acres. The applicant is requesting initial zoning to the Agricultural district for the southern portion of this property and R-1 Single Family Residential zoning for the northern portion of the property. The applicant has submitted a minor subdivision application concurrently with this application, the minor subdivision is being reviewed administratively and proposes a total of 4 lots for single-family rural residential homes.

All notification requirements have been met, including posting on the site, neighbor and mineral interest mailings, newspaper posting and county commissioner notifications and applicable reports. Staff recommends approval with the listed conditions.

The applicant, Derek Barnes, provided additional details on the project He stated that the southern lot is his current residence and would stay his residence with agricultural land. Access for the other 3 lots would be through a shared existing driveway.

Chair Simone opened up for public comments at 6:21pm.

There were no public comments.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024

Chair Simone closed the public comments at 6:21pm.

Chair Simone opened the hearing for commissioner comments. There were no comments. Chair Simone closed the commissioner comments.

Vice Chair White moved to approve P2024-014 A Resolution of The Planning Commission of Fort Lupton Recommending to City Council Approval of An Annexation Known as The Silver Lining Annexation and Initial Zoning to the 'A' Agriculture Zone District. Commissioner Kvasnicka seconded.

Motion passed unanimously.

P2024-015 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF AN ANNEXATION KNOWN AS THE LANCASTER CROSSING ANNEXATION AND INITIAL ZONING TO THE 'A' AGRICULTURE ZONE DISTRICT FOR LAND LEGALLY DESCRIBED IN EXHIBIT A.

Planner Magaly Morales-Tejada presented this item. She stated that this request is for an annexation for a property located south and adjacent to county road 16 and west and adjacent to County Road 31. The property is approximately 91.46 acres. The applicant is requesting initial zoning to the Agricultural district. The applicant has submitted a concept plan request concurrently with this application which is on the agenda later this evening.

All notification requirements have been met and the applicant is present tonight to answer any questions.

The applicant, Melissa Wheeler was present to answer questions but did not have an additional presentation.

Chair Simone opened up for public comments at 6:23pm.

Jenny Turner, a nearby resident, stated that she had concerns with the proposed amount of housing and the accesses.

Chair Simone interjected and explained that this public hearing was only for the Annexation and not for the subdivision, the public would have an opportunity to comment on the subdivision at a later time.

With no additional comments, Chair Simone closed the public comment at 6:25pm.

Chair Simone opened the hearing for commissioner comments.

Commissioners discussed:

- Existing zoning in the County

After discussion, Vice Chair White moved to approve P2024-015 A Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of an Annexation Known as the Lancaster Crossing

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024

Annexation and Initial Zoning to the 'A' Agriculture Zone District for Land Legally Described in Exhibit A. Commissioner Kvasnicka seconded. Motion passed unanimously.

Chair Simone asked the Commission if they would be ok with Jenny Turner providing comments on the next agenda item, the Lancaster Concept Plan, even though it is not a public hearing, all commissioners agreed to allow her to comment.

DISCUSSION ITEM

LANCASTER CONCEPT PLAN

Planner Magaly Morales-Tejada presented this item. She stated that this discussion item is a concept plan, according to Article 2.02 (D) of the Fort Lupton development code, there is no formal decision or approval given tonight, this process merely provides general direction for future formal submittals. All information and feedback provided to the applicant will be part of the record and will inform discussion at the City Council meeting, where no formal decision will be made either.

The Lancaster Crossing concept plan is located on the corner of County Road 16 and County Road 31, west of the power plant and adjacent to the willow crossing and cottonwood subdivisions. The 91.46-acre parcel is currently vacant land. The applicant proposes a residential subdivision with 200 multi-family units, 28 alley-loaded units and 181 single family units along with 42 acres of open space. Conceptual review of this proposal finds that it is substantially in compliance with City Standards and the city's comprehensive plan, in which this property is designated as single-family. Further detailed review will be done with subsequent applications and will address any comments from City Staff as well as the Planning Commission and City Council. In tonight's presentation, the applicant will present conceptual elevations, these have not been reviewed as part of the concept plan, but will be reviewed with future committals to ensure compliance with the design standards.

The applicant, Melissa Wheeler, provided visuals of the proposed elevations and explained that she believes the different types of housing products provide a great mix of housing options.

Jenny Turner, nearby resident, stated that she has concerns with how this development would affect neighboring properties, she is also concerned with the access to the site and the traffic that it will bring. She stated that although she is not opposed to progress she would like the developer to work with her and other neighbors to ensure minimal impact during construction and long-term impacts from the development.

Melissa Wheeler responded to these concerns and stated that Baessler wants to be a good neighbor and that as the proposal moves forward, there is a neighborhood meeting requirement in which they will be talking to surrounding neighbors about concerns.

Chair Simone opened up for commissioner comments.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
August 22, 2024**

Commissioners discussed:

- Housing types location throughout the subdivision.
- Amenities, including open space, neighborhood parks and suggested pickleball courts.
- Housing density and proximity
- Fire lanes
- Street widths and bicycle lanes
- HOA applicability and responsibilities.
- Trail system.

With no further discussion, this discussion item was closed.

FUTURE BUSINESS

The next Planning Commission meeting is scheduled for September 12, 2024.

ADJOURNMENT

Chair Simone moved to adjourn the meeting at 6:45 PM.

Submitted by

Magaly Morales-Tejada
Planner I

Approved by Planning Commission

Mike Simone
Chair

Project Narrative Annexation and Minor subdivision

Proposal:

We are requesting that the current parcel at LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6 TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO be annexed and made into a subdivision to the city of Fort Lupton.

Purpose:

To provide Ag based housing in our ever growing community that lends itself to our communities agricultural base and helps to allow additional families the opportunity to join in the Fort Lupton/Firestone communities.

Housing expectations:

The development will consist of Single family homes that will be required to meet or exceed a one million dollar post completion valuation and maintain a "country Living" design and balance of AG residency. The Homes shall all be custom built homes and shall all be a minimum of 3,500 finished square feet. All homes will have power provided by United power and water provided by Central Weld county water district. All properties will be required to obtain and construct private OWTS systems through weld county.

Community expectations:

Barnes Estates shall be covenant controlled and shall maintain a high standard of finish and maintenance. The community will encourage livestock and agricultural lifestyles while limiting livestock too three large animals per lot. The expectation is to develop a family oriented agricultural community in Fort Lupton.

In closing we hope that the Fort Lupton city council and its governing bodies sees and opportunity and family oriented growth here in our community. We hope you will strongly consider the annexation and subdivision upon our request.

WATER EXPECTATIONS :

Silver Lining Investment group has acquired and installed three Central Weld County water taps for subdivision purposes and has secured a fee agreement for a fourth tap to be installed upon Fort Lupton's acceptance to annex and subdivide. These water taps will provide adequate potable water for the future residences of the subdivision. For future information please see the tap agreements documents as well as the fee agreement document attached in the submittal.

ZONING EXPECTATIONS:

Silver Lining expects that lots 1-3 will be re-zoned as an R-1 zoning per conversation with Planning department. They further ask to zone Lot 4 as an agricultural lot allowing for a single residence.

Silver lining Investment Group LP

Derek & Kelly Barnes

ANNEXATION MAP - SILVER LININGS ANNEXATIONS NOS. 1 AND 2

PROJECT NO. LUP2022-XXXX
AND PLAN NOS. ANX2022-XXX

LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, LOCATED IN THE WEST 1/2 OF THE SOUTHEAST QUARTER
OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

Parcel #131102200009
Steven S McWilliams, Et al.
A (AGRICULTURAL) ZONE DISTRICT

30' X 300' IRRIGATION WELL AND
IRRIGATION DITCH EASEMENT ON LOT A
OF AMENDED RE773 FOR LOT B OF RE-
2788 BY PLAT AT RECEPTION NO.
2797246, RECORDED 10/02/2000.

