



**City of Fort Lupton
City Council
REGULAR MEETING AGENDA
Tuesday, October 20, 2020
7:00 PM
130 South McKinley Avenue**

Zo Stieber, Mayor
Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Mike Sanchez, Ward 3
David Crespín, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

To Join Remotely, Register for the City Council Meeting at:

- a. <https://attendee.gotowebinar.com/register/3302585894167381776>

After registering, you will receive a confirmation email containing information about joining the webinar.

Pledge of Allegiance

Call to Order - Roll Call

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

Approval of Agenda

Review of Accounts Payables

- a. 10202020 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. 10062020 City Council Meeting Minutes
- b. AM 2020-175 Approving a Resolution for Fee Adjustment on Shelter Rentals and Field Rentals for the Fort Lupton Recreation Center Department Effective January 1, 2020
- c. AM 2020-178 Approve a Resolution Ratifying the Appointment of Kathy Kvasnicka as a Member of the Fort Lupton Urban Renewal Authority to Serve as a Resident Representative for a Term Expiring February 18, 2024
- d. AM 2020-174 Approve Windy Gap Firing Project Allotment Contract for 1190 Units

- e. AM 2020-176 Authorize the Mayor to Execute an Agreement to Lease 200 Equivalent Colorado Big Thompson Water Units to Platte River Power Authority at no Charge in Consideration for a Purchase Agreement of Windy Gap Units

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 Stieber

- a. AM 2020-179 Approving a Resolution for the 641 14th Street 7-Eleven Site Plan
- b. AM 2020-180 Approving a Resolution for the AutoZone Site Plan

Action Memorandum

- a. AM 2020-177 Approving the Purchase of New Range Ball Machine for Coyote Creek Golf Course

Staff Reports

Mayor/Council Reports

Future City Events

- a. 10202020 Upcoming Events

Adjourn

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 6, 2020**

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, October 6, 2020. Due to the COVID-19 virus, the meeting was held with remote access provided through GoToWebinar. Mayor Zo Stieber called the meeting to order at 7:02 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

After technical difficulties, roll call was taken at 7:15 p.m.

Mari Peña, City Clerk, called the roll. Those present were Mayor Zo Stieber, Councilmembers Michael Sanchez Bruce Fitzgerald and Chris Ceretto. Councilmembers Tommy Holton and David Crespin participated remotely through GoToWebinar. Shannon Rhoda joined the meeting remotely through GoToWebinar at 7:17 p.m.

Also present were City Administrator, Chris Cross, City Clerk, Mari Pena, City Attorney, Andy Ausmus, Chief John Fryar, and Finance Director, Leann Perino.

Assistant City Administrator, Glenda Aretxuloeta joined the meeting remotely through GoToWebinar.

PERSONS TO ADDRESS COUNCIL

Maggie Broadrick, who resides off County Road 14, stated that her daughter would be participating in barrel racing to qualify for the world finals in the Junior World Finals Rodeo in Fort Worth Texas. She asked the Council for a donation to help with her event. Mayor Stieber indicated that her request would be reviewed.

Due to audio issues, Councilmember Tommy Holton called in on his cell phone.

APPROVAL OF AGENDA

It was moved by Chris Ceretto and seconded by Bruce Fitzgerald to approve the Agenda as presented. Motion passed unanimously on roll call vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the October 6, 2020 payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by Michael Sanchez and seconded by Chris Ceretto to approve the Consent Agenda as amended with the following items: 09152020 City Council Meeting Minutes, Second Reading Ordinance 2020-1099 AN ORDINANCE ANNEXING LAND LEGALLY

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 6, 2020**

DESCRIBED IN EXHIBIT "A" KNOWN AS THE SMITH ANNEXATION AND APPROVING THE ANNEXATION AGREEMENT, Second Reading Ordinance 2020-1100 AN ORDINANCE INITIALLY ZONING LAND KNOWN AS THE SMITH INITIAL ZONING LEGALLY DESCRIBED IN EXHIBIT A TO THE 'A' AGRICULTURAL ZONE DISTRICT, Approving the Weld County Terminal Services Agreement with Weld County Sheriff's Office Records (AM 2020-166), Approve Payment to Weld County for the State Highway 52 Planning & Environmental Linkages (PEL) Study and Access Control Plan (ACP) to be Paid from the General Fund for an Amount not to Exceed \$28,000 (AM 2020-167), Approve an Agreement with Integral Recoveries, Inc. to Provide Collection Services for the Recreation Department (AM 2020-170). Motion passed unanimously on roll call vote.

ACTION AGENDA

AM 2020-169 An Ordinance to Accept Right of Way from Richard Allen and Deborah L Smith for 190 Feet of the Northern Portion of County Road 24

The Smith Special Use Permit Site Plan was required to dedicate Right of Way along County Road 24 as part of the planning process approved with Resolution No. 2020R065 on September 1, 2020.

It was moved by Tommy Holton and seconded by David Crespino to approve Ordinance 2020-1101 A ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE RICHARD ALLEN AND DEBORAH L. SMITH PUBLIC RIGHT OF WAY DEDICATION FOR COUNTY ROAD 24. Motion passed unanimously on roll call vote.

AM 2020-171 Approving a Resolution Establishing All of the City of Fort Lupton as the Neighborhood for the Application Submitted by SGH Dhillon & 7-Eleven, Inc. dba 7-Eleven Store 41243A for a Fermented Malt Beverage License Application at 1400 2nd Street and Setting a Public Hearing for November 3, 2020 for Consideration of the Application

Under CRS §44-3-301 the Local Licensing Authority, before granting any license, shall consider the reasonable requirements of the neighborhood and the desire of the adult inhabitants as evidenced by petitions, remonstrances, or otherwise, and all other reasonable restrictions that are or may be placed upon the neighborhood by the local licensing authority.

Upon receipt of an application the local licensing authority shall schedule a public hearing upon the application not less than thirty days from the date of the application and shall post and publish the public notice thereof not less than 10 days prior to the hearing.

Staff suggests the City Council, acting as the Local License Authority Board, set all of the City of Fort Lupton as the neighborhood that will be affected by the license. The needs of the neighborhood and desires of the inhabitants are to be considered at the hearing.

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 6, 2020

It was moved by Tommy Holton and seconded by Bruce Fitzgerald to approve Resolution 2020R068 A RESOLUTION OF THE FORT LUPTON CITY COUNCIL, ACTING AS THE LOCAL LIQUOR LICENSING AUTHORITY, ESTABLISHING ALL OF THE CITY OF FORT LUPTON AS THE NEIGHBORHOOD FOR THE APPLICATION SUBMITTED BY SGH DHILLON, INC & 7-ELEVEN, INC., DBA 7-ELEVEN STORE 41243A FOR A FERMENTED MALT BEVERAGE LICENSE AND SETTING A PUBLIC HEARING FOR NOVEMBER 3, 2020, FOR CONSIDERATION OF THE APPLICATION. Motion passed unanimously on roll call vote.

AM 2020-168 Approving Repairs for Well 5 by Quality Well and Pump for an Amount not to Exceed \$22,200.84 Allocated from the Utility Fund

The City has 5 non-potable wells that are connected to the non-potable system. This water is used for irrigation and industrial use. Well 5 is at 451 Kahil Street south of the High School ball fields. This Well has failed and does not pump any water. This Well is a vertical turbine pump with a motor on top and a drive shaft inside the Column going down to the pump at the bottom of the Well. Jacobs and Quality Well and Pump checked the Well and determined that the problem was down in the Well. Quality Well and Pump are one of very few contractors who have equipment to pull large municipal well. They have performed several jobs for the City and have performed very well.

It was moved by Bruce Fitzgerald and seconded by Tommy Holton to approve the repairs for Well No. 5 by Quality Well and Pump for an Amount not to Exceed \$22,200.84 allocated from the Utility Fund. Motion passed unanimously on roll call vote.

AM 2020-172 To Accept Colorado Department of Transportation (CDOT) Revised Offer of \$1,200,000 for Devolution of Denver Avenue from 1st Street North to 14th Street

Colorado Revised Statute 43-2-106(1)(a) provides that the Transportation Commission may determine that a state highway, or portion thereof, no longer functions as a State Highway, and with the agreement of each affected county or municipality, the State Highway, or portion thereof, can be abandoned to the affected county or municipality.”

Resolution 2018053 approved August 20, 2018. The City of Fort Lupton approached the Colorado Department of Transportation with an estimate for devolution of Denver Avenue from Highway 52 AKA 1st Street to CR 16. CDOT replied with a revised offer of \$2,500,000 for said devolution, and the City is desirable to proceed with the devolution process. The offer from CDOT should be sufficient to provide maintenance to this section of Denver Avenue for 20+ years.

Since 2018, CDOT has not had adequate funds available to complete the proposed devolution process. CRS 43-2-106 does not require payment by CDOT for the devolution. There are multiple devolutions on the Transportation Commission web site that do not indicate any payments.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 6, 2020**

CDOT budgets do not prioritize devolution funding any longer. Highway funding in general is extremely tight with many projects underway and waiting to begin. There may not be any further funds available in the future, and several other municipalities are also in line currently with devolution plans.

CDOT has obtain \$1,200,000 in the last fiscal year that is being offered to the City. They have agreed to reduce the devolution to 1st Street to 14th Street. The revised offer is within \$200,000 of the original costs estimate with a reduced length and removal of the drainage to the section north of 14th Street.

This devolution will give the City of Fort Lupton control of Denver Avenue to allow independent actions relating to streetscape for better walkability and enhancement of the downtown area.

It was moved by Tommy Holton and seconded by Chris Ceretto to accept Colorado Department of Transportation (CDOT) revised offer of \$1,200,000 for devolution of Denver Avenue from 1st Street North to 14th Street. Motion failed with 2 ‘yes’ votes and 5 ‘no’ votes from Mayor Zo Stieber and Councilmembers, Tommy Holton, Bruce Fitzgerald, Shannon Rhoda and David Crespín.

AM 2020-173 Approving Quit Claim Deed Exchange with Melissa and Adrian Vigil Related to Northwest Addition Amendment No 2 Subdivision

The North West Addition Subdivision Amendment No. 2 was approved by council on August 5, 2019 (AM 2019-152 and Resolution R2019R053) Project No. LUP2019-0011 & Plan No. FPL2019-0003. The intent of the amended plat was to designate 9th St. Right of Way with a land swap between the City and the Vigils.

Weld County has advised the Vigils that their property deed is “cloudy” due to the amended plat. The county recommended Quit Claim deeds to remedy the ownership clarity.

It was moved by Bruce Fitzgerald and seconded by Chris Ceretto to approve the Quit Claim Deed Exchange with Melissa and Adrian Vigil related to Northwest Addition Amendment No. 2 Subdivision.

INFORMATION MEMORANDUM

IM 2020-005 Accountant II Position in the Finance Department

The closing of the main doors at City Hall during the onset of COVID-19 as well as the open Front desk receptionist FTE position occurred soon after COVID-19 hit, presented us with a unique opportunity to evaluate how we provide customer service to our citizens that come to City Hall. We performed a 30-day count on the reasons Citizens were coming to City Hall. We found that approximately 80% of all walk-in business was utility payments. We performed an in-house efficiency study on how to best leverage all open FTE’s at the time between the City Clerk’s Office, the Courts Department and the Finance Department. Based on the data collected

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 6, 2020**

having the Utility Billing Clerk greet citizens at that window seemed to better meet the needs of the citizens. The Finance Department FTE that was the former City Front Desk Receptionist did not provide the senior level accounting professional that is and has been needed in the Finance Department for several years now. Changing the position an Accountant II position allow more flexibility in the finance department and a higher level of oversight in internal control.

IM 2020-006 Presentation of the 2021 Financial Plan and Six Year Capital Improvement Program

The Finance Director, Leann Perino presented of the 2021 Budget on October 7th meeting the deadline of October 15th as defined in Colorado Revised Statutes.

The budget will be reviewed and amended by council at 9:00 AM, October 17, 2020 in Council Chambers at 130 South McKinley Avenue, Fort Lupton, CO 80621.

The budget is posted on the City's Website on the Finance Department page.

STAFF

There were no reports from staff.

MAYOR/COUNCIL REPORTS

There were no reports from the Mayor or Council.

FUTURE CITY EVENTS

October 13th	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
October 20th	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.
October 27th	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
October 31st	Trunk or Treat Street Drive Thru Trick or Treat, FLHS South Parking Lot 4:00 p.m. – 6 p.m.
November 7-14th	Field of Honor, Pearson Park

ADJOURNMENT

Mayor Stieber adjourned the meeting at 7:43 p.m.

Respectfully Submitted,

Maricela Peña, City Clerk

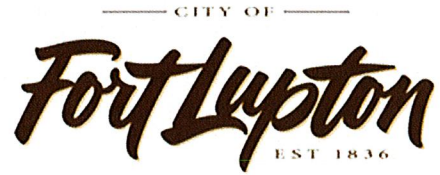
**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 6, 2020**

Approved by City Council

Zo Stieber, Mayor

DRAFT

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Bruce Fitzgerald, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-175

APPROVING A RESOLUTION FOR FEE ADJUSTMENTS ON SHELTER RENTALS AND FIELD RENTALS FOR THE RECREATION CENTER DEPARTMENT EFFECTIVE JANUARY 1, 2021

I. **Agenda Date:** Council Meeting – Oct. 20, 2020

II. **Attachments:**
1. Proposed Resolution

III. **Summary Statement:**

The Recreation Department has put together fee adjustments for field rentals, and shelter rentals.

IV. **Submitted by:**

(Monty Schuman Recreation Director)

V. **Finance Reviewed**

Finance Director

VI. **Approved for Presentation:**

City Administrator

VII. **Attorney Reviewed**

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

The following fee adjustments on Sport field rentals and shelter rentals are recommended. We compared cost with Brighton. The groups using the facility currently also use the Brighton fields.