EAST 1/16 CORNER SECTION 2
BETWEEN SECTIONS 2 AND 11
FOUND NO. 5 REBAR AND 2" ALUM. CAP
MARKED 25937-1995

CENTER EAST 1/16 CORNER SECTION 2
FOUND NO. 5 REBAR AND 2" ALUMINUM CAP IN RANGE BOX
MARKED 25937 1995
POINT OF BEGINNING-SUBJECT PARCEL

NORTH 30' OF LOT B
EXCLUDED FROM ANNEXATION 2
AREA=0.439 ACRES

ANNEXATION NO. 2
35.566 ACRES NET ±

LOT B
GROSS AREA 49.537 AC ±
-0.439 ACRES NORTH 30'
49.098 ACRES NET ±

LOT A OF
AMENDED RE 773

Parcel #131102000082
Jill A Dever, Et al.
10635 County Road 24, Weld
A (AGRICULTURAL) ZONE
DISTRICT

Parcel #1311024000084
Kenneth W Pennington
10620 County Road 24 1/2, Weld
A (AGRICULTURAL) ZONE DISTRICT

LOT A
RE 2788

ANNEXATION NO. 1
AREA 13.532 AC ±

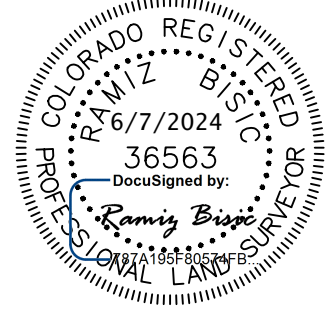
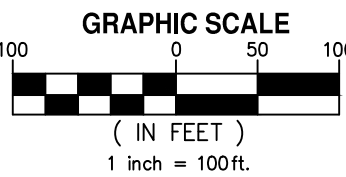
Parcel #1311110000024
James V Carlson Jr
10777 County Road 28, Weld
A (AGRICULTURAL) ZONE
DISTRICT

Parcel #1311020000010
Public Service Co of CO
A (AGRICULTURAL) ZONE DISTRICT

Parcel #1311023000002
Richard Hein
A (AGRICULTURAL) ZONE DISTRICT

MONUMENT SYMBOL LEGEND

- (M) AS MEASURED BEARING AND DISTANCE
- (R) PLATTED INFORMATION PER RECORDED EXEMPTION
NO. 1311-2-4-RE2788, RECEPTION #2797246 OF 10/02/2000
- FOUND SECTION CORNER AS DESCRIBED
- FOUND 5/8" REBAR AND PLASTIC CAP, STAMPED PLS 25937
- FOUND 5/8" REBAR AND 1 1/2" ALUMINUM CAP, STAMPED
PLS 24305
- SET MONUMENT, 5/8" x 24" REBAR WITH 1 1/2" ALUMINUM
CAP STAMPED CLS - PLS 36563



REVISIONS		DONE BY/ CHECKED BY/		DATE	
No	TITLE				
1.					

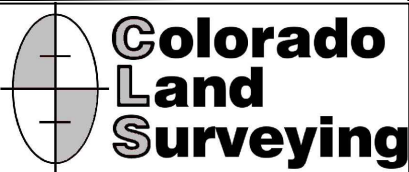
ANNEXATION MAP
LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788

DONE BY/ DATE

SMS/5/28/2024

CHECKED BY/DATE

RB/5/31/2024



PROJECT NO.

2022-0055

PAGE NO.

2 OF 2

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

Notice is hereby given that the City of Fort Lupton is in receipt of an application for an **Annexation** referred to as the **Silver Linings Annexation**, located **10750 County Road 24 ½** 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, **August 22, 2024, at 6:00 P.M.**, and before the City Council on Tuesday, **September 3, 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

Annexation No. 1

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO.

1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

BEGINNING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 – 1995;

THENCE SOUTH 0°23'05" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, A DISTANCE OF

30.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE SOUTH 0°23'05" EAST A DISTANCE OF 2010.53 FEET;

THENCE DEPARTING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, SOUTH 89°48'15" WEST A DISTANCE OF 610.00 FEET;

THENCE SOUTH 0°23'05" EAST A DISTANCE OF 553.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 24;

THENCE ALONG SAID NORTH LINE, SOUTH 89°48'15" WEST A DISTANCE OF 686.13 FEET TO A POINT ON THE WESTERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2;

THENCE ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 2, NORTH 0°45'15" WEST A DISTANCE OF 1252.40 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°34'00" EAST, A DISTANCE OF 675.00 FEET;

THENCE NORTH 0°45'15" WEST A DISTANCE OF 409.79 FEET; THENCE NORTH 89°34'00" EAST A DISTANCE OF 556.85 FEET; THENCE NORTH 0°23'05" WEST A DISTANCE OF 601.00 FEET; THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET;

THENCE NORTH 89°34'00" EAST A DISTANCE OF 184.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.561 ACRES.

Annexation No. 2

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO.

1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

COMMENCING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 – 1995;

THENCE SOUTH 80°15'07" WEST, A DISTANCE OF 185.35 FEET TO THE POINT OF BEGINNING OF THE PARCEL; THENCE SOUTH 89°34'00" WEST A DISTANCE OF 453.37 FEET;

THENCE SOUTH 0°45'15" EAST A DISTANCE OF 896.01 FEET; THENCE NORTH 89°34'00" EAST A DISTANCE OF 556.85 FEET; THENCE NORTH 0°23'05" WEST A DISTANCE OF 601.00 FEET;

THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET TO THE POINT OF BEGINNING.

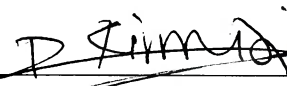
CONTAINING 11.144 ACRES.



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on **the 7 day of August, 2024**, a true and correct copy of the foregoing Notice of Public Hearings for the **Silver Lining Annexation** was sent via United States Mail, postage pre-paid, to the following addresses:

PUBLIC SERVICE CO OF COLO TAX SERVICE DEPARTMENT PO BOX 1979 DENVER, CO 802011979	DEVER DARREL A 10635 COUNTY ROAD 24 FORT LUPTON, CO 806219615	PIONEER LAND COMPANY LLC 4409 CORIOLIS WAY FREDERICK, CO 805045499
MCWILLIAMS STEVEN S 11256 COUNTY ROAD 23 FORT LUPTON, CO 806219613	HEIN RICHARD 5290 E YALE CIR STE 103 DENVER, CO 802226927	PENNINGTON KENNETH WAYDE 10624 COUNTY ROAD 24 ½ FORT LUPTON, CO 806219620
ZIMBELMAN VICTOR G 10564 COUNTY ROAD 24.5 FORT LUPTON, CO 806219616	ENDERSON RANCH LLC 53299 COUNTY ROAD 104 GROVER, CO 807299535	CARLSON MARY E 10777 COUNTY ROAD 23 FORT LUPTON, CO 806219611



City Official



Planning & Building

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

Phone: 720.952.7105
Fax: 303.857.0351

CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for an Annexation referred to as the **Silver Lining Annexation**, located **10750 County Road 24 ½ 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, **August 22, 2024**, at 6:00 P.M., and before the City Council on Tuesday, **September 3, 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 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) 954 7105.

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

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

Annexation No. 1

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO.

1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

BEGINNING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995;

THENCE SOUTH 0°23'05" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, A DISTANCE OF

30.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE SOUTH 0°23'05" EAST A DISTANCE OF 2010.53 FEET;

THENCE DEPARTING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, SOUTH 89°48'15" WEST A DISTANCE OF 610.00 FEET;

THENCE SOUTH 0°23'05" EAST A DISTANCE OF 553.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 24;

THENCE ALONG SAID NORTH LINE, SOUTH 89°48'15" WEST A DISTANCE OF 686.13 FEET TO A POINT ON THE WESTERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2;

THENCE ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 2, NORTH 0°45'15" WEST A DISTANCE OF 1252.40 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°34'00" EAST, A DISTANCE OF 675.00 FEET;

THENCE NORTH 0°45'15" WEST A DISTANCE OF 409.79 FEET; THENCE NORTH 89°34'00" EAST A DISTANCE OF 556.85 FEET; THENCE NORTH 0°23'05" WEST A DISTANCE OF 601.00 FEET; THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET;

THENCE NORTH 89°34'00" EAST A DISTANCE OF 184.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.561 ACRES.

Annexation No. 2

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO.

1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

COMMENCING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 – 1995;

THENCE SOUTH 80°15'07" WEST, A DISTANCE OF 185.35 FEET TO THE POINT OF BEGINNING OF THE

PARCEL; THENCE SOUTH 89°34'00" WEST A DISTANCE OF 453.37 FEET;

THENCE SOUTH 0°45'15" EAST A DISTANCE OF 896.01

FEET; THENCE NORTH 89°34'00" EAST A DISTANCE OF

556.85 FEET; THENCE NORTH 0°23'05" WEST A

DISTANCE OF 601.00 FEET;

THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.144 ACRES.

ANNEXATION MAP - SILVER LININGS ANNEXATIONS NOS. 1 AND 2

PROJECT NO. LUP2022-XXXX
AND PLAN NOS. ANX2022-XXX

LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788, LOCATED IN THE WEST 1/2 OF THE SOUTHEAST QUARTER
OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

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

Parcel #131102200009
Steven S McWilliams, Et al.
A (AGRICULTURAL) ZONE DISTRICT

30' X 300' IRRIGATION WELL AND
IRRIGATION DITCH EASEMENT ON LOT A
OF AMENDED RE773 FOR LOT B OF RE-
2788 BY PLAT AT RECEPTION NO.
2797246, RECORDED 10/02/2000.

EAST 1/16 CORNER SECTION 2
BETWEEN SECTIONS 2 AND 11
FOUND NO. 5 REBAR AND 2" ALUM. CAP
MARKED 25937-1995

CENTER EAST 1/16 CORNER SECTION 2
FOUND NO. 5 REBAR AND 2" ALUMINUM CAP IN RANGE BOX
MARKED 25937 1995
POINT OF BEGINNING-SUBJECT PARCEL

NORTH 30' OF LOT B
EXCLUDED FORM ANNEXATION 2
AREA=0.439 ACRES

PROPOSED 55'
ROW DEDICATION.

ANNEXATION NO. 2
35.567 ACRES NET ±

LOT B
GROSS AREA 49.538 AC ±
-0.439 ACRES NORTH 30'
49.099 ACRES NET ±

LOT A OF
AMENDED RE 773

Parcel #131102000082
Jill A Dever, Et al.
10635 County Road 24, Weld
A (AGRICULTURAL) ZONE
DISTRICT

Parcel #1311024000084
Kenneth W Pennington
10620 County Road 24 1/2, Weld
A (AGRICULTURAL) ZONE DISTRICT

LOT A
RE 2788

ANNEXATION NO. 1
AREA 13.532 AC ±

Parcel #131110000024
James V Carlson Jr
10777 County Road 28, Weld
A (AGRICULTURAL) ZONE
DISTRICT

Parcel #131102000010
Public Service Co of CO
A (AGRICULTURAL) ZONE
DISTRICT

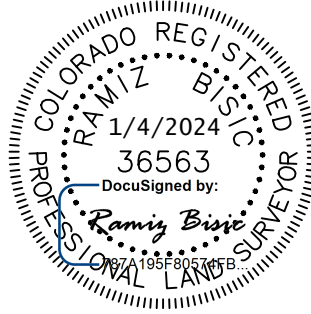
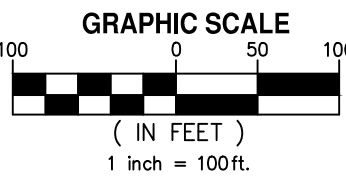
CENTER CORNER SECTION 2
FOUND NO. 5 REBAR AND 2" ALUMINUM
CAP MARKED LS 25937 1995

SOUTH 1/4 CORNER SECTION 2
FOUND 3" BLM CAP IN
RANGE BOX MARKED 1952
POINT OF COMMENCEMENT

Parcel #1311023000002
Richard Hein
A (AGRICULTURAL) ZONE DISTRICT

MONUMENT SYMBOL LEGEND

- (M) AS MEASURED BEARING AND DISTANCE
- (R) PLATTED INFORMATION PER RECORDED EXEMPTION
NO. 1311-2-4-RE2788, RECEPTION #2797246 OF 10/02/2000
- FOUND SECTION CORNER AS DESCRIBED
- FOUND 5/8" REBAR AND PLASTIC CAP, STAMPED PLS 25937
- FOUND 5/8" REBAR AND 1 1/2" ALUMINUM CAP, STAMPED
PLS 24305
- SET MONUMENT, 5/8" x 24" REBAR WITH 1 1/2" ALUMINUM
CAP STAMPED CLS - PLS 36563



REVISIONS		TITLE	DONE BY	CHECKED BY	DATE
No					
1.					

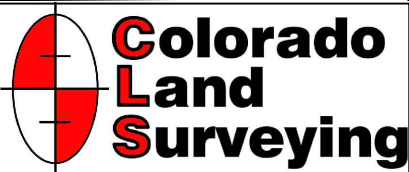
ANNEXATION MAP
LOT B, RECORDED EXEMPTION NO. 1311-2-4-RE2788

DONE BY/ DATE

SMS/5/29/2022

CHECKED BY/DATE

RB/5/30/2022



COLORADO LAND SURVEYING
5343 W. 116TH CIR.
WESTMINSTER, CO 80020
bissc@msr.com
303-882-1429

PROJECT NO.

2022-0055

PAGE NO.

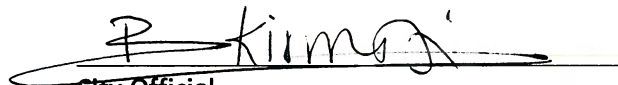
2 OF 2



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on **the 9th day of August, 2024**, a true and correct copy of the foregoing Notice of Public Hearings, Annexation Map and Annexation Petition for the **Lancaster Crossing Annexation** was sent via United States Mail, postage pre-paid with return receipt requested to the following addresses:

Aims Community College PO Box 69 Greeley, CO 80632	Central Colorado Water Conservancy District 3209 West 28 th Street Greeley, CO 80634	Fort Lupton Fire Protection District 1121 Denver Avenue Fort Lupton, CO 80621
High Plains Library District 2650 W. 29 th Street Greeley, CO 80631	Northern Colorado Water Conservancy District 220 Water Avenue Berthoud, CO 80513-9245	Platte Valley Conservation District 57 W Bromley Lane Brighton, CO 80601
Weld County 1150 O Street Fort Lupton, CO 80621	Weld County RE-8 School District 301 Reynolds Street Fort Lupton, CO 80621	


City Official

7019 2970 0001 1463 5977

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Aims Community College
Street and Apt. No., or PO Box No.
PO Box 69
City, State, ZIP+4[®]
Greeley, CO 80632

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

FORT LUPTON CO
Postmark Here
AUG - 9 2024
80621

7019 2970 0001 1463 5946

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Central Ward County Water District
Street and Apt. No., or PO Box No.
7235 2nd Ave
City, State, ZIP+4[®]
Greeley, CO 80631

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

FORT LUPTON CO
Postmark Here
AUG - 9 2024
80621

7020 1290 0000 0719 6097

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Fort Lupton Fire Protection District
Street and Apt. No., or PO Box No.
1121 Denver Avenue
City, State, ZIP+4[®]
Fort Lupton, CO 80621

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

FORT LUPTON CO
Postmark Here
AUG 9 2024
80621

7019 2970 0001 1463 5953

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
High Plains Library District
Street and Apt. No., or PO Box No.
7650 W 79th St
City, State, ZIP+4[®]
Greeley, CO 80631

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

FORT LUPTON CO
Postmark Here
AUG - 9 2024
80621

7020 1290 0000 0719 6066

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Northern Colorado Water Conser. District
Street and Apt. No., or PO Box No.
220 Water Ave
City, State, ZIP+4[®]
Boulder, CO 80523

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

FORT LUPTON CO
Postmark Here
AUG - 9 2024
80621

7020 1290 0000 0719 6059

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

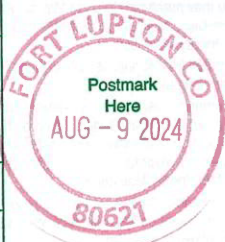
Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 4.10
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$.69
Total Postage and Fees	\$ 9.64

Sent To
Platte Valley Conservation District
Street and Apt. No., or PO Box No.
57 W Bromley Lane
City, State, ZIP+4[®]
Brighton, CO 80601

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

FORT LUPTON CO
Postmark Here
AUG 9 2024
80621

7019 2970 0001 1463 5939

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ <u>4.85</u>	
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy) \$ <u>4.10</u>	
☐ Return Receipt (electronic) \$ _____	
☐ Certified Mail Restricted Delivery \$ _____	
☐ Adult Signature Required \$ _____	
☐ Adult Signature Restricted Delivery \$ _____	
Postage \$ <u>.69</u>	
Total Postage and Fees \$ <u>9.64</u>	
Sent To <u>Weld County</u>	
Street and Apt. No., or PO Box No. <u>1000 St</u>	
City, State, ZIP+4® <u>Fort Lupton CO 80621</u>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7020 1290 0000 0719 6110

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ <u>4.85</u>	
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy) \$ <u>4.10</u>	
☐ Return Receipt (electronic) \$ _____	
☐ Certified Mail Restricted Delivery \$ _____	
☐ Adult Signature Required \$ _____	
☐ Adult Signature Restricted Delivery \$ _____	
Postage \$ <u>.69</u>	
Total Postage and Fees \$ <u>9.64</u>	
Sent To <u>Weld County RE-8 School District</u>	
Street and Apt. No., or PO Box No. <u>301 Reynolds Street</u>	
City, State, ZIP+4® <u>Fort Lupton CO 80621</u>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



Planning & Building

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

Phone: 720.928.4003
Fax: 303.857.0351

CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for an annexation referred to as the **Silver Lining Annexation**, located **10750 County Road 24 ½**, 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, **August 22**, at 6:00 P.M., and before the City Council on Tuesday, **September 3**, 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: SILVER LINING ANNEXATION

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

Annexation No. 1

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO.

1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

BEGINNING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995;

THENCE SOUTH 0°23'05" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, A DISTANCE OF

30.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE SOUTH 0°23'05" EAST A DISTANCE OF 2010.53 FEET;

THENCE DEPARTING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, SOUTH 89°48'15" WEST A DISTANCE OF 610.00 FEET;

THENCE SOUTH 0°23'05" EAST A DISTANCE OF 553.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 24;

THENCE ALONG SAID NORTH LINE, SOUTH 89°48'15" WEST A DISTANCE OF 686.13 FEET TO A POINT ON THE WESTERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2;

THENCE ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 2, NORTH 0°45'15" WEST A DISTANCE OF 1252.40 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°34'00" EAST, A DISTANCE OF 675.00 FEET;

THENCE NORTH 0°45'15" WEST A DISTANCE OF 409.79 FEET; THENCE NORTH 89°34'00" EAST A DISTANCE OF 556.85 FEET; THENCE NORTH 0°23'05" WEST A DISTANCE OF 601.00 FEET; THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET;

THENCE NORTH 89°34'00" EAST A DISTANCE OF 184.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.561 ACRES.