The highlighted areas are the prices that we would like to increase. As you can see most fees would remain the same.

Shelters: Railroad Park (2 shelters), Community Center Park (2 Shelters), and Koshio Gazebo

Current fees are:

First three Hours 30.00 and \$5.00 each additional hour

Proposed fee:

The department would like to go to a daily fee charge. The rental would be between 10am and sundown. Maintenance would make sure shelters were clean and ready by 10am. This would help maintenance with creating a consistent schedule. Reservations would be required at least 5 days in advance and a \$10.00 cancelation fee would apply.

\$65.00 per day

Pearson Park Baseball Complex

Current fee:

Day Use \$100.00/field per day

Lights \$40.00/field

Proposed fee:

Day Rental	\$175.00/ field per day
Complex Rental	\$500/day includes all 4 fields included the first prep
Addition preps	\$35.00 per prep
Lights	\$25.00 per hour
Extra Porta Potty Cleaning	\$450.00
Rental Deposit	\$100.00

As the demands of the fields have increased, requests from groups have continued to rise. This would allow for multiple groups to utilize the fields and would better capture the costs of maintaining the facility. With the rising material cost it is important to cover expenses without pricing the park out of reason. These events do bring in additional monies from sales tax and help the local business community as teams buy food, gas, and other items during the time they are here. It also helps promote the community.

X. Legal/Political Considerations:

Politically most individuals will not like any kind of fee increase, although most of these changes are more on the how we rent the facilities. These adjustments are in line with the other local departments.

XI. Alternatives/Options:

Option would be to not make any changes at all. The other option would be to have substantially higher increases to most of the fees, but the department feels that we must remain competitive within the local area.

XII. Financial Considerations:

This is a 75% increase to the rental fees (current \$100 per day, proposed change \$175 per day). Adding the additional fees to complex rentals for field prep, lights and porta pot cleaning will help recover staff time, electric utility charges and porta pot rentals.

XIII. Staff Recommendation:

Staff recommends making changes to the field rentals and shelter rentals effective January 1, 2021.



Recreation Department

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.4200

Fax: 303.857.6421

www.fortluptonco.gov

Exhibit A
Resolution 2020Rxxx
Effective January 1, 2021

SHELTER FEE CHANGE RECOMMENDATION

\$65 per shelter per day to reserve.

One reservation per shelter per day.

Must reserve at least 5 days in advance.

\$10 Cancellation Fee.

All shelters will be cleaned by 10 a.m. by Parks Crew.

PEARSON PARK FEE CHANGE RECOMMENDATION

Day Rental: \$175/field per day

Complex Rental (tournaments): \$500 per day (includes all 4 fields)

Dragging and chalking is included with the first prep.

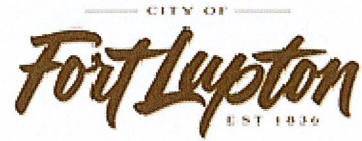
Any additional or mid-day preps: \$35/field per prep.

Lights: \$25 per hour

Extra Porta Potty Cleaning: \$450

Rental Deposit: \$100 (if rental is cancelled, unless weather related, deposit will be forfeited).

CITY OF FORT LUPTON CITY COUNCIL



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor, Mayor

David Crespín, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-178

APPROVE A RESOLUTION RATIFYING THE APPOINTMENT OF KATHY KVASNICKA AS A MEMBER OF THE FORT LUPTON URBAN RENEWAL AUTHORITY, TO SERVE AS A RESIDENT REPRESENTATIVE, FOR A TERM EXPIRING FEBRUARY 18, 2024

I. **Agenda Date:** Council Meeting – October 20, 2020

II. **Attachments:** a. Resolution 2020-xxx.
b. Application.

III. **Summary Statement:**

Pursuant to the bylaws of the Fort Lupton Urban Renewal Authority (Authority), the Authority may consist of nine (9) members and one (1) alternate who shall be appointed by the Mayor, with the consent of City Council. Kathy Kvasnicka has expressed interest in serving as the Resident Representative on the Authority.

IV. **Submitted by:**

Mania Lando
Planner

V. **Finance Reviewed**

Leann Perino
Finance Director

VI. **Approved for Presentation:**

[Signature]
City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

Pursuant to the bylaws of the Fort Lupton Urban Renewal Authority (Authority), the Authority may consist of nine (9) members and one (1) alternate who shall be appointed by the Mayor, with the consent of City Council. Kathy Kvasnicka has expressed interest in serving as the Resident Representative on the Authority.

X. Legal/Political Considerations:

Not applicable.

XI. Alternatives/Options:

- 1) Approve Resolution 2020-xxx.*
- 2) Do not Approve Resolution 2020-xxx.*

XII. Financial Considerations:

Not applicable.

XIII. Staff Recommendation:

Staff recommends approval of Kathy Kvasnicka's appointment to the Fort Lupton Urban Renewal Authority.

RESOLUTION 2020Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE APPOINTMENT OF KATHY KVASNICKA AS A MEMBER OF THE FORT LUPTON URBAN RENEWAL AUTHORITY, TO SERVE AS A RESIDENT REPRESENTATIVE, FOR A TERM EXPIRING FEBRUARY 18, 2024

WHEREAS, Kathy Kvasnicka has expressed interest to serve on the Fort Lupton Urban Renewal Authority; and

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

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council appoint Kathy Kvasnicka for a term expiring on February 18, 2024 to the Fort Lupton Urban Renewal Authority.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 20th DAY OF OCTOBER 2020.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

Kvasnicka *[Signature]*



CITY OF FORT LUPTON
APPLICATION FOR CITIZEN ADVISORY BOARD/
COMMISSION APPOINTMENT

City Boards and Commissions play an important role in forming City policy. To be considered as a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621; Phone: 720-466-6101. The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 10/6/2020 City of Fort Lupton Resident? Yes ☒ No ☐

Name: Kathleen Kvasnicka Home Phone:
Address:
Fort Lupton (CO 80621) Cell Phone:
Occupation: Risk Analyst Work Phone:
e-mail:

Board or Commission you are applying for: (Please use a separate application if applying for more than one.)
EDURA Board

1. Please list your work experience, community involvement, and other interests which apply to this Board or Commission: (Information may be continued on back of form or attached.)

I have worked in local government for 25 years. I have served for many years on historic boards and organizations. I feel urban renewal and historic preservation go together to revitalize and improve our community. I have experience with Fort Lupton as an alternate on this board.

2. List any licenses, certificates of special training, or education which apply to this Board or Commission:

I have attended several classes on urban renewal, TIF financing historic renovation in conjunction with urban renewal.

3. Briefly describe the reasons for your interest in serving on this City Board or Commission:

I think Fort Lupton has exciting challenges in the future. Our community is up and coming and EDURA will play a big part in attracting business, housing and growth while keeping our hometown feeling and our hometown pride.

4. Please list supporting documents if not continued on other side:

I have enjoyed serving on this board and look forward to the future.
Thank you

Signature of Applicant: by signing this application I agree that I have received a copy of the City Council Code of Ethics and Conduct.

Kathleen Kvasnicka

CITY OF FORT LUPTON CITY COUNCIL



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespino, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-174

APPROVE WINDY GAP FIRING PROJECT ALLOTMENT CONTRACT FOR 1190 UNITS.

I. **Agenda Date:** Council Meeting – October 20, 2020

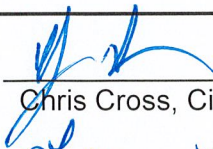
II. **Attachments:**

- a. WGFP Allotment Contract
- b. Exhibit D of Contract

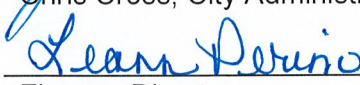
III. **Summary Statement:**

The City of Fort Lupton is a participant in the Windy Gap Firing Project as part of its municipal water system. The firing project is the creation of Chimney Hollow Reservoir that will provide storage for a portion of the Windy Gap shares the City has obtained. The contract will allocate Fort Lupton 1190 units of the project; each unit will equal 1-acre foot of storage capacity in the reservoir. This contract establishes the means by which the loan will be repaid.

IV. **Submitted by:**


Chris Cross, City Administrator

V. **Finance Reviewed**


Finance Director

VI. **Approved for Presentation:**


City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

The City of Fort Lupton is a participant in the Windy Gap Firming Project as part of its municipal water system. The firming project is the creation of Chimney Hollow Reservoir that will provide storage for a portion of the Windy Gap shares the City has obtained. The contract will allocate Fort Lupton 1190 units of the project; each unit will equal 1-acre foot of storage capacity in the reservoir. This contract establishes the means by which the loan will be repaid.

Each participant in the project pays its pro rata portion of initial construction costs, any additional (unbudgeted) construction costs, debt service, reserves, and ongoing O&M in an annual assessment. Pro rata shares are determined by percentage of storage. Fort Lupton's share is 1103 acre feet out of 90,000 total acre feet, or 1.22%. The Northern Board has on its agenda to reallocate 87 units from Longmont to Fort Lupton bringing our total to 1190 acre feet out of the 90,000 feet, or 1.32% of the project costs. If the transfer of units is unsuccessful the original amount of 1103 units will be the contract amount. This contract will replace the one from AM 2020-145.

X. Legal/Political Considerations:

The Cities Water Attorney has reviewed the document and has approved.

XI. Alternatives/Options:

1. *Do not approve the Allotment Contract*
2. *Opt out of the 1103 or 1190 acre feet of storage for Windy Gap*

XII. Financial Considerations:

The City's \$7,920,000 estimated financial obligation will be funded by participating in the projects group financing.

XIII. Staff Recommendation:

Approve the Windy Gap Firming Project Allotment Contract.

**ALLOTMENT CONTRACT BETWEEN THE WINDY GAP FIRING PROJECT
WATER ACTIVITY ENTERPRISE, MUNICIPAL SUBDISTRICT, NORTHERN
COLORADO WATER CONSERVANCY DISTRICT, AND THE CITY OF FORT
LUPTON UTILITY ENTERPRISE, FOR CAPACITY IN THE WINDY GAP
FIRMING PROJECT**

This Allotment Contract (“Contract”) for an allotment of capacity in the hereinafter defined and described Windy Gap Firing Project is entered into this ____ day of _____, 2020, by and between the Windy Gap Firing Project Water Activity Enterprise (hereinafter called “WGFP Enterprise”) and The City of Fort Lupton Utility Enterprise (hereinafter called “Fort Lupton”), pursuant to C.R.S. § 37-45-131 and C.R.S. §§ 37-45.1-103(4), 106(4).

RECITALS

A. The WGFP Enterprise is a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution organized pursuant to C.R.S. §§ 37-45.1-101 *et seq.* that is owned by the Municipal Subdistrict, Northern Colorado Water Conservancy District (the “Subdistrict”), and whose address is 220 Water Avenue, Berthoud, Colorado 80513. The WGFP Enterprise is a water activity enterprise that will exercise the authorities granted by C.R.S. §§ 37-45-101 *et seq.*, 37-45.1-101 *et seq.*, 31-35-401 *et seq.*, and any other relevant grant of statutory authority, for the purpose of the planning, financing, acquisition, construction, operation, administration, maintenance, repair, replacement, rehabilitation, and improvement of the Windy Gap Firing Project.

B. Fort Lupton is a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution owned by the City of Fort Lupton, 130 South McKinley Avenue, Fort Lupton, Colorado 80621. Fort Lupton is an enterprise that owns and operates the water and wastewater utility systems serving customers within and without the City of Fort Lupton pursuant to authorities including C.R.S. §37-45.1-101, *et seq.*, and §31-35-401.

C. The Windy Gap Firing Project (“WGFP”) is described in general in the U.S. Bureau of Reclamation Record of Decision, together with supporting documents for the WGFP dated December 2011, as may be amended from time to time.

D. The WGFP has not, as of the date of this Contract, been financed, constructed, and completed. This Contract therefore includes provisions that address the WGFP before and after completion of construction and commencement of project operation. This Contract also includes provisions that apply only if and to the extent that Fort Lupton satisfies all or a portion of its Capital C&E Funding Obligations through either Capital C&E Funding Cash Payments or participation in WGFP Financing.

- **PART I**, “Contract Definitions,” consists of **Section 1**, which includes definitions that apply to this entire Contract.
- **Part II**, “Provisions Applicable to All WGFP Allottees,” consists of Sections 2 through 6 and applies to Fort Lupton regardless of its chosen means of satisfying its Capital C&E Funding Obligations, unless specifically provided otherwise. **Section 2** is an allotment by the WGFP Enterprise to Fort Lupton of capacity in the WGFP. **Section 3** includes provisions that are applicable prior to WGFP Completion, as that term is

defined herein. **Section 4** includes provisions that are relevant to the operation of the WGFP after WGFP Completion. **Section 5** includes other general terms and conditions, including terms on Default and forfeiture under this Contract. **Section 6** includes provisions relating to Fort Lupton's obligations to pay for the WGFP.

- **PART III**, "Provisions Applicable to Cash Allottees," consists of **Section 7**, which includes provisions that apply to Fort Lupton only to the extent that it satisfies all or a portion of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, and then only for the term of any payments for Capital C&E using proceeds from such Capital C&E Funding Cash Payments.
- **PART IV**, "Provisions Applicable to Loan Allottees," consists of **Section 8**, which includes provisions that apply to Fort Lupton only to the extent that it satisfies all or a portion of its Capital C&E Funding Obligations through participation in a WGFP Financing, and then only for the term of repayment of the WGFP Financing (including any refinancing of the same) in which Fort Lupton participates. The terms of Section 8 are not in effect at such times as there is no outstanding WGFP Financing in which Fort Lupton participates.

The effective date and terms of each Section of this Contract are provided in Section 5.1.