Annexation No. 2

A PARCEL OF LAND, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF LOT B, RECORDED EXEMPTION NO.

1311-2-4-RE2788, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., MONUMENTED WITH A NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 - 1995 AT BOTH ENDS OF THE LINE, AS BEARING NORTH 89°34'00" EAST, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

COMMENCING AT CENTER-EAST 1/16 CORNER OF SAID SECTION 2, BEING A FOUND NO. 5 REBAR AND 2" ALUMINUM CAP MARKED LS 25937 – 1995;

THENCE SOUTH 80°15'07" WEST, A DISTANCE OF 185.35 FEET TO THE POINT OF BEGINNING OF THE

PARCEL; THENCE SOUTH 89°34'00" WEST A DISTANCE OF 453.37 FEET;

THENCE SOUTH 0°45'15" EAST A DISTANCE OF 896.01

FEET; THENCE NORTH 89°34'00" EAST A DISTANCE OF

556.85 FEET; THENCE NORTH 0°23'05" WEST A

DISTANCE OF 601.00 FEET;

THENCE NORTH 20°42'49" WEST, A DISTANCE OF 314.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.144 ACRES.

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

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

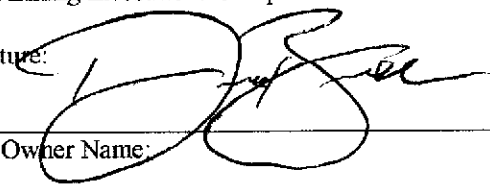
As part of this petition, your petitioners further state to the City Council that:

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Fort Lupton.
 - b. A community of interest exists between the area proposed to be annexed and the City of Fort Lupton.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Fort Lupton.
 - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way
 - ii. Comprises twenty acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - f. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality.
 - g. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - h. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - i. The territory to be annexed is 49.99 acres, more or less, in total area.

- j. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.
 - k. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - l. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
 4. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.
 5. The zoning classification requested for the area proposed to be annexed is LOT1-3 R-1, LOT 4 AG, as shown on the annexation map attached hereto and incorporated herein.
 6. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
 7. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion. Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

8. The non-refundable annexation application fee of \$__2500_ is tendered herewith.

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

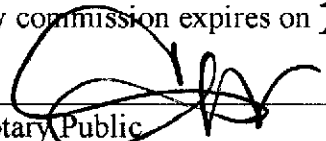
1	Land Owner Name: Silver Lining Investment Group Signature: 	Mailing Address (street, city, state, ZIP): 16068 cinnamon Circle, Mead, Co 80542 Date of signing: July - 14 - 2024
2	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
3	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
4	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP Code): Date of signing:

(Additional sheets may be attached if necessary.)

The foregoing signature(s) was/were subscribed and sworn to before me this 14th day of July, 2024, by

Witness my hand and official seal.

My commission expires on 23 January 2027


Notary Public

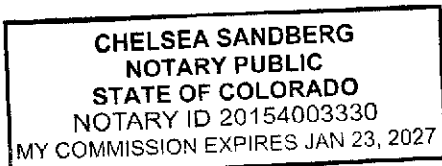
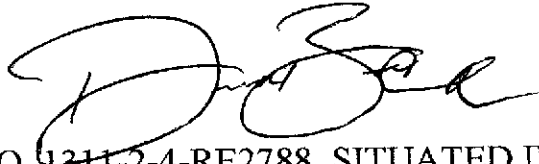


Exhibit A

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

Land Owned by Land Owner 1:



Derek Barnes/Silver Lining Investment Group

LOT B, RECORDED EXEMPTION NO. 4311-2-4-RE2788, SITUATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6 TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO

Land Owned by Land Owner 2:

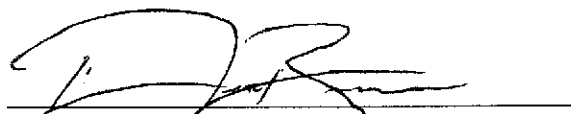
Land Owned by Land Owner 3:

Land Owned by Land Owner 4:

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

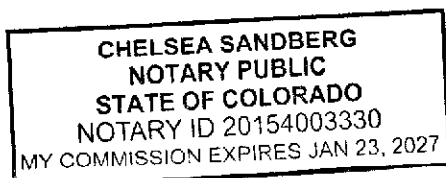
Derek Barnes, being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.

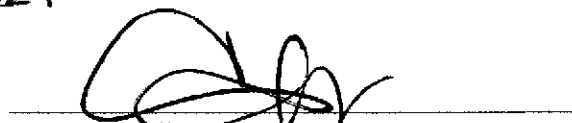

(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 14th day of July, 2024, by Derek Barnes.

Witness my hand and official seal.

My commission expires on 23 January 2027




Notary Public



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 720.928.4003
Fax: 303.857.0351

www.fortluptonco.gov

Sign Posting Affidavit
Silver Lining Annexation
ANX24-002



Facing: Weld County Rd 74

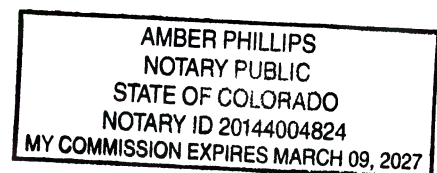
I, Magaly Morales-Tejada hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 6th day of August, 2024.


Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by Magaly Morales-Tejada this 16 day of August, 2024. Witness my hand and seal.

My commission expires March 9, 2024


Notary Public





SUBJECT FOR DISCUSSION

Approving a Resolution for a Non-Exclusive Master License Agreement for Fiber Networks with Intrepid Fiber Networks.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

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

FINANCIAL CONSIDERATIONS

This agreement does not create a financial obligation or benefit for the City.

LEGAL/POLITICAL CONSIDERATIONS

Legal has reviewed the Agreement.

ALTERNATIVES/OPTIONS

The City Council has three options:

- A) Approve the Non-Exclusive Master License Agreement for Fiber Networks.
- B) Reject the license agreement.
- C) Delay action on the license agreement to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approving the agreement.

Attachments:

- a. Proposed Resolution
- b. Non-Exclusive Master License Agreement for Fiber Networks

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2024Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING A NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS BETWEEN THE CITY OF FORT LUPTON AND INTREPID FIBER NETWORKS

WHEREAS, Intrepid Fiber Networks (“Intrepid”) is a fiber-based telecommunications network which desires to install network and equipment in selected right of ways to serve its customers within the City of Fort Lupton (the “City”); and

WHEREAS, the City agrees to permit Intrepid to install its network and equipment within the City subject to a Master License Agreement which sets forth the terms and conditions of Intrepid’s location, construction, operation, relocation and removal of its network and equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fort Lupton, Colorado hereby approves the agreement between the City of Fort Lupton and Intrepid Fiber Networks.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 3rd 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

NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS

THIS MASTER RIGHT-OF-WAY USE AGREEMENT ("Use Agreement") is dated as of the 3rd day of September 2024 (the "Effective Date"), and entered into by and between the **CITY OF FORT LUPTON**, a Colorado municipal corporation with an address of 130 S. McKinley Ave, Fort Lupton, CO 80621 (the "City"), and **INTREPID FIBER NETWORKS** (the "Company").

RECITALS

A. The City is the owner of a property interest ("Property") for public right-of-way ("R.O.W."), and desires to protect and preserve the R.O.W. The City further maintains police power authority to regulate access to and use of the R.O.W. in a manner that protects the public health, safety, and welfare, consistent with Applicable Law.

B. Company owns, maintains, operates, and controls, in accordance with regulations promulgated by the Federal Communications Commission ("F.C.C."), a fiber-based telecommunications Network or Networks serving the Company's customers.

C. For the purpose of operating the network, the Company desires the City's permission to locate, place, attach, install, operate, control, maintain, and repair Equipment in the Public Right-of-Way (as defined in § I. Definitions below) in the locations detailed in Supplemental Sites Licenses as shown on **Exhibit B**.

D. The City desires to grant to Company a non-exclusive license ("License") for the above-stated purpose, upon the terms and conditions contained below, and in accordance with Applicable Law.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

I. DEFINITIONS

The following definitions shall apply generally to the provisions of this Use Agreement.

"Applicable Law" means all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or several jurisdiction over the parties to this Agreement.

"Claims" means (1) losses, liabilities, and expenses of any sort, including attorneys' fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any and all other costs or expenses.

"Equipment" means electronics equipment, transmission equipment, shelters, coaxial cables, mounts, generators, containment structures, hangers, pull boxes, conduit, pedestals, brackets, fiber optic cable, and other accessories and component equipment.

"Hazardous Substance" means any substance, chemical or waste that is identified as hazardous or toxic in any applicable federal, state, or local law or regulation, including but not limited to petroleum products and asbestos.

"Installation Date" shall mean the date that the first Equipment is installed by the Company pursuant to this Use Agreement.

"Network" or collectively "Networks" means one or more of the neutral-host, communication or telecommunication systems operated by the Company to serve its customers in the City.