AGREEMENT

THEREFORE, in consideration of the facts recited above and of the covenants, terms and conditions set forth herein, the parties agree as follows:

PART I – CONTRACT DEFINITIONS

1. **Definitions.** The following definitions shall apply to this Contract unless expressly modified herein.
 - 1.1. **"Acre-foot"** means 43,560 cubic feet of water.
 - 1.2. **"Capital C&E Funding Cash Payment"** means the payment by Fort Lupton of any Capital C&E Funding Obligations in cash to the WGFP Enterprise.
 - 1.3. **"Capital C&E Funding Obligations"** means Fort Lupton's pro rata obligation, based on the WGFP Participation Percentages, to fund Capital C&E, which obligation shall equal the product of the Capital C&E multiplied by Fort Lupton's WGFP Participation Percentage. For reference purposes, each WGFP Allottee's Capital C&E Funding Obligation for Initial C&E pursuant to Section 6.2.1 is set forth in **Exhibit A** opposite each WGFP Allottee's name, which exhibit the WGFP Enterprise may update from time to time as needed. For reference purposes, the amount of each WGFP Allottee's Capital C&E Funding Obligations for any additional Capital C&E under Sections 6.2.2 and 6.2.3 will be set out in **Exhibit B** (with separate tables for each additional Capital C&E), which exhibit the WGFP Enterprise may update from time to time as needed. Fort Lupton may fulfill its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, participation in a WGFP Financing, or a combination thereof.

- 1.4. **“Carriage Contract”** means that Amendatory Contract, 2014 Contract No. 15XX650003, entered into on December 19, 2014, between the Subdistrict, the District, and the United States of America for the purpose of utilizing the unused capacity of the facilities of the Colorado–Big Thompson Reclamation Project for the carriage of Windy Gap Project Water, and any subsequent amendments or successor contracts for the same purpose.
- 1.5. **“C-BT Project Water”** means water from the Colorado–Big Thompson Reclamation Project.
- 1.6. **“Chimney Hollow Reservoir”** means that reservoir to be located in Sections 4, 5, 8, and 9, T4N, R70W, and Sections 33 and 34, T5N, R70W, 6th P.M., Larimer County, Colorado, and generally described in the U.S. Bureau of Reclamation Record of Decision, together with supporting documents, for the WGFP.
- 1.7. **“Contract”** means this contract.
- 1.8. **“Costs and Expenses” or “C&E”** means any and all costs and expenses incurred for the WGFP, all of which are encompassed by one of the following defined terms:
 - 1.8.1. **“Capital C&E”** means and includes any and all Initial C&E, Completion C&E, and Future Extraordinary C&E, including if applicable any and all WGFP Financing Costs associated with the same.
 - 1.8.1.1. **“Initial C&E”** means the WGFP Enterprise’s initial estimated costs of construction and completion of the WGFP with approximately 90,000 acre-feet of usable water storage capacity to be funded by the WGFP Allottees under Section 6.2.1.
 - 1.8.1.2. **“Completion C&E”** means the WGFP Enterprise’s costs in excess of Initial C&E, if any, that are necessary for the construction and completion of the WGFP with approximately 90,000 acre-feet of usable water storage capacity to be funded by the WGFP Allottees under Section 6.2.2.
 - 1.8.1.3. **“Future Extraordinary C&E”** means the WGFP Enterprise’s costs of any individual repair, replacement, rehabilitation, improvement, or regulatory compliance activities incurred after Initial C&E and Completion C&E that are required to be undertaken under Section 6.2.3 for the continued safe operation of the WGFP and that, because of the large amount of such costs, cannot be paid (1) using the Operating Reserve Fund or (2) by the WGFP Allottees through an annual payment for Operating C&E.
 - 1.8.2. **“Operating C&E”** means any and all costs, exclusive of Initial C&E, Completion C&E, and Future Extraordinary C&E, incurred by the WGFP Enterprise (1) to administer, operate, maintain, repair, replace, rehabilitate, and improve the WGFP; (2) attributable to the delivery and storage of water in Chimney Hollow Reservoir that are not paid pursuant to a WGFP

Allottee's Windy Gap Project allotment contract, including, without limitation, pumping costs, carriage costs, and power interference costs; and (3) to meet regulatory requirements associated with the WGFP. Operating C&E specifically includes any and all "Costs and Expenses" that are not Capital C&E that may accrue after execution of this Contract.

- 1.9. **"Default"** means any event described in Sections 5.3.1 and 8.10 hereof.
- 1.10. **"District"** means the Northern Colorado Water Conservancy District, a quasi-municipal entity and political subdivision of the State of Colorado created under and having the powers provided in the Water Conservancy Act, C.R.S. §§ 37-45-101 *et seq.*
- 1.11. **"Enterprise Board"** means the Board of Directors of the WGFP Enterprise.
- 1.12. **"Final Default"** has the meaning provided in Section 5.3.5.
- 1.13. **"Financing Document"** means any indenture, trust agreement, loan agreement, installment purchase agreement, or other financing document entered into by the WGFP Enterprise in connection with any WGFP Financing Obligation (as defined in Section 8.2).
- 1.14. **"Fiscal Year"** means the fiscal year of the WGFP Enterprise, which currently begins on October 1 of each calendar year and ends on September 30 of each calendar year, or such other twelve-month period which may be designated by the WGFP Enterprise as its Fiscal Year.
- 1.15. **"Interim Agreements"** means previously executed agreements between Fort Lupton or the City of Fort Lupton and the WGFP Enterprise under which Fort Lupton or the City of Fort Lupton agreed to pay a pro rata portion, based on the WGFP Participation Percentages, for the operation, maintenance, legal, administrative, improvement, and other costs of developing the WGFP before execution of this Contract.
- 1.16. **"Liquidity Fund"** means a reserve fund established under Section 8.4.1.
- 1.17. **"Loan Allottee Financing Obligation"** means the obligation of a Loan Allottee to pay a percentage of the total WGFP Financing Costs (as defined in Section 8.2) that is equal to the Loan Allottee's WGFP Financing Participation Percentage.
- 1.18. **"Operating Costs & Reserves"** means, collectively, Operating C&E and the amounts required to be deposited into the Operating Reserve Fund and such other reserves as the Enterprise Board may determine are necessary to establish and maintain in relation to Operating C&E (if any) pursuant to Section 6.1.2.
- 1.19. **"Operating Fund"** means a fund established to provide for the payment of the Operating C&E of the WGFP.
- 1.20. **"Operating Reserve Fund"** means a reserve fund established to provide for the payment of Operating C&E if the moneys contained in the Operating Fund are

insufficient to make such payments. The Operating Reserve Fund shall be maintained such that the amount of money in the fund shall equal the aggregate of two years of Operating C&E, as estimated by the WGFP Enterprise based on a five-year rolling average (except in the first five years of the Operating Reserve Fund's existence, during which time the WGFP Enterprise will estimate based on available information) and taking into consideration the WGFP Enterprise's reasonable expectations as to future Operating C&E.

- 1.21. **"Prepositioned C-BT Project Water"** means C-BT Project Water stored in Chimney Hollow Reservoir pursuant to the Carriage Contract.
- 1.22. **"Prepositioned Windy Gap Project Water"** means Windy Gap Project Water stored in Chimney Hollow Reservoir as the result of C-BT Prepositioning pursuant to the Carriage Contract.
- 1.23. **"Subdistrict"** means the Municipal Subdistrict, Northern Colorado Water Conservancy District, a quasi-municipal entity and political subdivision of the State of Colorado created under and having the powers provided in the Water Conservancy Act, C.R.S. §§ 37-45-101 *et seq.*
- 1.24. **"Water Year"** means the period from October 1 of one calendar year through September 30 of the next succeeding calendar year.
- 1.25. **"WGFP Allotment"** means the quantity of capacity in the WGFP, expressed in "WGFP Units," granted to Fort Lupton by this Contract, or if the context requires, granted to each WGFP Allottee by WGFP Allotment Contracts. Each WGFP Allottee's WGFP Allotment is shown in **Exhibit A**. A WGFP Allotment does not include an allotment of Windy Gap Project Water, which is granted by the Subdistrict in separate Windy Gap Project allotment contracts.
- 1.26. **"WGFP Allotment Contract"** means any contract between the WGFP Enterprise and a WGFP Allottee for a WGFP Allotment, including this Contract if the context requires.
- 1.27. **"WGFP Allottee"** means each entity that holds a WGFP Allotment pursuant to a WGFP Allotment Contract, including Fort Lupton. **Exhibit A** lists all current WGFP Allottees.
 - 1.27.1. **"Cash Allottee"** means a WGFP Allottee that, under Section 6.2, satisfies all or a portion of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments pursuant to Section 7. A WGFP Allottee is a Cash Allottee to the extent that it satisfies its Capital C&E Funding Obligation through Capital C&E Funding Cash Payments, and then only for the term of any payments of Capital C&E using proceeds from Capital C&E Funding Cash Payments made by such WGFP Allottee.
 - 1.27.2. **"Loan Allottee"** means a WGFP Allottee that, under Section 6.2, satisfies all or a portion of its Capital C&E Funding Obligation through participation in a WGFP Financing pursuant to Section 8. A WGFP Allottee is a Loan Allottee to the extent that it satisfies its Capital C&E Funding Obligation

through participation in WGFP Financing, and then only during the term of such WGFP Financing.

- 1.28. **“WGFP Completion”** means the determination pursuant to Section 3.3 of this Contract.
- 1.29. **“WGFP Enterprise”** has the meaning assigned to the term in the introductory paragraph of this Contract.
- 1.30. **“WGFP Financing”** means a financing by the WGFP Enterprise of Capital C&E through one or more loans, lines of credit, notes, bond issues, or other forms of indebtedness, and any refinancing of the same, on behalf of the Loan Allottees participating in such WGFP Financing. WGFP Financing includes the CWCB Loan (as defined in Section 8.2) and any other lien borrowings that may be subordinated to other financing.
- 1.31. **“WGFP Financing Participation Percentage”** means the quotient of a Loan Allottee’s Capital C&E Funding Obligations that are to be paid through a WGFP Financing divided by the total amount of Capital C&E Funding Obligations to be paid by the WGFP Allottees through a WGFP Financing. To the extent a WGFP Allottee is a Loan Allottee for the Initial C&E, the WGFP Allottee’s WGFP Financing Participation Percentage that is applicable to the WGFP Financing for such Initial C&E is set forth in **Exhibit A** opposite each WGFP Allottee’s name. The amount of each WGFP Allottee’s WGFP Financing Participation Percentage that is applicable to additional Capital C&E under Sections 6.2.2 and 6.2.3 will be set out in **Exhibit B**.
- 1.32. **“WGFP Participation Percentage”** means the quotient of the number of WGFP Units held by a WGFP Allottee divided by the total number of WGFP Units, as such WGFP Participation Percentage may be modified in accordance herewith. The WGFP Participation Percentages for each WGFP Allottee are set forth in **Exhibit A** opposite each WGFP Allottee’s name.
- 1.33. **“WGFP Unit”** means 1/90,000th of the usable water storage and conveyance capacity in the WGFP. There are 90,000 WGFP Units total.
- 1.34. **“Winding-Up Agent”** means the agent appointed by the Enterprise Board in accordance with Section 3.4 hereof.
- 1.35. **“Winding-Up Resolution”** means a resolution adopted by the Enterprise Board in accordance with and after making the determination required by Section 3.4.
- 1.36. **“Windy Gap Firming Project”** or **“WGFP”** means Chimney Hollow Reservoir and related or ancillary features constructed, operated and maintained by the WGFP Enterprise for the purpose of providing storage and delivery of water for use pursuant to WGFP Allotment Contracts.
- 1.37. **“Windy Gap Project”** means that project (including the acquisition and perfection of water rights) constructed by the Subdistrict for the diversion, carriage, and delivery of water from the Colorado River pursuant to the Carriage Contract.

- 1.38. **“Windy Gap Project Water”** means water from the Windy Gap Project and also is referred to in the Windy Gap Project allotment contracts as “Subdistrict water.” Storage and conveyance of Windy Gap Project Water in the WGFP does not change such water’s status as Windy Gap Project Water.

PART II – PROVISIONS APPLICABLE TO ALL WGFP ALLOTTEES

2. **Allotment of WGFP Units.** The WGFP Enterprise hereby allots and confirms to Fort Lupton a WGFP Allotment of 1190 WGFP Units commencing as of the date of execution of this Contract and for so long thereafter as Fort Lupton fully complies with all the terms, conditions and obligations hereinafter set forth. This WGFP Allotment is subject to C.R.S. § 37-45-101 *et seq.*, C.R.S. § 37-45.1-101 *et seq.*, the Carriage Contract, and the rules and regulations of the WGFP Enterprise, as may be established or amended from time to time. This Allotment is a complete substitute for the grant to Fort Lupton of rights in the WGFP in any prior or current Interim Agreements between the WGFP Enterprise and Fort Lupton. For reference purposes, each WGFP Allottee’s WGFP Allotment is shown in **Exhibit A**.
3. **Construction and Completion of WGFP.**
- 3.1. **Obligation of WGFP Enterprise to Construct and Complete the WGFP.** The WGFP Enterprise agrees to diligently pursue the WGFP in good faith and to pursue the construction, completion, and operation of the WGFP provided that the WGFP Allottees provide all required funding under their respective WGFP Allotment Contracts, the WGFP Enterprise has the ability, and the WGFP is feasible and practical. By entering into this Contract and accepting payments from Fort Lupton, the WGFP Enterprise does not warrant that it will construct and complete the WGFP.
- 3.2. **Prior Agreements.** All prior Interim Agreements and amendments thereto, including the 5th Amendment to the 5th Interim Agreement, dated November 18, 2019, are terminated and of no further force and effect upon the effective date of this Contract under Section 5.1. Any unexpended funds made available to the WGFP Enterprise pursuant to such Interim Agreements shall be transferred into the Operating Fund and credited by the WGFP Enterprise to amounts payable by Fort Lupton under this Contract for Operating C&E, or into the Operating Reserve Fund.
- 3.3. **WGFP Completion.** The WGFP shall be deemed to be complete for purposes of this Contract upon the Colorado State Engineer’s final certification of Chimney Hollow Reservoir for storage of water to its full capacity.
- 3.4. **WGFP Termination Before WGFP Completion.** The WGFP may be terminated before WGFP Completion in the following manner:
- 3.4.1. If the Enterprise Board determines that the WGFP will be terminated before WGFP Completion because of infeasibility, impracticality, inability, or failure of the WGFP Allottees to fund the WGFP as provided in Section 3.1, it shall first adopt a WGFP Winding-Up Resolution.

- 3.4.2. Upon the adoption of a WGFP Winding-Up Resolution by the Enterprise Board under Section 3.4.1, and consistent with the rights, if any, of Larimer County, the WGFP Enterprise shall first offer to the Subdistrict to sell to it, at fair market value as determined by a majority of a panel of three licensed appraisers (one selected by the WGFP Allottees, one selected by the Subdistrict, and the third selected by these two selected appraisers), (1) the Chimney Hollow Reservoir site, (2) any partially constructed or completed physical works or assets that divert water into or release water from the Chimney Hollow Reservoir site, and (3) any other non-physical rights, interests, or obligations related to the WGFP. If the Subdistrict accepts such offer for any or all of the offered interests, then it shall close upon such interests within 180 days of the appraiser panel's determination of fair market value. The WGFP Enterprise and Fort Lupton specifically agree that the Subdistrict is a third-party beneficiary to this Contract for purposes of this Section 3.4.2 and Section 5.10.
- 3.4.3. Upon adoption of a Winding-Up Resolution by the Enterprise Board, the Enterprise Board shall appoint a WGFP Winding-Up Agent. The WGFP Winding-Up Agent shall, upon expiration of the time for the Subdistrict to accept the offer described in Section 3.4.2 above, prepare a plan for disposition of WGFP, and upon approval of the Enterprise Board, implement the disposition of WGFP assets pursuant to the plan, including the disposition of unexpended and unobligated funds of the WGFP Enterprise. Non-cash assets shall be liquidated by the Winding-Up Agent in a commercially reasonable manner. Proceeds from the disposition of WGFP Enterprise assets and any other cash or cash equivalents then held by the WGFP Enterprise shall be first used, based on the WGFP Participation Percentages, to both (1) distribute cash to the WGFP Allottees that satisfied their Capital C&E Funding Obligations through Capital C&E Funding Cash Payments and (2) repay debts of the WGFP Enterprise incurred for WGFP Financing; provided, however, that any moneys contributed by a Cash Allottee and held at the time of winding-up in such Cash Allottee's subaccount in a fund or reserve fund established under Section 6.1, or in such Cash Allottee's Escrow Fund under Section 7 and the terms of such Cash Allottee's Escrow Agreement, shall not be used to repay debts of the WGFP Enterprise incurred for WGFP Financing. Any remaining funds shall then be distributed to the WGFP Allottees based on their respective WGFP Participation Percentages. Fort Lupton shall be entitled to copies of any work products developed by the WGFP Enterprise or its consultants on behalf of the WGFP Allottees, and the WGFP Enterprise shall convey to Fort Lupton, as a tenant in common with all other WGFP Allottees who are not in Default of their respective WGFP Allotment Contracts, a pro rata interest in all real and personal property remaining after implementation of the plan for disposition of WGFP Assets pursuant to this Section 3.4.
- 3.4.4. Upon completion of the winding-up process described in this Section 3.4, the Enterprise Board shall adopt a resolution of termination of the WGFP. Upon the adoption of such resolution, all WGFP Allotments shall be terminated.

4. **WGFP Operation After WGFP Completion.**

- 4.1. **Use of WGFP Allotment.** Fort Lupton agrees that its WGFP Allotment shall only be used for the storage and delivery of Windy Gap Project Water to which Fort Lupton is entitled, storage of Prepositioned C-BT Project Water under the terms of the Carriage Contract, or storage and delivery of such other legally available water as the Enterprise Board shall authorize for storage and delivery in the WGFP, which authorization shall not be unreasonably withheld. Fort Lupton's receipt and use of Windy Gap Project Water also is subject to the Carriage Contract and Fort Lupton's Windy Gap Project allotment contract(s). Fort Lupton shall have the right to assign or otherwise agree to the use of Fort Lupton's WGFP Allotment by one or more WGFP Allottees.
- 4.2. **Prepositioning.** The Subdistrict shall have the right to preposition C-BT Project Water in any portion of the WGFP not used by Fort Lupton for the storage of water in Fort Lupton's WGFP Allotment under Section 4.1. Prepositioned C-BT Project Water shall become Prepositioned Windy Gap Project Water when Windy Gap Project Water is available and designated for storage in Chimney Hollow Reservoir. Prepositioned C-BT Project Water shall be allocated to WGFP Allottees that have ordered and paid for the delivery of Windy Gap Project Water into Chimney Hollow Reservoir in the then current Water Year. Further details of allocation of Prepositioned C-BT Project Water will be developed in the operating criteria described in Section 4.7.
- 4.3. **Estimate of Charges.** The WGFP Enterprise shall furnish Fort Lupton with an estimated statement of anticipated C&E required to be paid in the following year under this Contract on or before the last business day in August of each year, which statement may be used by Fort Lupton for budgeting purposes.
- 4.4. **Estimated Demand and Delivery Schedule.** On or before the last business day in September of each year, Fort Lupton shall provide the WGFP Enterprise with an estimated demand and delivery schedule for Windy Gap Project Water that will be stored in or delivered from the WGFP for the following Water Year, which schedule will be used by the WGFP Enterprise for purposes of submitting a proposal to the U.S. Bureau of Reclamation in accordance with the Carriage Contract. The schedule shall contain the time, delivery points, and quantities of water which Fort Lupton estimates it shall require. This schedule may be modified from time to time as the need warrants within the physical capabilities of the C-BT Project, Windy Gap Project, and WGFP.
- 4.5. **Billing Statement.** On or before the last business day of December of each year, the WGFP Enterprise shall render a billing statement to Fort Lupton for C&E required to be paid in the following year under this Contract. The billing statement shall be based upon actual C&E incurred by the WGFP Enterprise during the current Water Year and planned C&E for the upcoming Water Year. Any credit from the previous Water Year or any additional C&E from the previous Water Year shall be included in the billing statement rendered. Each billing statement shall be accompanied by reasonable supporting documentation showing the basis and derivation of C&E shown in the billing statement. After receipt of the billing

statement, Fort Lupton shall pay the net C&E charges shown on the billing statement of estimated C&E on or before the last business day of January of the succeeding calendar year.

- 4.6. **Billing Statement Dispute Resolution.** If Fort Lupton disputes the correctness of any billing statement by the WGFP Enterprise, it shall pay the WGFP Enterprise the full amount billed when due and shall, before or contemporaneously with such payment, inform the WGFP Enterprise that such payment is made wholly or partially under protest and request an explanation of the billing statement from the WGFP Enterprise. If the bill is determined to be incorrect, the WGFP Enterprise shall issue a corrected billing statement to Fort Lupton. Any overpayment shall be refunded to Fort Lupton within sixty (60) days. If the WGFP Enterprise and Fort Lupton fail to agree on the correctness of a bill within one hundred twenty (120) days after Fort Lupton gives notice to the WGFP Enterprise that a payment is made wholly or partially under protest, then the parties may agree to submit the dispute to binding arbitration or, failing such agreement, proceed to protect and enforce their respective rights by appropriate judicial proceeding.
- 4.7. **Operating Criteria.** Fort Lupton acknowledges and understands that the storage and delivery of water in the WGFP will require and will be implemented pursuant to operating criteria agreed upon between the WGFP Allottees and the WGFP Enterprise that will address additional operational, financial, and other details of the WGFP. Fort Lupton's WGFP Allotment will be operated on substantially the same terms as all other WGFP Allottees. The operating criteria shall not modify or amend this Contract or result in a material adverse effect on Fort Lupton's rights under this Contract to control its WGFP Allotment, or its ability to have water diverted into, stored in, or released from the WGFP under its WGFP Allotment on a pro-rata and substantially similar basis with other WGFP Allottees.
- 4.8. **Delivery Points.** The WGFP Enterprise's liability and responsibility to Fort Lupton to deliver a quantity of water ordered for delivery by release from the WGFP under this Contract shall end and cease at the moment that such quantity of water is released out of WGFP structures or facilities. The WGFP Enterprise agrees to cooperate with Fort Lupton in the coordination and accomplishment of conveyance and delivery of water from that point to Fort Lupton through structures or facilities not owned by the WGFP Enterprise.
- 4.9. **Capacity Limitations.** In the event that orders of water from the WGFP exceeds available delivery capacity at any WGFP structure or facility, the available capacity at such structure or facility shall be allocated between the WGFP Allottees requiring delivery through such structure or facility in proportion to their respective WGFP Participation Percentages.

5. Other General Terms.

- 5.1. **Effective Date and Term.** No provision of this Contract shall take effect until each WGFP Allottee identified in **Exhibit A** duly authorizes, executes, and delivers to the WGFP Enterprise its respective WGFP Allotment Contract, and the WGFP Enterprise duly authorizes, executes, and delivers to the WGFP Allottees their respective WGFP Allotment Contracts. Sections 1, 2, 4, 5, and 6 of this Contract

shall be perpetual unless terminated pursuant to this Contract. Section 3 shall be in effect until WGFP Completion. Section 7 of this Contract shall be in effect during the term of any payments of Capital C&E using proceeds from Capital C&E Funding Cash Payments made by such WGFP Allottee. Section 8 of this Contract shall be in effect during the term of any WGFP Financing in which Fort Lupton participates.

5.2. Transfer of a WGFP Allotment.

5.2.1. **Transfer to Existing WGFP Allottee.** Subject to the terms and conditions set forth in any Financing Documents, the Enterprise Board shall approve a requested transfer of WGFP Units constituting all or a portion of Fort Lupton's WGFP Allotment to one or more other WGFP Allottees that have a WGFP Allotment as of the time of the transfer if the Enterprise Board determines that (1) the WGFP Allottee receiving the additional WGFP Units has an existing or future need for additional WGFP Units, (2) the WGFP Allottee receiving the additional WGFP Units has sufficient financial capacity, and (3) the transfer will not create a material risk under applicable law.

5.2.2. **Transfer to Other Parties.** Fort Lupton may transfer all or a portion of its WGFP Allotment to an entity that will use the WGFP Allotment within the Subdistrict that is not an existing WGFP Allottee at the time of the proposed transfer but that holds, or has the legal ability to acquire, an allotment of Windy Gap Project Water with the approval, in its discretion, of the Enterprise Board; provided, however, that the Enterprise Board shall disclose, in writing, the basis for a decision to not approve a proposed transfer under this Section 5.2.2.

5.2.3. If Fort Lupton, with approval of the Enterprise Board as required by this Section 5.2, transfers a part of its WGFP Allotment to another entity, then Fort Lupton shall be relieved of its obligations hereunder to the extent of said transfer, except as otherwise provided herein, specifically including in Section 8. If Fort Lupton, with approval of the Enterprise Board as required by this Section 5.2, transfers all of its WGFP Allotment to another entity, then Fort Lupton shall no longer participate in the WGFP and Fort Lupton shall be relieved of its obligations, except as otherwise provided herein, specifically including in Section 8.

5.3. Default.

5.3.1. **Event of Default.** An event of Default shall occur upon any breach of this Contract, including, without limitation:

5.3.1.1. Capital C&E Funding Cash Payments. The failure of Fort Lupton to pay when due amounts payable pursuant to Sections 6.2 and 7 of this Contract for Initial C&E. As provided in Section 6.2.2.1, if Fort Lupton elects to pay its Capital C&E Funding Obligations for Completion C&E or Future Extraordinary C&E under this Contract through Capital C&E Funding Cash

Payments, then failure to timely make its Capital C&E Funding Cash Payment for such Completion C&E or Future Extraordinary C&E after so electing shall not constitute an event of Default, but in such event Fort Lupton shall be obligated to pay its Capital C&E Funding Obligations for such Completion C&E or Future Extraordinary C&E through participation in a WGFP Financing in the same manner as provided in Section 6.2.2.2 and Section 8.

5.3.1.2. WGFP Financing. The failure of Fort Lupton to pay when due amounts payable pursuant to Sections 6.2 and 8 of this Contract.

5.3.1.3. Operating Costs & Reserves. The failure of Fort Lupton to pay when due amounts payable pursuant to Section 6.3 of this Contract.

5.3.1.4. The violation of C.R.S. § 37-45-101 *et seq.*, C.R.S. § 37-45.1-101 *et seq.*, or the rules and regulations of the WGFP Enterprise, as may be established or amended from time to time.

5.3.2. **Notice of Default.** Upon a Default, the WGFP Enterprise in the case of a Default by Fort Lupton, or Fort Lupton in the case of a Default by the WGFP Enterprise, shall give the defaulting party and all other WGFP Allottees written notice of the Default in accordance with Section 5.16 and, if applicable, Section 5.4.3 or Section 5.5.4, on or before the first business day of March following the Default.

5.3.3. **Use of WGFP Allotment While in Section 5.3.1 Default.** Beginning on the day notice is received under Section 5.3.2 and continuing for so long as Fort Lupton is in Default under this Section 5.3, Fort Lupton may place water into storage in its WGFP Allotment but shall have no rights to take water out of storage from or otherwise use any water stored therein; provided, however, that if Fort Lupton is in Default under Section 5.3.1.4 for violation of a rule or regulation of the WGFP Enterprise and such rule or regulation authorizes a WGFP Allottee to take water out of storage from or otherwise use any water stored in its WGFP Allotment during the term of any Default for violation of the rule or regulation, those terms of the rule or regulation shall control. Fort Lupton may continue to use and exercise its rights in the Windy Gap Project during any time it is in Default under this Section 5.3. Water in storage under Fort Lupton's WGFP Allotment shall continue to be assessed evaporative and other losses during any period of Default under this Section 5.3. The Subdistrict may continue to use the WGFP Allotment of Fort Lupton under this Section 5.3.3 for storage of Prepositioned C-BT Project Water; however, other WGFP Allottees shall have no right to use the WGFP Allotment of Fort Lupton under this Section 5.3.3 for the term of the Default. Upon Fort Lupton's cure of its Default under Section 5.3.4, Fort Lupton's rights to use its WGFP Allotment and any water stored therein shall be restored, subject to any operational limitations that may exist.