Public Right-of-Way or "Right of Way" means the space in, upon, above, along, across, and below the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks, and bicycle lanes, including all public rights-of-way, utility easements, and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City. This term shall not include City parkland, open space, trails, state or federal rights of way, or any property owned by any person or entity other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such person or entity.

"Services" means the telecommunications services provided through the network by the Company to its residential and non-residential customers. Services also includes the lease of a Network, or any portion thereof, to another person or entity, or the provision of capacity or bandwidth on the System to another person or entity, provided that Company at all times retains exclusive control over the System and remains responsible for locating, servicing, repairing, relocating or removing its System pursuant to the terms of this Agreement. From time to time, the Company may enter into sales contracts with its customers to sell them additional services unrelated to its use of Equipment in the Public Right-of-Way, for example: engineering design, network consulting, or for the sale of hardware. Revenues from these additional engineering services and hardware are not considered to be "Services" for purposes of this Agreement.

"City" means the City of Fort Lupton, a Colorado statutory municipality.

II. TERM

A. This Use Agreement shall be effective as of the Effective Date and shall extend for a term of fifteen (15) years commencing on the Installation Date unless it is earlier terminated by either party in accordance with the provisions herein. Provided, however, that if the Company's Network is not operational and providing Services to customers within the City within two (2) years of the effective date of this Use Agreement, this Use Agreement may be terminated by the City, in its sole discretion, upon thirty (30) days written notice. Upon expiration of the initial term, the Agreement may be extended for an additional agreed-upon period of time upon the mutual execution by the Parties of a new agreement.

III. SCOPE OF AGREEMENT

A. All rights expressly granted to the Company under this Agreement, which shall be exercised at the Company's sole cost and expense, shall be subject to the City's lawful exercise of its police powers and the prior and continuing right of the City under applicable Laws to use any and all parts of the Public Right-of-Way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, leases, licenses, permits, franchises, encumbrances, and claims of title of record which may affect the Public Right-of-Way. Nothing in this Agreement shall be deemed to grant convey, create, or vest in the Company a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement shall be subject to the reasonable prior review and approval of the City and shall conform with applicable laws and regulations. Nothing in this Agreement shall be deemed to grant a franchise, nor permit the City to collect a franchise fee. This Agreement does not grant a Franchise or other right to utilize the Public Right-of-Way to construct a cable system, provide cable or other video programming services, construct a wireless communications facility, or provide wireless communications services.

B. Applicability of City Site Planning Process. Nothing in this Agreement shall waive or modify the Company's obligation to comply with the City's regular site plan process, in the placement of the Company's Equipment.

C. No Interference. The Company in the performance and exercise of its rights and obligations under this Agreement shall not interfere in any manner with the current or future existence and operation of any and all public and private rights of way (except in the case where the Company's rights are prior or superior to such private right of way), sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, cable television, and other communications, utility, or municipal property, without the Express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement.

D. Compliance with Laws. The Company shall comply with all Applicable Laws in the exercise and performance of its rights and obligations under this Agreement.

E. Utility Notification Center. Prior to undertaking any work pursuant to this Agreement, the Company shall take all actions necessary to become a tier 1 member of the Utility Notification Center of Colorado, and comply with and adhere to local procedures, customs, and practices relating to the one call locator service program established in C.R.S. Section 9-1.5-101, et seq., as such may be amended from time to time.

IV. CONSTRUCTION

A. The Company intends to install its Network and Equipment at the locations set forth on the plan and profile approved by the City and submitted as a request for supplemental site license. The Company shall be required to obtain a supplemental site license for each Equipment location by submitting all information required by **Exhibit A** prior to beginning construction. The City will authorize the Company to commence construction with the grant of a supplemental site license and the provision of all necessary permits. Approved supplemental site licenses will be attached to this document as part of **Exhibit B**. The Company shall comply with all applicable federal State, and City technical specifications and requirements and all applicable State and local codes related to the construction, installation, operation, maintenance, and control of the Company's Equipment installed in the Public Rights-of-Way.

B. Obtaining Required Permits. If the attachment, installation, operation, maintenance, or location of the Equipment in the Public Right-of-Way shall require any permits, the Company shall, if required under Applicable Law, apply for the appropriate permits and pay any standard and customary permit fees. The City shall respond to the Company's requests for permits in the ordinary course of its business and shall otherwise cooperate with the Company in facilitating the deployment of the network in the Public Right-of-Way in a reasonable and timely manner. As a condition of obtaining any permit that involves digging or other excavation in the Public Right-of-Way, the Company shall physically identify the horizontal and vertical locations of any other existing underground utility or other facilities in the Public Right-of-Way in the proximity of the proposed work area and illustrate such locations on plan and profile drawings also illustrating the proposed Equipment in accordance with **Exhibit A**. Such drawings shall be provided to the City with each request for a supplemental site license. For each supplemental site license, Licensee shall submit construction drawings prepared by an engineer licensed in the state of Colorado for review no less than thirty (30) days prior to beginning construction. Construction shall not begin until written confirmation of the grant of a supplemental site license by the City and the acquisition of all necessary permits.

C. Blasting. Licensee shall not do or permit to be done any blasting above, underneath, or near the Property without first having received written permission from

Licensors. Any blasting shall be done in the presence of a representative of Licensors and in accordance with directions such representative may give for the protection or safety of facilities in the area.

D. Location of Licensed Facilities. All Licensed Facilities shall be placed a minimum of: (i) ten(10) feet, measured horizontally, from existing and known planned storm sewer, sanitary sewer, and potable and non-potable water lines; and eighteen (18) inches, measured vertically, above or below, existing and known planned storm sewer, sanitary sewer, and potable and non-potable water lines and wherever possible at perpendicular crossings.

V. RELOCATION AND REMOVAL OF EQUIPMENT

A. Relocation and Displacement of Equipment. The Company understands and acknowledges that City may require the Company to relocate one or more of its Equipment installations. The Company shall at City's direction relocate such Equipment at the Company's sole cost and expense not later than one hundred and twenty (120) days after receiving written notice that the City reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a public facility or Public Right-of-Way; (b) because the Equipment is interfering with or adversely affecting proper operation of street lights, traffic signals, governmental communications networks or other City property; or (c) to protect or preserve the public health or safety. In any such case, City shall use its best efforts (but shall not be required to incur financial costs) to afford the Company a reasonably equivalent alternate location. If the Company shall fail to relocate any Equipment as requested by the City within one hundred and twenty (120) days after the above-referenced notice in accordance with this subsection, City shall be entitled to relocate the Equipment at the Company's sole cost and expense, without further notice to the Company. To the extent the City has actual knowledge thereof, the City will attempt promptly to inform the Company of the displacement or removal of any pole on which any Equipment is located.

B. Abandonment. If Company abandons the use of Equipment for a period of six (6) or more consecutive months, the Equipment shall be removed at the expense of Company. In the event Company is unable or refuses to remove such Equipment when requested by the City, the City may authorize removal and Company shall be responsible for all costs incurred for such removal.

C. Damage and Restoration. Unless otherwise provided by City rules, regulations, and ordinances, whenever the removal or relocation of Equipment is required or permitted under this Agreement and such removal or relocation causes the Public Right-of-Way to be damaged, or whenever Company, in connection with any of its operations, causes damage to the R.O.W. or any other City property the Company, at its sole cost and expense, and within thirty (30) days after such damage occurs, repair the damage and return the Public

Right-of-Way in which the Equipment is located to a safe and satisfactory condition in accordance with Applicable Law. If the damage is determined by the City to be impacting the public health and safety, the City may perform or cause to be performed such reasonable and necessary repairs on behalf of the Company and to charge the Company for the proposed costs to be incurred or the actual costs incurred by the City at City's standard rates. If the Company does not repair the damage as described herein, then the City shall have the option, upon fifteen (15) days' prior written notice to the Company, to perform or cause to be performed such reasonable and necessary work on behalf of the Company and to charge the Company for the proposed costs to be incurred or the actual costs incurred by the City at City's standard rates. Upon the receipt of a demand for payment by the City, the Company shall promptly reimburse the City for such costs. In the case of fire, disaster, or other emergency impacting the public health and safety as solely determined by the City, the City may remove or disconnect the Company's Equipment located in the Public Right-of-Way or on any other property of the City. To the extent feasible as a result of any emergency, the City shall provide reasonable notice to the Company prior to taking such action and, if the situation safely permits, shall provide the Company with the opportunity to perform such action within twenty-four (24) hours unless in the City's reasonable discretion, the imminent threat to public health safety or welfare makes such notice impractical.