- 5.3.4. **Cure.** For events of Default other than those Defaults under Sections 5.3.1.1 (Capital C&E Funding Cash payments), 5.3.1.2 (WGFP Financing payments), and 5.3.1.3 (payments of and into Operating Costs & Reserves), Fort Lupton or the WGFP Enterprise, as the case may be, shall have 60 days from receipt of a Notice of Default given under Section 5.3.2. to cure a Default by performance or acceptance by the non-defaulting party of an alternate means of or plan for cure of the Default. In the case of a proposed alternate means of or plan for cure of a Default by Fort Lupton, the WGFP Enterprise shall give notice of the proposed alternate means or plan for cure to all other WGFP Allottees before taking formal action rejecting or accepting the same. A non-defaulting party's acceptance of a plan for cure of a Default under this Section 5.3.4 shall not constitute a waiver of any rights, claims, defenses, or remedies under this Contract. Fort Lupton's rights to cure events of Default under (1) Sections 5.3.1.1 and 5.3.1.2 are as provided in Section 5.4.5 and (2) Section 5.3.1.3 are as provided in Section 5.5.5.
- 5.3.5. **Final Default.** For events of Default other than those Defaults under Sections 5.3.1.1 (Capital C&E Funding Cash payments), 5.3.1.2 (WGFP Financing payments), and 5.3.1.3 (payments of and into Operating Costs & Reserves), a Final Default shall occur upon (i) the expiration of the period for cure of a Default if Fort Lupton or the WGFP Enterprise, as the case may be, does not cure the Default or the non-defaulting party does not accept, within the period for cure, a plan for an alternate means of or plan for cure of the Default, or (ii) failure of Fort Lupton or the WGFP Enterprise, as the case may be, to perform under a duly accepted alternate means of or plan for cure of the Default. Notice of a Final Default under this Section 5.3.5 shall be given to the WGFP Enterprise and all WGFP Allottees no later than the first business day of the first February after the cure period terminates. Final Default with respect to events of Default under (1) Sections 5.3.1.1 and 5.3.1.2 shall occur as provided in Section 5.4.6, and (2) Section 5.3.1.3 shall occur as provided in Section 5.5.6.
- 5.3.6. **Consequences of Final Default.** The consequences of Final Default shall be as specified in this Contract.
- 5.3.6.1. Capital C&E Funding Cash Payments. The consequence of Fort Lupton's Final Default under Section 5.3.1.1 shall be as described in Section 5.4 of this Contract.
- 5.3.6.2. WGFP Financing. The consequence of Fort Lupton's Final Default under Section 5.3.1.2 shall be as described in Section 5.4 of this Contract.
- 5.3.6.3. Operating Costs & Reserves. The consequence of Fort Lupton's Final Default under Section 5.3.1.3 shall be as described in Section 5.5 of this Contract.

- 5.3.6.4. The consequence of Fort Lupton's Final Default for any breach of this Contract other than a failure to pay amounts due under this Contract shall be as described in Section 5.5.6 and Section 5.5.7 of this Contract, except that Final Defaults for violations of the rules and regulations of the WGFP Enterprise shall be remedied as provided in such rules and regulations and shall result in forfeiture and termination of Fort Lupton's WGFP Allotment in accordance with Section 5.5.6 and Section 5.5.7 only if the violated rule or regulation so provides.
- 5.3.6.5. A Final Default by Fort Lupton shall not terminate any obligation to pay amounts due under this Contract as established by Sections 6, 7, and 8 of this Contract.
- 5.3.6.6. Upon a Final Default for any breach of this Contract by the WGFP Enterprise, Fort Lupton and the WGFP Enterprise agree to confer in good faith to attempt to resolve the Final Default, and if conferral fails to resolve the Final Default, then to participate in nonbinding mediation.
- 5.3.7. **Enforcement of Remedies.** In addition to the other remedies set forth herein, including in this Section 5.3, upon the occurrence of a Final Default as defined herein, the WGFP Enterprise or Fort Lupton, as the case may be, shall be entitled to proceed to protect and enforce the rights vested in such party by this Contract by such appropriate judicial proceeding as such party shall deem most effectual, either by action of law or by suit in equity, whether for the specific performance of any covenant or agreement contained herein or to enforce any other legal or equitable right vested in such party by this Contract or by law, and the prevailing party shall be entitled to an award of its reasonable costs and attorney fees.
- 5.4. **Default on Capital C&E Funding Obligations Under Sections 5.3.1.1 and 5.3.1.2.**
 - 5.4.1. **Capital C&E Funding Obligations Default.** Failure of Fort Lupton to pay amounts due under Section 6.2 and in accordance with Section 7 or Section 8, as applicable, shall constitute an event of Default under Section 5.3.1.1 or Section 5.3.1.2, as applicable.
 - 5.4.2. **Grace Period.** If Fort Lupton is in Default under Section 5.4.1 and fully pays its defaulted payments within 30 days after such payments are due, then Fort Lupton shall no longer be considered in Default under Section 5.4.1 and no interest, penalties, or other Default obligations or consequences shall attach.
 - 5.4.3. **Notice of Default.** On the first business day after the grace period under Section 5.4.2 runs, the WGFP Enterprise shall notify each WGFP Allottee of the names of all WGFP Allottees, if any, in Default under Section 5.4.1.

- 5.4.4. **WGFP Financing Liquidity Fund.** For each Loan Allottee in Default under Section 5.4.1, the WGFP Enterprise shall on the first business day after the grace period under Section 5.4.2 runs apply such Loan Allottee's Liquidity Fund to cover that Loan Participant's defaulted payment.
- 5.4.5. **Cure Period.** Fort Lupton has until the last business day of January of the succeeding calendar year to cure any Default under Section 5.4.1. A Loan Allottee cures a Default under Section 5.4.1 by reimbursing the Liquidity Fund, plus a late-fee penalty of 5%, and by reimbursing any other expenses incurred by the WGFP Enterprise or any other WGFP Allottee as a result of such Default. A Cash Allottee cures a Default under Section 5.4.1 by paying the defaulted Capital C&E Funding Cash Payment and reimbursing any expenses incurred by the WGFP Enterprise or any other WGFP Allottee as a result of such Default. If Fort Lupton timely cures a Default under this Section 5.4.5, then no part of Fort Lupton WGFP Allotment shall be forfeited and reallocated under Section 5.4.6.
- 5.4.6. **Final Default; Penalties and Reallocation of WGFP Allotment.** If Fort Lupton does not timely cure a Default under Section 5.4.5, then Final Default shall be deemed to have occurred and all or a portion of Fort Lupton's WGFP Allotment shall be permanently forfeited and reallocated as follows:
- 5.4.6.1. For purposes of this Section 5.4.6, to the extent that Fort Lupton is a Loan Allottee for Initial C&E and Completion C&E (if any) and in Default under Section 5.3.1.2, "**Vested Allotment**" shall mean that proportion of Fort Lupton's WGFP Allotment attributable to its participation in a WGFP Financing for Initial C&E and Completion C&E (if any) that is equal to the quotient of the amount of its Capital C&E Funding Obligations (not including WGFP Financing Costs other than principal) paid by Fort Lupton immediately prior to the date of the Default under Section 5.4.1 divided by the total amount of Fort Lupton's Capital C&E Funding Obligations for Initial C&E and Completion C&E (if any) satisfied through participation in a WGFP Financing (not including WGFP Financing costs other than principal), rounded down to the nearest whole WGFP Unit; and "**Unvested Allotment**" shall mean the remainder of Fort Lupton's WGFP Allotment attributable to Fort Lupton's participation in a WGFP Financing for Initial C&E and Completion C&E (if any).
- 5.4.6.2. For purposes of this Section 5.4.6, to the extent that Fort Lupton is a Cash Allottee for Initial C&E and in default under Section 5.3.1.1, "**Vested Allotment**" shall mean that proportion of Fort Lupton's WGFP Allotment attributable to its satisfaction of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments that is equal to the quotient of the amount of such Capital C&E Funding Obligations for Initial C&E paid by Fort Lupton through Capital C&E Funding Cash

Payments, if any, immediately prior to the date of the Default under Section 5.4.1 divided by the total amount of such WGFP Allottee's Capital C&E Funding Obligations for Initial C&E satisfied through Capital C&E Funding Cash Payments, rounded down to the nearest whole WGFP Unit; and "**Unvested Allotment**" shall mean the remainder of Fort Lupton's WGFP Allotment attributable to Fort Lupton's satisfaction of such Capital C&E Funding Obligations through Capital C&E Funding Cash Payments.

- 5.4.6.3. Upon Fort Lupton's satisfaction of all Capital C&E Funding Obligations for Initial C&E under Section 6.2.1 and Completion C&E under Section 6.2.2, Fort Lupton's "Vested Allotment" shall be considered to be all (100%) of Fort Lupton's WGFP Allotment, and any other Capital C&E Funding Obligations for Future Extraordinary C&E under Section 6.2.3 shall have no effect on Fort Lupton's "Vested Allotment."
- 5.4.6.4. A WGFP Allottee in Final Default under this Section 5.4.6 shall forfeit any and all right, title, claim, or interest, whether express or implied, in or to its Unvested Allotment plus fifty percent (50%) of its Vested Allotment, including any water then in storage in such Unvested Allotment and Vested Allotment. The WGFP Enterprise shall give notice to all WGFP Allottees of such forfeiture by the first business day of February of the calendar year in which such forfeiture occurs. Fort Lupton, by executing this Agreement, certifies that it has fully disclosed to the governing body of Fort Lupton the existence and consequence of this Contract, and agrees that but for its acceptance of the forfeiture of a WGFP Allotment pursuant to this Section 5.4.6.4, the WGFP Enterprise would not have entered into this Contract or any other agreement related to WGFP. Fort Lupton waives any and all legal or equitable claims, in any forum, to WGFP, WGFP Allotments, or WGFP assets, or against the WGFP Enterprise, arising out of a Final Default under this Section 5.4 by Fort Lupton. Irrespective of such forfeiture, a WGFP Allottee shall remain liable to the WGFP Enterprise to pay the full amount of its Capital C&E Funding Obligations.
- 5.4.6.5. A defaulting Loan Allottee's forfeited Unvested Allotment and Vested Allotment, including any water then in storage in such Unvested Allotment and Vested Allotment, shall be reallocated under Section 5.4.6.6 to all Loan Allottees that step up in proportion to the amounts each Loan Allottee stepped up thereunder. A defaulting Cash Allottee's forfeited Unvested Allotment and Vested Allotment, including any water then in storage in such Unvested Allotment and Vested Allotment, shall be reallocated to all non-defaulting WGFP Allottees by the WGFP Enterprise under the terms of Section 5.5.7.

5.4.6.6. Loan Allottee Step-Up.

5.4.6.6.1. Voluntary Step-Up. By March 15 following any Final Default under Section 5.4.6 that is subject to this Section 5.4.6.6, any Loan Allottee may voluntarily step up to (1) make all or part of the defaulted payment (including replenishment of the Liquidity Fund), and (2) assume the obligation for all future annual debt service and Operating C&E payments for that portion of a defaulting Loan Allottee's obligation. If two or more Loan Allottees volunteer to step up under this Section 5.4.6.6, then each will assume a pro rata portion (based on their respective WGFP Financing Participation Percentages), or agreed upon amount, of the defaulted payment.

5.4.6.6.2. Mandatory Step-Up. If not all defaulted payments are covered by Loan Allottees who choose to voluntarily step up under Section 5.4.6.6.1, then for any portion of the defaulted payment not voluntarily assumed under Section 5.4.6.6.1, the following mandatory step-up process is initiated on the first business day of April.

5.4.6.6.3. All Loan Allottees, including all Loan Allottees who voluntarily stepped up under Section 5.4.6.6.1, shall be assessed pro rata, based on the WGFP Financing Participation Percentages of the Loan Allottees not then in Default, to make up the defaulted payment (plus late fees and other expenses) by payment to the WGFP Enterprise on or before the first business day of July and must make all future annual payments for that pro rata portion of the defaulting Loan Allottee's WGFP Allotment.

5.4.6.6.4. For each non-defaulting Loan Allottee, mandatory step-up in any single year under Section 5.4.6.6.2 shall not exceed thirty-five percent (35%) of the Loan Allottee's then-existing Loan Allottee Financing Obligation.

5.5. Default on Operating C&E Payments Under Section 5.3.1.3.

5.5.1. Operating Costs & Reserves Default. Fort Lupton's failure to fully pay its payments due under Section 6.3.1 by the last business day of January of each calendar year shall constitute an event of Default.

5.5.2. Operating Reserve Fund to Cover Deficiency. In the event that Fort Lupton fails to fully and timely pay its pro-rata share of Operating C&E under Section 6.3.1, the WGFP Enterprise may draw upon Fort Lupton's portion of the Operating Reserve Fund or such other reserves as the Enterprise Board may establish and maintain in relation to Operating C&E

pursuant to Section 6.1.2 to make up any deficiency as a result of the failure of Fort Lupton to make a payment required under Section 6.3.