D. Removal of Equipment. Upon sixty (60) days written notice by the City pursuant to the expiration or earlier termination of this Agreement, the Company shall promptly, safely and carefully remove the Equipment and Network in the Public Right-of-Way. If the Company fails to complete this removal work on or before the sixty (60) days subsequent to the issuance of notice pursuant to this Section, then the City, upon written notice to the Company, shall have the right at the City's sole election, but not the obligation, to perform this removal work and charge the Company for the actual costs and expenses, including, without limitation, reasonable administrative costs. The Company shall pay to the City actual costs and expenses incurred by the City in performing any removal work and any storage of the Company's property after removal within sixty (60) days after the date of a written demand for this payment from the City. After the City receives the reimbursement payment from the Company for the removal work performed by the City, the City shall promptly return to the Company the property belonging to the Company and removed by the City pursuant to this Section at no liability to the City. If the City does not receive reimbursement payment from the Company as set forth above, or if City does not elect to remove such items at the City's cost after the Company's failure to so remove, any items of the Company's property remaining on or about the Public-Right-of-Way may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner permitted by Law. Alternatively, the City may elect to take title to abandoned property, provided that the Company shall submit to the City an instrument satisfactory to the City transferring to the City the ownership of such property. The provisions of the Section shall survive the expiration or earlier termination of this Agreement. Unless removed by the City as set forth herein, the Company may remove its Equipment from the Public-Right-of-Way at any time at its discretion provided that any such removal is in compliance with applicable

zoning and permitting requirements.

VI. OTHER UTILITIES

A. The Company agrees and understands that if the City has permitted or allowed natural gas gathering, storage, transmission, distribution, or related facilities on the Property, the Company has been fully advised by the City that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. The Company shall advise all of its employees, agents, contractors and other persons who enter upon the Property the existence and nature of such natural gas facilities and the potential danger and risk involved.

B. The Company agrees and understands that any natural gas facilities, if located on the Property may be subject to cathodic protection by rectifier and related anode beds, and that the City shall not be liable for stray current or interfering signals induced in the licensed facility as a result of the operating of the cathodic protection system.

C. The Company agrees and understands that if the City has permitted and allowed to be constructed electric transmission, distribution, or related facilities on the Property, the Company has been fully advised by the City that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. The Company shall advise all of its employees, agents, contractors, and other persons who enter upon the Property of the existence and nature of such electric facilities and the potential danger and risk involved.

VII. HAZARDOUS SUBSTANCES

A. The Company agrees that the Company, its contractors, subcontractors and agents, will not use, generate, store, produce, transport, or dispose of any Hazardous Substance on, under, about or within the area of the Property or the R.O.W. in which it is located in violation of any Applicable Laws. Except to the extent of the negligence or intentional misconduct of the City, the Company will pay, indemnify, defend, and hold the City harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by the Company pursuant to this Agreement. The Company will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed, and otherwise permitted to perform those services. The Parties recognize that the Company is only using a small portion of the R.O.W. and that the Company shall not be responsible for any environmental condition or issue except to the extent resulting from the Company's, its agents', or contractors' specific activities and responsibilities under this Agreement.

VIII. INDEMNIFICATION AND WAIVER

A. The Company shall indemnify, defend, protect, and hold harmless the City, its elected officials, officers, employees, agents, and contractors from and against any and all claims demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from the Company's activities undertaken pursuant to this Agreement.

B. Waiver of Claims. The Company waives any and all Claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the City.

C. Limitation of City's Liability. To the extent permitted by law, the City shall be liable only for the cost of repair to damaged Equipment arising from the gross negligence or willful misconduct of City, its employees, agents, or contractors and shall in no event be liable for indirect or consequential damages. The City does not waive any of the protections, immunities, or limitations afforded it by the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101et. seq.) as same may be amended from time to time.

D. Limitation of Company's Liability. In no event shall the Company be liable to the City for indirect or consequential damages.

E. Notice. The City shall give the Company timely written notice of the making of any Claim or of the commencement of any action, suit or other proceeding in connection with any Claim. In the event such Claim arises, the City shall tender the defense thereof to the Company and the Company shall consult and cooperate with the City Attorney's Office while conducting its defense. The City and any indemnified party shall cooperate fully therein with the Company's legal representative and shall be consulted on any settlements of Claims prior to the execution of any settlement agreements.

F. Separate Representation. If separate representation to fully protect the interests of both parties is or becomes necessary such as a conflict of interest between the Indemnified Party and the counsel selected by the Company to represent the City, the Company shall pay for all reasonable expenses incurred by the City as a result of such separate representation; provided, however, in the event separate representation becomes necessary, the City shall select its own counsel and any other experts or consultants, subject to the Company's prior approval, which shall not be unreasonably withheld. The City's expenses hereunder shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents but shall

not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by the Company.

IX. INSURANCE

A. Required Coverages. The Company shall, and shall require its subcontractors to maintain substantially the same coverage with substantially the same limits as required of Company, obtain and maintain at its own cost and expense at all times during the term of this Agreement (a) Commercial General Liability insurance protecting the Company in an amount of Five Million Dollars (\$5,000,000) per occurrence (combined single limit), for bodily injury and property damage, and Five Million Dollars (\$5,000,000) general aggregate including personal and advertising injury liability and products-completed operations; (b) Commercial Automobile Liability covering all owned hired and non-owned autos in an amount of Five Million Dollars (\$5,000,000) combined single limit each accident for bodily injury and property damage; (c) Statutory workers' compensation and employer's liability insurance in an amount of One Million Dollars (\$1,000,000) each accident/disease/policy limit. All required insurance policies shall include the City, its council members, officers, and employees as additional insureds as their interest may appear under this Agreement for any covered liability arising out of the Company's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims- made policies are not acceptable. Upon receipt of notice from its insurer(s) the Company shall use commercially reasonable efforts to provide the City with thirty (30) days' advance written notice of cancellation. Notwithstanding the foregoing upon sixty (60) days' prior notice to and review by the Company, the City may increase the aforementioned limits of insurance at any time in its reasonable discretion.

B. Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Agreement, the Company shall file with the City the required original certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

- I. The policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
- II. That the Company's insurance policies are primary as respects any other valid or collectible insurance that the City may possess including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
- III. That the Company's insurance policies waive any right of recovery the insurance company may have against the City.

The certificate(s) of insurance shall be mailed to the City at the address specified in § X below, and shall be updated annually within thirty (30) days of the anniversary of the Effective Date of this Agreement.

C. Insurer Criteria. Any insurance provider of the Company shall be admitted and authorized to do business in the State of Colorado and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a Financial Size Category of "VII". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

D. Severability of Interest. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

X. NOTICES

A. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered (a) through the United States mail, by first class mail, postage prepaid; or (b) by facsimile or email transmission if a hard copy of the same is followed by delivery through the U.S. mail or by overnight delivery service as just described, addressed as follows:

If to the City: City of Fort Lupton
Attn: City Administrator
130 South McKinley Avenue
Fort Lupton, CO 80621

And

If to Company: Intrepid Fiber Networks
Attn: Jeff Polachek
11001 W 120th Ave Ste 305
Broomfield, CO 80021

B. Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

C. Emergency Contact. The Company shall be available to the employees of any City department having jurisdiction over the Company's activities twenty-four (24) hours a

NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS
CITY OF FORT LUPTON AND INTREPID FIBER NETWORKS
PAGE 10 OF 17

day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The 24-hour emergency contact of the Company can be reached at Website: <http://hyperfiber.com/greenteam> or Number: (941) 289-2486

D. The Company shall provide to the City a new 24-hour telephone number pursuant to this Section 10 prior to changing telephone numbers.

XI. TERMINATION

This Agreement may be terminated by either party upon forty-five (45) days prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or if such default is not curable within forty-five (45) days if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) business days from receipt of notice. Except as expressly provided herein, the rights granted under this Agreement are irrevocable during the term.

XII. ASSIGNMENT/TRANSFER OF OWNERSHIP OR CONTROL

In this Section, the following words have the meanings indicated:

"Control" means actual working control in whatever manner exercised. "Control" includes, but may not necessarily require, majority stock ownership.

"Proposed Transferee" means a proposed purchaser, transferee, lessee, assignee or person acquiring ownership or control of this Agreement or of the Company.

A. The Company shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, this Agreement or any of the rights or privileges therein granted, without the prior consent of the City, except that such consent shall not be required for sales, transfers, leases, assignments, subleases or disposals to any parent, subsidiary, affiliate or any person, firm or corporation that shall Control, or be under common Control, with the Company. The consent required by the City shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by City. The Company shall provide no less than thirty (30) days written notice to the City of the details of any transaction described herein that requires City consent. Notwithstanding anything to the contrary in this Section, no City consent is required for transfers to non-affiliates that are currently operating in the City and are in full compliance of all obligations to the City. The Company shall provide no less than thirty (30) days written

notice to the City of a transaction covered in this Section to a non-affiliate that it believes is compliant with its obligations to the City.

B. The requirements of this Subsection shall not, except as set forth below, apply to any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensee. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days prior notice to the City. This Section shall apply to a change in control of the Company if the successor entity meets any of the following criteria, with a rebuttable presumption that a transfer of control has occurred upon the acquisition or accumulation by any person or group of persons of fifty-one percent (51%) or more of the voting shares of the Company:

- I. Has ever been convicted or held liable for acts involving deceit including any violation of federal, state, or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts; or
- II. Has ever had a judgment in an action for fraud, deceit or misrepresentation entered against the proposed transferee by any court of competent jurisdiction; or
- III. Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a network and/or equipment similar to that contemplated by this Agreement, except that any such Claims, suits, or proceedings relating to insurance Claims, theft of service, or employment matters need not be disclosed; or
- IV. Is financially insolvent; or
- V. Does not have the financial and technical capability to enable it to maintain and operate the network and equipment for the remaining term of this Agreement.