- 5.5.3. **Grace Period.** If Fort Lupton is in Default under Section 5.5.1 and fully makes its payments due under Section 6.3 by the last business day of February, then Fort Lupton shall no longer be considered in Default under Section 5.5.1 and no penalties or other Default obligations or consequences shall attach.
- 5.5.4. **Notice of Default.** On the first business day of March of each calendar year, the WGFP Enterprise shall notify Fort Lupton of the names of all WGFP Allottees, if any, whose payments due under Section 6.3 remain in Default after the grace period provided in Section 5.5.3.
- 5.5.5. **Cure.** Fort Lupton may cure a Default under this Section 5.5 by paying, on or before the last business day of January of the succeeding calendar year, an amount equal to (1) any Operating C&E then due or in Default; (2) a late-fee penalty of 1.5% of the amount of Operating C&E in Default for each month in Default after the grace period provided in Section 5.5.3 terminates, which shall be deposited into the Operating Reserve Fund in addition to any other amounts owed to such fund under this Contract; and (3) any other expenses incurred by the WGFP Enterprise or any other WGFP Allottee as a result of such Default. Alternatively, Fort Lupton may cure a Default under this Section 5.5.5 by obtaining the WGFP Enterprise's acceptance, on or before the last business day of January of the succeeding calendar year, of an alternate means of or plan for cure of the Default and thereafter fully performing under such alternate means of or plan for cure; the WGFP Enterprise shall give notice of the proposed alternate means or plan for cure to all other WGFP Allottees before taking formal action rejecting or accepting the same. The WGFP Enterprise's acceptance of a plan for cure of a Default under this Section 5.5.5 shall not constitute a waiver of any rights, claims, defenses, or remedies under this Contract.
- 5.5.6. **Final Default and Forfeiture.** Final Default shall occur if Fort Lupton fails to cure its defaulted payment under Section 5.5.5 by the date provided therein or fails to fully perform under a duly accepted alternate means of or plan for cure of the Default. If Fort Lupton has committed a Final Default under this Section 5.5.6, then Fort Lupton shall completely forfeit any and all right, title, claim, or interest, whether express or implied, in or to WGFP, including, without limitation, any and all WGFP Allotments or rights to WGFP assets under this Contract or any other agreement related to the WGFP. Any water in storage under a forfeited WGFP Allotment at the time of forfeiture shall not be available to the defaulting party and shall be reallocated along with the WGFP Allotment as provided in Section 5.5.7. Fort Lupton, by executing this Contract, certifies that it has fully disclosed to the governing body of Fort Lupton the existence and consequence of this Contract, and agrees that but for its acceptance of the termination of a WGFP Allotment and the consequences of Default, the WGFP Enterprise would not have entered into this Contract or any other agreement related to WGFP. Except for claims of breach under the express terms of this

Contract, Fort Lupton waives any and all legal or equitable claims, in any forum, to WGFP, WGFP Allotments, or WGFP Assets, or against the WGFP Enterprise, arising out of a Final Default under this Contract by Fort Lupton. Irrespective of such termination, Fort Lupton shall remain liable to the WGFP Enterprise to pay the full amount of its Capital C&E Funding Obligations under this Contract. The WGFP Enterprise shall send a notice of forfeiture under this Section 5.5.6 to all WGFP Allottees on the first business day of February in the calendar year in which the cure period terminates.

5.5.7. **Reallocation of Forfeited WGFP Allotment.** WGFP Allotments forfeited under Section 5.3.6.4 or Section 5.5.6 shall be reallocated by the WGFP Enterprise through a sealed-bid auction open to all non-defaulting WGFP Allottees. Auction bids to purchase all or a portion of the forfeited WGFP Allotment shall be submitted to the WGFP Enterprise on or before the first business day of April of the calendar year in which the cure period terminates and the WGFP Allotment is forfeited. In the event that the WGFP Enterprise receives one or more successful bids, closing on the sale of WGFP Allotments to such successful bidders shall occur by the first day in July of the same calendar year. The proceeds of any auction sale shall be applied first to cover the cure amount described in Section 5.5.5, except any monthly penalty, and second to cover any Operating C&E accrued during the disposition process that are attributable to the purchased WGFP Allotment. Any excess proceeds shall be distributed to Fort Lupton, less the monthly penalty provided in Section 5.5.5 if applicable. In the event the proceeds of any auction sale do not cover the cure amount described in Section 5.5.5, except any monthly penalty, and all Operating C&E accrued during the disposition process that are attributable to the purchased WGFP Allotment, the successful bidder(s) purchasing the WGFP Allotment shall pay the deficiency attributable to the amount of WGFP Units purchased at such auction sale.

5.5.7.1. In the event that the entire WGFP Allotment forfeited under Section 5.5.6 is not reallocated through the auction described in Section 5.5.7, the WGFP Enterprise shall in its discretion offer the remaining WGFP Allotment to other entities that are not existing WGFP Allottees at the time of the proposed transfer but that hold an allotment of Windy Gap Project Water. In the event that the WGFP Enterprise's offer is accepted by one or more entities under this Section 5.5.7.1, closing on the sale shall occur by the first business day in September of the same calendar year. The proceeds of any such sale shall be applied first to cover the cure amount described in Section 5.5.5, except any monthly penalty, and second to cover any Operating C&E accrued during the disposition process that are attributable to the purchased WGFP Allotment. Any excess proceeds shall be distributed to Fort Lupton, less the monthly penalty provided in Section 5.5.5 if applicable. In the event the proceeds of any sale under this Section 5.5.7.1 do not cover the cure amount described in Section 5.5.5, except any monthly penalty, and all Operating

C&E accrued during the disposition process that are attributable to the purchased WGFP Allotment, the purchaser(s) of the WGFP Allotment shall pay the deficiency attributable to the amount of WGFP Units purchased.

5.5.7.2. In the event that the entire WGFP Allotment forfeited under Section 5.5.6 is not reallocated through the auction described in Section 5.5.7 or under Section 5.5.7.1, the WGFP Enterprise shall reallocate such remaining WGFP Allotment to the non-defaulting WGFP Allottees pro rata based on the WGFP Participation Percentages. The WGFP Allottees who receive a portion of the reallocated WGFP Allotment under this Section 5.5.7.2 shall pay the amount then owing (except for the monthly cure penalty if applicable) on the WGFP Allotment on or before the first business day of November of the same calendar year in which the WGFP Allotment is forfeited.

5.5.8. If, in a particular Fiscal Year, Fort Lupton is in Default under the terms of this Section 5.5 with respect to payments to cover its pro-rata share of Operating C&E due under Section 6.3.1 and also in Default under the terms of Section 5.4, then the terms of this Section 5.5, and not Section 5.4, shall govern.

5.6. Liability of WGFP Enterprise and Fort Lupton.

5.6.1. **WGFP Enterprise Liability.** Any and all obligations of the WGFP Enterprise that may arise under this Contract, whether financial or otherwise, shall be payable solely from the revenues, income, rents and receipts earned by the WGFP Enterprise. Nothing herein shall be deemed to prevent the WGFP Enterprise from making any payments from any other legally available source. In no event shall the WGFP Enterprise be required to spend any money from taxes in violation of Section 20(4) of Article X of the Colorado Constitution in the performance of its obligations under this Contract or which would cause the WGFP Enterprise to lose its enterprise status as such status is defined in the Colorado Constitution. In addition, neither the WGFP Enterprise, the Subdistrict, nor the District shall be required to expend any funds or impair any assets of the Subdistrict or the District in the performance of any of the WGFP Enterprise's obligations under this Contract. The obligations of the WGFP Enterprise under this Contract do not constitute a debt or indebtedness of the WGFP Enterprise, the Subdistrict, or the District within the meaning of any constitutional, charter or statutory provision or limitation, and shall not be considered or held to be a general obligation of the WGFP Enterprise, the Subdistrict or the District.

5.6.2. **Allottee Liability.** Any and all obligations of Fort Lupton that may arise under this Contract whether financial or otherwise, shall be payable solely from the revenues, income, rents and receipts earned by Fort Lupton as a utility enterprise. Nothing herein shall be deemed to prevent Fort Lupton from making any payments from any other legally available source. In no

event shall Fort Lupton be required to spend any money from taxes in violation of Section 20(4) of Article X of the Colorado Constitution in the performance of its obligations under this Contract or which would cause Fort Lupton to lose its enterprise status as such status is defined in the Colorado Constitution. In addition, Fort Lupton shall not be required to expend any funds or impair any assets of its parent entity in the performance of its obligations under this Contract. The obligations of Fort Lupton under this Contract do not constitute a debt, indebtedness or multiple fiscal year obligation of its parent entity within the meaning of any constitutional, charter or statutory provision or limitation, and shall not be considered or held to be a general obligation of Fort Lupton or of its parent entity.

5.6.3. Fort Lupton shall not be liable to another WGFP Allottee or to the WGFP Enterprise, and the WGFP Enterprise shall not be liable to the WGFP Allottees, for consequential, indirect, punitive, or special damages arising under this Contract.

5.6.4. **Governmental Immunity.** The WGFP Enterprise and Fort Lupton are each relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, defenses, or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as amended from time to time.

5.7. **Amendments.** Except as otherwise provided in this Section 5.7, this Contract may be amended only with the written consent of (1) the WGFP Enterprise, (2) at least 75.0% of the WGFP Allottees, and (3) WGFP Allottees that collectively hold at least 75.0% of all WGFP Units; provided, however, that if any WGFP Financing is outstanding, any amendment to this Contract will be subject to the terms and conditions set forth in any Financing Documents; and further provided that this Contract may not be amended without Fort Lupton's written consent in a manner that results in a material adverse impact on the rights of Fort Lupton under this Contract to control its WGFP Allotment or have water diverted into, stored in, or released from the WGFP under its WGFP Allotment on a pro-rata and substantially similar basis with other WGFP Allottees. As provided in Section 6.2.1.1, an amendment under the terms of this Section 5.7 is not required for certain modifications to the means of payment of Fort Lupton's Capital C&E Funding Obligations for Initial C&E, the proportional amounts of its Capital C&E Funding Obligations for Initial C&E to be paid through Capital C&E Funding Cash Payments and/or participation in a WGFP Financing, or its election under Section 8.18, which modifications shall instead be governed by Section 6.2.1.1.

5.8. **Limitations on Rights of Allottee.** In addition to all the other terms, conditions and covenants contained herein, it is specifically understood and agreed by and between the parties hereto that the rights of Fort Lupton hereunder are subject to the following terms, conditions and limitations, to all intents and purposes as though set forth verbatim herein, and made a part hereof by reference:

5.8.1. The Water Conservancy Act of Colorado, C.R.S. § 37-45-101 *et seq.*;

5.8.2. The water activity enterprise statute, C.R.S. § 37-45.1-101 *et seq.*;

- 5.8.3. The Carriage Contract; provided that if any amendment to the Carriage Contract is proposed which would affect the right of Fort Lupton to use or reuse its full allotment of Windy Gap Project Water, the approval of such amendment shall first be obtained from Fort Lupton;
- 5.8.4. The rules, regulations and policies of the Enterprise Board, as may be established and amended from time to time; provided, however, that any such rules, regulations or policies shall not result in a material adverse impact on the rights of Fort Lupton under this Contract to control its WGFP Allotment or to have water diverted into, stored in, or released from the WGFP under its WGFP Allotment on a pro-rata and substantially similar basis with other WGFP Allottees; and
- 5.8.5. The requirements or conditions of any state or federal law, permits or regulatory approvals for the WGFP.
- 5.9. **Future Participation.** Nothing herein shall be construed in any manner that will obligate Fort Lupton to participate in any future or other project of the Subdistrict or the WGFP Enterprise that is not a part of the WGFP or preclude Allottee from participation therein.
- 5.10. **Third Party Beneficiaries.** Any WGFP Allottee shall have the right as a third-party beneficiary to initiate and maintain suit to enforce the obligations of other WGFP Allottees hereunder. The Subdistrict shall have the right as a third-party beneficiary to initiate and maintain suit to enforce its rights under Section 3.4.2. Except as otherwise provided by this Section 5.10, Section 3.4.2, and Section 8.17, enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the parties.
- 5.11. **Authorization.** Fort Lupton attaches hereto a true and correct copy of Fort Lupton's records authorizing the officers, whose names appear hereon, to enter into this Contract.
- 5.12. **Counterparts.** This Contract may be executed by the WGFP Enterprise and Fort Lupton in separate counterparts, each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute but one and the same instrument. Facsimile and electronic signatures shall be binding for all purposes.
- 5.13. **Entire Agreement; Merger of Prior Agreements.** This Contract, together with the statutes, contracts, rules, regulations and policies listed in Section 5.8, constitute the entire agreement and understanding of the parties and supersedes all prior agreements and understanding between the parties relating to the subject matter hereof. This Contract may not be interpreted, modified or changed by reference to other documents, understandings or agreements, whether written or oral, unless the interpretation, modification or change is subsequently agreed to in writing by the parties hereto.