C. If the successor entity meets any of these criteria, the City's consent must be obtained to the transfer of this Agreement or any of the rights provided hereunder. The consent required shall not be unreasonably withheld or delayed but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by the City.

D. In seeking the City's consent to any change in ownership or control, the Company shall indicate whether it has failed to comply with any provision of this Agreement at any point during the term of this Agreement.

E. The consent or approval of the City to transfer by the Company does not

constitute a waiver or release of the rights of the City in or to its Public Right-of-Way or easements and any transfer shall by its own terms be expressly subject to the terms and conditions of this Agreement.

F. Any sale, transfer, or assignment of this Agreement will bind the successor in interest to the terms of this Agreement.

G. Notwithstanding anything contained in this Agreement, the Company may pledge the assets of the Network and Equipment for the purpose of financing provided that such pledge of assets shall not impair the Company or mitigate the Company's responsibility and capability to meet all its obligations under the provisions of this Agreement.

XIII. MISCELLANEOUS PROVISIONS

The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

A. A copy of the applicable supplemental site license shall be on the Property and available during the construction of any licensed facility.

B. Non-exclusive Use. The Company understands that this Agreement does not provide the Company with exclusive use of the Public Right-of-Way and that the City shall have the right to permit other providers of communications services to install equipment or devices in the Public Right-of-Way.

C. Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

D. Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

E. Federal and State Authorizations. The Company has obtained all government licenses, permits, and authorizations by the Federal Communications Commission which are required in order to provide the Services.

F. Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Colorado, without reference to its conflicts

of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Colorado, County of Weld, or only to the extent that provisions of federal law apply to the dispute, in the United States District Court for the District of Colorado.

G. Attorneys' Fees. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

H. Consent Criteria. In any case, where the approval or consent of one party hereto is required, requested, or otherwise to be given under this Agreement such party shall not unreasonably delay condition, or withhold its approval or consent.

I. Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

J. Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

K. Force Majeure. With respect to any provisions of this Agreement, the violation or non-compliance of any term of this Agreement which could result in the imposition of a financial penalty damages, forfeiture, or other sanction upon a party, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, pandemic, strike or other labor unrest or other events, the occurrence of which was not reasonably foreseeable by such party and is beyond such party's reasonable control.

L. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. Any prior oral or written agreements or licenses between the parties concerning use of the Public Right-of-Way is superseded by this Agreement.

** The remainder of this page is intentionally left blank. **

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

CITY OF FORT LUPTON

Zo Hubbard, Mayor

ATTEST:

Maricela Pena, City Clerk

APPROVED AS TO FORM:

Andy Ausmus, City Attorney

INTREPID FIBER NETWORKS



Jeffrey A. Polachek, CCO

EXHIBIT A

COMPANY SHALL PROVIDE THE FOLLOWING AS IS APPLICABLE TO BE CONSIDERED BY THE CITY IN WHETHER TO GRANT THE SUPPLEMENTAL SITE LICENSE:

1. Plan and profile drawings, engineering design, and specifications for installation of the Facility, including the equipment shelters, cables, conduit, pull boxes, pedestals, fiber runs, point of demarcation, electrical distribution panel, electric meter, electrical conduit and cabling, and all other associated equipment. Where applicable, the design documents shall include specifications on design and A.D.A. compliance.
 - a. The plot plan shall show existing sidewalk size, utilities, trees, traffic control signs and equipment, and other improvements.
2. The number, size, type, and proximity to all communications conduit(s) facilities and cables to be installed.
3. Description of the utility services required to support the facilities to be installed.
4. A typewritten legal description with (1) the Section, Township and Range, and County being affected, and if it is part of a subdivision, it shall also be stated; (2) the Point of Beginning to an established land corner or to a subdivision plat that is tied to an established land corner, with curves showing radius, delta, arc length and angle to radius point if curve is non-tangent, and area to be included in square feet; and (3) the legal description SIGNED and SEALED by a surveyor registered in the State of Colorado.
5. Completed Right-of-way Permit Application

ALL SUPPLEMENTAL SITE LICENSE MATERIALS SHALL BE LABELED WITH THE APPLICABLE SUPPLEMENTAL SITE ID NUMBER.

THE CITY WILL RETAIN ALL DOCUMENTATION FOR GRANTED SUPPLEMENTAL SITE LICENSES.

EXHIBIT B

SUPPLEMENTAL SITE LICENSES

THE FOLLOWING SUPPLEMENTAL SITE LICENSES HAVE BEEN GRANTED BY THE CITY:

SUPPLEMENTAL SITE ID NO.	DATE GRANTED	APPROVED BY:



SUBJECT FOR DISCUSSION

Approve Capital Improvement Project Plans by Jacobs (OMI) Budgeted for 2024 for an Amount Not to Exceed \$241,285.00 from the Utility Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Jacobs (OMI) has obtained quotes and estimates related to the Capital Improvements Projects (CIP) budgeted in the Utility Fund for 2024. The amount budgeted overall is more than the projects will cost.

Capital Project	Budget	Estimated Cost	Over / Under	Comments
Critical Spares	\$ 30,000.00	\$ 29,254.42	\$ 745.58	
Asset Condition Assessment	\$ 40,000.00	\$ 9,930.00	\$ 30,070.00	Using Jacobs regional maintenance. Bypassed an expensive report, which saved a lot of money. Instead, we'll just develop maintenance strategies and a replacement plan for all critical equipment that's assessed.
Ross Valve	\$ 75,000.00	\$ 85,447.50	\$ (10,447.50)	Ross valve was more expensive than anticipated. We'll want to rebuild this valve to keep as a spare.
Perry Pit	\$ 15,000.00	\$ 6,672.39	\$ 8,327.61	Transducer and labor came in lower than expected.
Caustic Tank	\$ 10,000.00	\$ -	\$ 10,000.00	Original plan was to empty, clean, then refill tank because chemical hadn't been used in a couple years. After using the chemical over the last year, it's been determined the composition is fine and chemical is working as designed.
Radios	\$ 50,000.00	\$ 38,935.55	\$ 11,064.45	We will be installing cellular modems at all sites to improve existing radio system, which is unreliable.
Well Repairs	\$ 20,000.00	\$ 20,000.00	\$ -	We've recently identified some opportunities for capital funding and will probably utilize entire amount.
South Lift Station	\$ 50,000.00	\$ 51,045.05	\$ (1,045.05)	We had multiple quotes and the most reliable pump was the most expensive. However, this vendor is the sole proprietor of these pumps and we received a \$6,600 discount. This is also a company we've worked with in the past and have done great work for us.
Total	\$ 290,000.00	\$ 241,284.91	\$ 48,715.09	

Anticipated project starts is immediately.

FINANCIAL CONSIDERATIONS

The Utility Funds' 2024 budgets included the amounts shown above in the table.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the CIP plans by Jacobs
- B. Request more information.
- C. Do nothing

STAFF RECOMMENDATIONS

Staff recommends approving Jacob's CIP plans as shown for an amount not to exceed \$241,285.00 from the Utility Fund.

Attachments: a. Notice to Proceed Lettters

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Jacobs
12285 State Hwy 52
Fort Lupton, CO 80621
www.jacobs.com

August 13, 2024

Roy Vestal
City of Fort Lupton
130 S McKinley Ave
Fort Lupton, CO 80621

Subject: Out of Scope Services – Asset Condition Assessment

Dear Mr. Vestal:

OMI would like to propose the following out-of-scope services as further defined below. These services will comply with the requirements of the Operations, Maintenance and Management Agreement between Operations Management International, Inc. (OMI) and Fort Lupton Utility Enterprise Board (Owner) dated 6 August 2019.

Scope: OMI will perform an asset condition assessment on 49 critical assets.

Term: Services will commence upon the Owner giving OMI notice to proceed. Work is expected to be completed by the end of November 2024.

Price of Services: The price estimate based on time and materials terms is \$10,128.00. All non-labor direct costs will be billed at cost plus 15%. All labor shall be billed based on bill rates in the below table.

The price estimate is based on the following assumed labor hours and materials but is subject to change:

Labor	Bill Rate	Hours	Price
Regional Maintenance	\$120	80	\$9,600
Lead Operator	\$66	8	\$330
Labor Subtotal		88	\$9,930

Billing and Payment Terms: As defined in Section 5 of the Agreement, Owner shall be billed for these services upon completion of the work and payment will be due and payable within twenty (20) days following receipt of Jacobs invoice.

If these terms are agreeable to you, please sign and return this letter. We will return one fully executed original for your files.

Jacobs appreciates the opportunity to provide these additional services for the City of Fort Lupton.