- 5.14. **Severability.** If one or more clauses, sentences, Sections, paragraphs or provisions of this Contract shall be held to be unlawful, invalid or unenforceable, the remainder of this Contract shall not be affected thereby.
- 5.15. **Choice of Law; Venue.** This Contract shall be governed by the laws of the State of Colorado, and each party hereto consents and submits to venue in the District Court of Weld County, Colorado.
- 5.16. **Notices.** Notices authorized or required to be given under this Contract shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours, to the relevant party's address set forth in **Exhibit C**, or to such other address as a party may provide to the other party and all other WGFP Allottees from time to time. If specified herein, notice required to be given to all WGFP Allottees shall be given to the addresses set forth in **Exhibit C** or to such other addresses as the WGFP Allottees may provide to the WGFP Enterprise and the other WGFP Allottees from time to time.
- 5.17. **Construction Reports and Meetings.** The WGFP Enterprise will provide Fort Lupton with written monthly reports, together with financial reports regarding payment of charges and costs and expenditures during construction of Chimney Hollow Reservoir, on the progress of construction and the expenditure of funds. Among other items, the monthly written reports will include a breakdown and sum total of all known increases to the Chimney Hollow Reservoir construction contract amount due to projected, pending, or executed changes in work, including change orders, change directives, or field orders. In addition, the WGFP Enterprise shall schedule and hold meetings of all WGFP Allottees at the offices of the District at least quarterly at which time the WGFP Enterprise shall present and discuss the financial reports regarding payment of charges and costs by the WGFP Allottees and the expenditure of funds. Notwithstanding the foregoing, if any single Chimney Hollow Reservoir construction contract cost change will exceed two and a half percent (2.5%) of the initial Chimney Hollow Reservoir construction contract amount, the WGFP Enterprise will provide Fort Lupton with written notice of such anticipated cost changes before the cost change is executed and will hold a meeting of all WGFP Allottees as soon as practicable to discuss the drivers for such cost change, possible remedies, and budget impacts. In addition, the WGFP Enterprise will provide monthly updates regarding costs and potential changes for construction management, mitigation, enhancement, and other WGFP costs not included in the Chimney Hollow Reservoir construction contract.
- 5.18. **Financial Reporting Requirements; Audits.** The WGFP Enterprise shall furnish to Fort Lupton, as soon as available and in any event within one hundred eighty (180) days after the end of each Fiscal Year, the financial statements of the WGFP Enterprise as of the end of such Fiscal Year, all prepared in accordance with generally accepted accounting principles and in reasonable detail; provided that the WGFP Enterprise shall be in compliance with this reporting requirement when such information is published on the WGFP Enterprise's website or the Municipal Securities Rulemaking Board's Electronic Municipal Marketplace Access System (EMMA), or any service or services established by the Municipal Securities Rulemaking Board (or any of its successors) as a successor to EMMA. Fort Lupton may request an independent audit of the WGFP Enterprise's financial statements

for a Fiscal Year (as well as associated WGFP accounting records, supporting documentation, and billings to WGFP Allottees), to be paid for by Fort Lupton, by sending a written audit request to the WGFP Enterprise before the end of the succeeding Fiscal Year. If more than one WGFP Allottee requests an independent audit for a given Fiscal Year, then only one audit shall occur, and the audit shall be paid for by the WGFP Allottees that requested the audit based on their respective WGFP Participation Percentages.

- 5.19. **Most Favored Party.** The terms and provisions of the WGFP Allotment Contracts for each of the WGFP Allottees will be substantially similar and in no event shall the WGFP Enterprise offer an Allotment Contract to another WGFP Allottee with more favorable provisions based on all of the terms and conditions of the WGFP Allotment Contract as a whole without first offering to Fort Lupton the opportunity to amend this Contract to contain such favorable provisions.

6. **WGFP Funding.**

6.1. **Establishment of Funds.**

6.1.1. In addition to the funds established in Sections 7.4 and Section 8.4, the WGFP Enterprise shall establish and maintain an Operating Fund and an Operating Reserve Fund, with segregated accounts for each WGFP Allottee, to be used for disbursements to pay for the Operating C&E of the WGFP under the WGFP Allotment Contracts.

6.1.2. The WGFP Enterprise may establish and maintain additional reserve funds as it shall determine are necessary for operation, maintenance, repair, replacement, rehabilitation, or improvement of WGFP structures or facilities, with segregated accounts for each WGFP Allottee.

- 6.2. **Payment of Capital C&E Funding Obligations.** Fort Lupton agrees to pay its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments under the terms of Section 7, participation in a WGFP Financing under the terms of Section 8, or a combination thereof.

6.2.1. Initial C&E. The Initial C&E to be funded by the WGFP Allottees shall be \$600,000,000. Fort Lupton agrees to pay its Capital C&E Funding Obligations for Initial C&E under this Section 6.2.1 through participation in a WGFP Financing under the terms of Section 8. **Exhibit A** indicates each WGFP Allottee's Capital C&E Funding Obligation for such Initial C&E and chosen means of payment for such Initial C&E.

6.2.1.1. Until the date noticed by the WGFP Enterprise under this Section 6.2.1.1, Fort Lupton may, with the WGFP Enterprise's written consent and without the need to amend this Contract under the terms of Section 5.7, modify its chosen means of payment of its Capital C&E Funding Obligations for Initial C&E, including its proportional amounts between a Capital C&E Funding Cash Payment and participation in a WGFP Financing and its election under Section 8.18 (if participating in

WGFP Financing), and upon such modification the WGFP Enterprise shall update **Exhibit A** to the WGFP Allotment Contracts. Before the date of sale of a WGFP Financing for Initial C&E other than the CWCB Loan, the WGFP Enterprise will provide written notice to Fort Lupton setting forth the date by which Fort Lupton must finalize its payment method and election under Section 8.18 (if participating in WGFP Financing) for Initial C&E, which date shall be no less than 3 months after the date of notice unless Fort Lupton otherwise agrees. Any modification of payment method or election under Section 8.18 (if participating in WGFP Financing) for Initial C&E after the date provided in the notice shall require a contract amendment under the terms of Section 5.7.

6.2.2. Completion C&E. If the WGFP Enterprise determines that the WGFP Allottees' payment of their respective Capital C&E Funding Obligations to fund Initial C&E under Section 6.2.1 will be depleted and Completion C&E must be incurred to complete construction of the WGFP, then the WGFP Enterprise shall give notice as soon as reasonably practicable to the WGFP Allottees of the need to pay additional Capital C&E Funding Obligations under this Section 6.2, the estimated total amount of Completion C&E to be incurred, and whether the WGFP Enterprise will undertake additional WGFP Financing for the Completion C&E. If the WGFP Enterprise offers the option to participate in additional WGFP Financing, then Fort Lupton shall, within ninety (90) days of such notice, elect in writing to the WGFP Enterprise to pay its Capital C&E Funding Obligations for such Completion C&E under this Contract through Capital C&E Funding Cash Payments, participation in a WGFP Financing, or a combination thereof. If no such election is made, Fort Lupton shall be obligated to pay its Capital C&E Funding Obligations for such Completion C&E through participation in a WGFP Financing under Section 6.2.2.2. The WGFP Enterprise will update **Exhibit B** from time to time as needed under this Section 6.2.2.

6.2.2.1. To the extent that Fort Lupton elects to pay its Capital C&E Funding Obligations for such Completion C&E under this Contract through Capital C&E Funding Cash Payments, then it shall make such payments in accordance with Section 7 and on substantially the same terms as other WGFP Allottees making Capital C&E Funding Cash Payments, and agrees to execute any documents and agreements necessary to bind Fort Lupton to such terms. If Fort Lupton fails to timely make its Capital C&E Funding Cash Payment for such Completion C&E after so electing, then Fort Lupton shall be obligated to pay its Capital C&E Funding Obligations for such Completion C&E through participation in a WGFP Financing in the same manner as provided in Section 6.2.2.2.

6.2.2.2. To the extent that Fort Lupton is obligated to pay its Capital C&E Funding Obligations for such Completion C&E under this Contract through participation in a WGFP Financing, then it

shall make such payments and participate in such WGFP Financing in accordance with Section 8 and any applicable Financing Document and on substantially the same terms as any other WGFP Allottees participating in the WGFP Financing, and agrees to execute any documents and agreements necessary to bind Fort Lupton to such terms.

6.2.3. Future Extraordinary C&E. If the WGFP Enterprise determines that Future Extraordinary C&E must be incurred, then the WGFP Enterprise shall give notice as soon as reasonably practicable to Fort Lupton of the need to pay additional Capital C&E Funding Obligations under this Section 6.2 and the estimated total amount of Future Extraordinary C&E to be incurred. The Enterprise Board, in consultation with the WGFP Allottees, shall set a timeline for the WGFP Allottees to elect in writing to pay the Capital C&E Funding Obligations for such Future Extraordinary C&E under this Contract through Capital C&E Funding Cash Payments, participation in a WGFP Financing, or a combination thereof in accordance with the process described in Sections 6.2.2.1 and 6.2.2.2, and for the WGFP Allottees to make such payments of their respective Capital C&E Funding Obligations for such Future Extraordinary C&E to the WGFP Enterprise. If no such election is made, Fort Lupton shall be obligated to pay its Capital C&E Funding Obligations for such Future Extraordinary C&E through participation in a WGFP Financing in accordance with the process described in Section 6.2.2.2.

6.2.3.1. Notwithstanding the foregoing in Section 6.2.3, if an emergency or natural disaster imminently threatens life, health, safety, or damage to the WGFP, the WGFP Enterprise may incur Future Extraordinary C&E to make reasonably necessary emergency repairs to mitigate threatened damage, provided that the WGFP Enterprise shall notify Fort Lupton of such emergency and the need for such expenditures in advance (or if not possible in advance, then as soon as practicable), and whether the WGFP Enterprise will undertake additional WGFP Financing for the future Extraordinary C&E. In the event that the WGFP Enterprise incurs such emergency Future Extraordinary C&E, and if the WGFP Enterprise offers the option to participate in additional WGFP Financing, then Fort Lupton shall have thirty (30) days to elect in writing to pay its Capital C&E Funding Obligations for such emergency Future Extraordinary C&E through Capital C&E Funding Cash Payments in accordance with the process described in Section 6.2.2.1. If no such election is made, then Fort Lupton shall be obligated to pay its Capital C&E Funding Obligations for such emergency Future Extraordinary C&E through participation in a WGFP Financing in accordance with the process described in Section 6.2.2.2.

6.2.4. To the extent Fort Lupton satisfies any of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, other than Capital C&E Funding Cash Payments for emergency Future Extraordinary

C&E incurred by the WGFP Enterprise prior to the giving of notice to Fort Lupton, the WGFP Enterprise may require that Fort Lupton provide adequate assurance in advance of closing on the corresponding WGFP Financing that it will be able to provide the required Capital C&E Funding Cash Payment on the date such Capital C&E Funding Cash Payments are due to the WGFP Enterprise under Section 7.3 or such other date as is agreed to by the WGFP Enterprise and Fort Lupton.

6.3. Payment of Operating C&E and into Reserve Funds.

6.3.1. To the extent that Fort Lupton meets its Capital C&E Funding Obligations under Section 6.2 through participation in WGFP Financing, Fort Lupton hereby agrees to fund all of its portion of Operating Costs & Reserves during the term(s) of any debt incurred for WGFP Financing in which Fort Lupton participates in accordance with Section 8 hereof. When Fort Lupton is not participating in any WGFP Financing or no debt is outstanding on WGFP Financing in which Fort Lupton participates, Fort Lupton agrees to fund its portion of Operating Costs & Reserves by paying to the WGFP Enterprise, on or before the last business day of January of each calendar year, the following amounts:

6.3.1.1. An amount equal to the product obtained by multiplying Fort Lupton's WGFP Participation Percentage by the total amount of all Operating C&E estimated by the WGFP Enterprise to be incurred by the WGFP Enterprise in the then current calendar year, which the WGFP Enterprise shall deposit in the Operating Fund to be drawn upon in proportion to the WGFP Fort Lupton's WGFP Participation Percentages to pay for Operating C&E as they are incurred;

6.3.1.2. Any amount needed to replenish any draws theretofore made on Fort Lupton's subaccount in the Operating Reserve Fund, which the WGFP Enterprise shall deposit in the Operating Reserve Fund;

6.3.1.3. An amount equal to the product obtained by multiplying Fort Lupton's WGFP Participation Percentage by the total amount needed to increase the amount on deposit in the Operating Reserve Fund to equal the aggregate of the following two years of Operating C&E as estimated by the WGFP Enterprise under Section 1.20, which the WGFP Enterprise shall deposit in the Operating Reserve Fund to be drawn upon when the moneys contained in Fort Lupton's subaccount in the Operating Fund are insufficient to make payments on Operating C&E; and

6.3.1.4. An amount equal to the product obtained by multiplying Fort Lupton's WGFP Participation Percentage by the total amount needed to replenish and maintain such other reserves as the Board may determine are necessary to establish and maintain in relation to Operating C&E, if any, pursuant to Section 6.1.2.

- 6.4. **Funding.** In order to meet Fort Lupton's obligations under this Contract to pay its pro rata share of Operating C&E and its Loan Allottee Financing Obligations, if any, Fort Lupton agrees as follows:
- 6.4.1. Fort Lupton shall to the fullest extent permitted by law fix rates, charges, or assessments so that Fort Lupton will at all times have sufficient money to meet its obligations hereunder, and confirms (1) that, in accordance with C.R.S. § 31-35-402(1)(h), payments of its outstanding obligations to pay its pro rata share of Operating C&E and its Loan Allottee Financing Obligations, if any, under this Contract (i) constitute special obligations of Fort Lupton, payable solely from the revenues and other moneys derived by Fort Lupton as a utility enterprise, and (ii) shall be treated as expenses of operating such utility enterprise; and (2) that there are either (i) no liens, charges or encumbrances on the revenues and other moneys derived by Fort Lupton as a utility enterprise, or (ii) no liens, charges or encumbrances on the revenues and other moneys derived by Fort Lupton as a utility enterprise that include priority of payments with respect thereto that are prior to the payment of the expenses of operating such utility enterprise, including amounts hereunder. Fort Lupton represents and warrants that it constitutes an "enterprise" within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR) and does not have the legal authority to levy a tax. Fort Lupton's outstanding obligations to pay its pro rata share of Operating C&E and its Loan Allottee Financing Obligations if any, under this Contract do not constitute a general obligation debt or indebtedness of Fort Lupton within the meaning of any constitutional or statutory debt limitations or provisions, and are not payable in whole or in part from the proceeds of ad valorem property or other taxes of Fort Lupton.
- 6.4.2. Nothing herein shall be construed as prohibiting Fort Lupton from (1) using any other funds and revenues legally available therefor for purposes of satisfying any provisions of this Contract or (2) incurring obligations payable on a parity with the obligations under this Contract so long as Fort Lupton's obligations to pay its pro rata share of Operating C&E and its Loan Allottee Financing Obligations, if any, under this Contract continue to constitute special obligations of Fort Lupton, payable solely from the revenues and other moneys derived by Fort Lupton as a utility enterprise, and are treated as expenses of operating such utility enterprise.
- 6.4.3. Fort Lupton shall make payments required by this Contract whether or not the WGFP is permitted, undertaken, completed, operable, operated or retired and notwithstanding the suspension, interruption, interference, reduction, or curtailment of operation of the WGFP in whole or in part for any reason whatsoever. Such payments are not subject to any reduction, whether offset or otherwise, and are not conditioned upon performance by the WGFP Enterprise or any other WGFP Allottee under this Contract or any other agreement.