August 13, 2024
Subject: Out of Scope Services – Asset Condition Assessment

Regards

AARON RICHARDSON
Project Manager
720-939-4494
Aaron.Richardson@jacobs.com

City of Fort Lupton	Operations Management International, Inc.
Authorized _____	Authorized _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____



Jacobs
12285 State Hwy 52
Fort Lupton, CO 80621
www.jacobs.com

August 15, 2024

Roy Vestal
City of Fort Lupton
130 S McKinley Ave
Fort Lupton, CO 80621

Subject: Out of Scope Services – Critical Spares

Dear Mr. Vestal:

OMI would like to propose the following out-of-scope services as further defined below. These services will comply with the requirements of the Operations, Maintenance and Management Agreement between Operations Management International, Inc. (OMI) and Fort Lupton Utility Enterprise Board (Owner) dated 6 August 2019.

Scope: OMI will procure the following critical / spare equipment:

- CIP Motor
- CL17 and SC4500 Analyzer
- pH and Conductivity Analyzer
- LMI Chemical Pump
- Air Compressor Spare Rebuild Kit
- pH Sensor

Term: Services will commence upon the Owner giving OMI notice to proceed. Work is expected to be completed by the end of September 2024.

Price of Services: The price estimate based on time and materials terms is \$29,858.42. All non-labor direct costs will be billed at cost plus 15%.

The price estimate is based on the following assumed labor hours and materials but is subject to change:

Labor	Bill Rate	Hours	Price
Operator	\$44		
Project Manager	\$151	4	\$604
Lead Operator	\$66		
Labor Subtotal		4	\$604
Materials/Parts/Subcontractor	Raw Cost	Markup	Price
Water Tech Group	\$6,500.00	1.15	\$7,475.00
Hach	\$13,748.02	1.15	\$15,810.22
LMI	\$1,774.38	1.15	\$2,040.54
Atlas Copco	\$3,416.23	1.15	\$3,928.66
Nonlabor Subtotal	\$25,438.63	1.15	\$29,254.42



August 15, 2024
Subject: Out of Scope Services – Critical Spares

Billing and Payment Terms: As defined in Section 5 of the Agreement, Owner shall be billed for these services upon completion of the work and payment will be due and payable within twenty (20) days following receipt of Jacobs invoice.

If these terms are agreeable to you, please sign and return this letter. We will return one fully executed original for your files.

Jacobs appreciates the opportunity to provide these additional services for the City of Fort Lupton.

Regards

AARON RICHARDSON
Project Manager
720-939-4494
Aaron.Richardson@jacobs.com

City of Fort Lupton	Operations Management International, Inc.
Authorized _____	Authorized _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____



Jacobs
12285 State Hwy 52
Fort Lupton, CO 80621
www.jacobs.com

August 13, 2024

Roy Vestal
City of Fort Lupton
130 S McKinley Ave
Fort Lupton, CO 80621

Subject: Out of Scope Services – Perry Pit

Dear Mr. Vestal:

OMI would like to propose the following out-of-scope services as further defined below. These services will comply with the requirements of the Operations, Maintenance and Management Agreement between Operations Management International, Inc. (OMI) and Fort Lupton Utility Enterprise Board (Owner) dated 6 August 2019.

Scope: OMI will work together with Kuchar Electric to procure and install a digital level transducer at the Perry Pit.

Term: Services will commence upon the Owner giving OMI notice to proceed. Work is expected to be completed by the end of November 2024.

Price of Services: The price estimate based on time and materials terms is \$7,606.39. All non-labor direct costs will be billed at cost plus 15%. All labor shall be billed based on bill rates in the below table.

The price estimate is based on the following assumed labor hours and materials but is subject to change:

Labor	Bill Rate	Hours	Price
Project Manager	\$151	4	\$604
Lead Operator	\$66	5	\$330
Labor Subtotal	\$631.49	9	\$934
Materials/Parts/Subcontractor	Raw Cost	Markup	Price
Transducer / Kuchar	\$5,802.08	1.15	\$6,672.39
Nonlabor Subtotal	\$5,802.08	1.15	\$6,672.39

Billing and Payment Terms: As defined in Section 5 of the Agreement, Owner shall be billed for these services upon completion of the work and payment will be due and payable within twenty (20) days following receipt of Jacobs invoice.



August 13, 2024
Subject: Out of Scope Services – Perry Pit

If these terms are agreeable to you, please sign and return this letter. We will return one fully executed original for your files.

Jacobs appreciates the opportunity to provide these additional services for the City of Fort Lupton.

Regards

AARON RICHARDSON
Project Manager
720-939-4494
Aaron.Richardson@jacobs.com

City of Fort Lupton

Authorized _____
Name _____
Title _____
Date _____

Operations Management International, Inc.

Authorized _____
Name _____
Title _____
Date _____



Jacobs
12285 State Hwy 52
Fort Lupton, CO 80621
www.jacobs.com

August 13, 2024

Roy Vestal
City of Fort Lupton
130 S McKinley Ave
Fort Lupton, CO 80621

Subject: Out of Scope Services – Radio Upgrades

Dear Mr. Vestal:

OMI would like to propose the following out-of-scope services as further defined below. These services will comply with the requirements of the Operations, Maintenance and Management Agreement between Operations Management International, Inc. (OMI) and Fort Lupton Utility Enterprise Board (Owner) dated 6 August 2019.

Scope: OMI will work together with Browns Hill to procure and install cellular modems at all lift stations, wells, WWTP and WTP.

Term: Services will commence upon the Owner giving OMI notice to proceed. Work is expected to be completed by the end of November 2024.

Price of Services: The price estimate based on time and materials terms is \$39,869.55. All non-labor direct costs will be billed at cost plus 15%. All labor shall be billed based on bill rates in the below table.

The price estimate is based on the following assumed labor hours and materials but is subject to change:

Labor	Bill Rate	Hours	Price
Project Manager	\$151	4	\$604
Lead Operator	\$66	5	\$330
Labor Subtotal		4	\$934
Materials/Parts/Subcontractor	Raw Cost	Markup	Price
Browns Hill / Cellular Modems / Install	\$33,857.00	1.15	\$38,935.55
Nonlabor Subtotal	\$33,857.00	1.15	\$38,935.55

Billing and Payment Terms: As defined in Section 5 of the Agreement, Owner shall be billed for these services upon completion of the work and payment will be due and payable within twenty (20) days following receipt of Jacobs invoice.



August 13, 2024
Subject: Out of Scope Services – Radio Upgrades

If these terms are agreeable to you, please sign and return this letter. We will return one fully executed original for your files.

Jacobs appreciates the opportunity to provide these additional services for the City of Fort Lupton.

Regards

AARON RICHARDSON
Project Manager
720-939-4494
Aaron.Richardson@jacobs.com

City of Fort Lupton

Operations Management International, Inc.

Authorized _____
Name _____
Title _____
Date _____

Authorized _____
Name _____
Title _____
Date _____



Jacobs
12285 State Hwy 52
Fort Lupton, CO 80621
www.jacobs.com

August 13, 2024

Roy Vestal
City of Fort Lupton
130 S McKinley Ave
Fort Lupton, CO 80621

Subject: Out of Scope Services – South Lift Station

Dear Mr. Vestal:

OMI would like to propose the following out-of-scope services as further defined below. These services will comply with the requirements of the Operations, Maintenance and Management Agreement between Operations Management International, Inc. (OMI) and Fort Lupton Utility Enterprise Board (Owner) dated 6 August 2019.

Scope: OMI will work together with Water Technologies Group to procure and install a submersible chopper pump in the south lift station. This will replace one of existing pumps, which will be utilized as a spare.

Term: Services will commence upon the Owner giving OMI notice to proceed. Work is expected to be completed by the end of November 2024.

Price of Services: The price estimate based on time and materials terms is \$51,649.05. All non-labor direct costs will be billed at cost plus 15%. All labor shall be billed based on bill rates in the below table.

The price estimate is based on the following assumed labor hours and materials but is subject to change:

Labor	Bill Rate	Hours	Price
Project Manager	\$151	4	\$604
Labor Subtotal		4	\$604
Materials/Parts/Subcontractor	Raw Cost	Markup	Price
Water Tech Group	\$44,795.97	1.15	\$51,045.05
Nonlabor Subtotal	\$44,795.97	1.15	\$51,045.05

Billing and Payment Terms: As defined in Section 5 of the Agreement, Owner shall be billed for these services upon completion of the work and payment will be due and payable within twenty (20) days following receipt of Jacobs invoice.



August 13, 2024
Subject: Out of Scope Services – South Lift Station

If these terms are agreeable to you, please sign and return this letter. We will return one fully executed original for your files.

Jacobs appreciates the opportunity to provide these additional services for the City of Fort Lupton.

Regards

AARON RICHARDSON
Project Manager
720-939-4494
Aaron.Richardson@jacobs.com

City of Fort Lupton

Operations Management International, Inc.

Authorized _____
Name _____
Title _____
Date _____

Authorized _____
Name _____
Title _____
Date _____



Upcoming Events

September 4, 2024	Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m.
September 6, 2024	Trapper Days Golf Tournament- Coyote Creek Golf Course, 8:00 a.m.
September 7, 2024	The Tomato Festival and Market at Trapper Days
September 12, 2024	Senior/Disabled Curbside Trash Pickup
September 14, 2024	Fall Clean-up Day- 800 12 th Street, 8:00 am. – 12:00 p.m.