- 6.4.4. Fort Lupton shall take all reasonable steps to maintain its status as an enterprise as defined in Section 20 of Article X of the Colorado Constitution.
- 6.4.5. Fort Lupton shall not be liable under this Contract for the obligations of any other WGFP Allottee except as otherwise expressly set forth herein. Each WGFP Allottee shall be solely responsible and liable for performance of its obligations under its respective WGFP Allotment Contract. The obligation of each WGFP Allottee to make payments under its respective WGFP Allotment Contract is a several obligation and not a joint obligation with those of the WGFP Allottees.
- 6.5. **Security.** Fort Lupton hereby represents and warrants that its revenues as a utility enterprise are pledged to pay the operation and maintenance expenses of such utility enterprise along with any indebtedness incurred by Fort Lupton for the purpose of financing or refinancing improvements to its utility enterprise. Furthermore, Fort Lupton hereby represents and warrants that, in accordance with C.R.S. § 31-35-402(1)(h), Fort Lupton's obligations to pay its pro rata portion of Operating C&E and its Loan Allottee Financing Obligations, if any, under this Contract constitute special obligations of Fort Lupton, payable solely from the revenues and other moneys derived by Fort Lupton as a utility enterprise, and shall be treated as expenses of operating such utility enterprise. Fort Lupton hereby covenants that it will not issue or otherwise incur any indebtedness or other obligation that has a lien on its revenues as a utility enterprise prior or superior to its obligation to pay its operating expenses as a utility enterprise.
- 6.6. **Cooperation, Disclosure and Documents.** Fort Lupton shall cooperate with the WGFP Enterprise for the purpose of expediting the issuance of WGFP Financing Obligations (as defined in Section 8.2) to finance the applicable portion of Capital C&E by providing such information and disclosure as may be reasonably required for such purpose, and by delivering all closing documents reasonably required by the WGFP Enterprise's counsel at the closing of each series of WGFP Financing Obligations. The WGFP Enterprise and Fort Lupton will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to effect any financing and refinancing of Capital C&E and to allow the WGFP Enterprise to comply with reporting obligations, to assure the WGFP Enterprise of Fort Lupton's intention to perform hereunder and for the better assuring and confirming unto the WGFP Enterprise and any Lender (as defined in Section 8.2) the rights and benefits provided to them herein.
- 6.7. **Maintenance of Tax-Exempt Status of WGFP Financing Obligations.** Notwithstanding any other provision of this Contract, no WGFP Allottee will take any action or omit to take any action, directly or indirectly, in any manner, which would result in any of the WGFP Financing Obligations (as defined in Section 8.2), the interest on which was intended to be excludable from gross income for federal income tax purposes, being treated as an obligation not described in Section 103(a) of the Internal Revenue Code of 1986, as amended, by reason of classification of such WGFP Financing Obligations as a "private activity bond" within the meaning of Section 141 of said Code, by reason of classification of such WGFP Financing

Obligations as an “arbitrage bond” within the meaning of Section 148 of said Code, or for any other reason.

PART III – PROVISIONS APPLICABLE TO CASH ALLOTTEES

7. Provisions Applicable to Cash Allottees.

- 7.1. **Applicability.** This Section 7 shall, unless modified by express language in a subsequent agreement, be applicable to Fort Lupton to the extent that it meets its Capital C&E Funding Obligations under Section 6.2 through Capital C&E Funding Cash Payments. Fort Lupton is referred to herein as a Cash Allottee to the extent that it meets its Capital C&E Funding Obligations under Section 6.2 through Capital C&E Funding Cash Payments.
- 7.2. **Additional Definitions.** In addition to the definitions in Section 1, the following definitions shall apply to this Section 7.
 - 7.2.1. **“Escrow Agreement”** means the escrow agreement between the WGFP Enterprise and Cash Allottee as more particularly described in this Section 7.
 - 7.2.2. **“Escrow Fund”** means the escrow fund established under the Escrow Agreement.
- 7.3. **Payment of Capital C&E Funding Obligations.**
 - 7.3.1. **Initial C&E.** To the extent Fort Lupton meets its Capital C&E Funding Obligations for Initial C&E under Section 6.2.1 through Capital C&E Funding Cash Payments, Fort Lupton hereby agrees to provide its Capital C&E Funding Cash Payment for such Initial C&E to the WGFP Enterprise on or before the date of sale of any WGFP Financing, exclusive of a CWCB Loan (as defined in Section 8.2), for such amount of Capital C&E.
 - 7.3.1.1. In the event that the WGFP Enterprise, in consultation with the WGFP Allottees, determines that a portion of the Initial C&E should be incurred before the date of sale of any WGFP Financing (exclusive of a CWCB Loan) and paid for using the CWCB Loan and Capital C&E Funding Cash Payments, the WGFP Enterprise shall give notice to the WGFP Allottees of its intent to incur such Capital C&E and, to the extent Fort Lupton meets its Capital C&E Funding Obligations for Initial C&E under Section 6.2.1 through Capital C&E Funding Cash Payments, Fort Lupton agrees to provide a portion of its Capital C&E Funding Cash Payment corresponding to the proportion of the Initial C&E to be incurred before the date of sale of any WGFP Financing (exclusive of a CWCB Loan) to the WGFP Enterprise within sixty (60) days after WGFP Enterprise sends the notice described herein; in such event, the remainder of Fort Lupton’s Capital C&E Funding Obligations for Initial C&E under Section 6.2.1 shall still be due to the WGFP Enterprise on

or before the date of sale of any WGFP Financing for such amount of Capital C&E, exclusive of a CWCB Loan.

- 7.3.2. **Completion C&E and Future Extraordinary C&E.** To the extent Fort Lupton elects to meet its Capital C&E Funding Obligations for Completion C&E under Section 6.2.2 or its additional Capital C&E Funding Obligations for Future Extraordinary C&E under Section 6.2.3, other than Capital C&E Funding Cash Payments for emergency Future Extraordinary C&E incurred by the WGFP Enterprise prior to the giving of notice to Fort Lupton, through Capital C&E Funding Cash Payments, Fort Lupton hereby agrees to provide its Capital C&E Funding Cash Payment to the WGFP Enterprise on or before the date of sale of any associated WGFP Financing, or on such other date as agreed to by the WGFP Enterprise and Fort Lupton.
- 7.3.3. For sixty (60) days immediately before a Capital C&E Funding Cash Payment associated with Capital C&E is due to the WGFP Enterprise in accordance with this Section 7.3, Cash Allottee agrees to place the funds to be provided to WGFP Enterprise in an escrow account and schedule such funds for release to the WGFP Enterprise on the date such Capital C&E Funding Cash Payments are due to the WGFP Enterprise, except that Cash Allottee may release and provide such funds to the WGFP Enterprise in advance of such due date in its discretion.
- 7.3.4. To the extent Fort Lupton meets any of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, Fort Lupton hereby represents, warrants, and covenants that such Capital C&E Funding Cash Payments shall and will be delivered to the WGFP Enterprise free and clear of any prior lien, including any pledge of its revenues as a utility enterprise.
- 7.4. **Escrow Agreement; Escrow Fund.** In addition to the funds established under Section 6.1, the WGFP Enterprise shall establish and maintain an Escrow Fund pursuant to an Escrow Agreement between the WGFP Enterprise and Cash Allottee in the form attached hereto as **Exhibit D**, with segregated accounts for each WGFP Allottee required to make payments into such Escrow Fund. The WGFP Enterprise shall deposit the proceeds of Cash Allottees' Capital C&E Funding Cash Payments into the Escrow Fund.
- 7.5. **Disbursements From Escrow Fund to Pay for Capital C&E.** Pursuant to the terms of the Escrow Agreement, the WGFP Enterprise shall disburse amounts from the Escrow Fund on a periodic basis for the payment of amounts due and owing on account of the Cash Allottee's Capital C&E Funding Obligations attributable to its Capital C&E Funding Cash Payment. Pursuant to the terms of the Escrow Agreement, such periodic disbursements from the Escrow Fund shall occur simultaneously with disbursements from the funds and accounts funded with proceeds provided by all other WGFP Allottees, whether through the provision of Capital C&E Funding Cash Payments or through participation in WGFP Financing, and each disbursement from the Escrow Fund shall be in an amount where the ratio of such amount to the total disbursements for Capital C&E Funding Obligations for such period is equal to the Cash Allottee's pro-rata share of Capital C&E Funding

Obligations attributable to its Capital C&E Funding Cash Payment at the time of any such disbursement.

- 7.6. To the extent Fort Lupton satisfies any of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, if the WGFP Enterprise holds any proceeds from Fort Lupton's payment of its Capital C&E Funding Obligations after the WGFP Enterprise determines that all Capital C&E have been paid in full, then the WGFP Enterprise shall, at Fort Lupton's option, either reimburse such proceeds to Fort Lupton or transfer and credit such proceeds to Fort Lupton's payment of other C&E due under this Contract.

PART IV – PROVISIONS APPLICABLE TO LOAN ALLOTTEES

8. WGFP Financing.

- 8.1. **Applicability.** This Section 8 shall, unless modified by express language in a subsequent agreement, be applicable to Fort Lupton to the extent that it participates in a WGFP Financing and for the term of repayment of any such WGFP Financing in which Fort Lupton participates. Fort Lupton is referred to herein as a Loan Allottee to the extent that it participates in any WGFP Financing.
- 8.2. **Additional Definitions.** In addition to the definitions in Section 1, the following definitions shall apply to WGFP Financing and this Section 8.
- 8.2.1. **“CWCB Loan”** means a loan or loans issued or to be issued to the WGFP Enterprise by the Colorado Water Conservation Board under an intergovernmental loan contract.
- 8.2.2. **“Debt Service Fund”** means a fund established under any Financing Document to provide for the payment of WGFP Financing Obligations.
- 8.2.3. **“Debt Service Reserve Fund”** means a reserve fund established under any Financing Document to provide for the payment of WGFP Financing Obligations when the moneys contained in the Debt Service Fund for such WGFP Financing Obligations are insufficient to make such payments.
- 8.2.4. **“Lender”** means any lender, bondholder, noteholder, lessee or other holder of any other obligation or indebtedness (including the State of Colorado, the United States of America, or any department, bureau or other affiliated entity thereof) issued in connection with a WGFP Financing of the WGFP Enterprise which constitutes a WGFP Financing Obligation.
- 8.2.5. **“Revenue Fund”** means a fund established to provide for the disbursement of annual payments made by Loan Allottees under the terms of Section 8.6.
- 8.2.6. **“Subordinated Lien Loan Fund”** means a fund established hereunder to provide for the payment of any lien borrowings that are subordinate to WGFP Financing Obligations, including the CWCB Loan.

- 8.2.7. **“Subordinated Lien Loan Reserve Fund”** means a reserve fund established under Section 8.4.
- 8.2.8. **“WGFP Financing Costs”** means any and all costs associated with a WGFP Financing, including but not limited to (a) the principal of and interest on all WGFP Financings, (b) fees payable to Lenders and others related to the issuance and administration of a WGFP Financing, and (c) reserves required in connection with a WGFP Financing, if any. WGFP Financing Costs are included in the definition of Capital C&E.
- 8.2.9. **“WGFP Financing Obligation”** means the obligation of the WGFP Enterprise to repay an amount of money borrowed from a Lender through a WGFP Financing.
- 8.3. **Issuance or Incurrence of WGFP Financing Obligations.** The WGFP Enterprise will use its best efforts to issue or cause to be issued WGFP Financing Obligations. The WGFP Enterprise may obtain such WGFP Financing in one or more transactions and by one or more means. The WGFP Financing Obligations shall be issued, in one or more issuances, only upon approval of the Enterprise Board. To the extent Fort Lupton participates in any WGFP Financing, Fort Lupton authorizes an initial WGFP Financing for the Initial C&E (less that amount funded by Capital C&E Funding Cash Payments) as described in Section 6.2.1,d defined in **Exhibit A**, and in accordance with Section 8.18; and such WGFP Financing for Completion C&E or Future Extraordinary C&E as determined by the Enterprise Board to be necessary under Section 6.2.2 and Section 6.2.3, respectively.
- 8.4. **WGFP Financing Funds.** In addition to the funds established in Section 6.1, there shall be established and maintained either by the WGFP Enterprise or under any Financing Documents the following funds and reserve funds, with segregated accounts for each Loan Allottee, to be used under the terms of this Section 8: a Revenue Fund; a Debt Service Fund; a Debt Service Reserve Fund; a Subordinated Lien Loan Fund; a Subordinated Lien Loan Reserve Fund; and a Liquidity Fund.
- 8.4.1. **Liquidity Fund.** For each WGFP Financing undertaken by the WGFP Enterprise, whether senior lien or subordinate lien, in which Fort Lupton participates, and to the extent of such participation, Loan Allottees shall, on a due date or due dates set by the WGFP Enterprise in its discretion and noticed to the WGFP Allottees, deposit with the WGFP Enterprise an amount equal to the product of Loan Allottee’s WGFP Financing Participation Percentage multiplied by 30% of the maximum annual debt service on such WGFP Financing, which the WGFP Enterprise shall deposit in the Liquidity Fund in segregated accounts for each Loan Allottee. Such Liquidity Fund shall be held by the WGFP Enterprise to be applied separately from any reserves required for the borrowings. Upon full repayment of a WGFP Financing, the WGFP Enterprise shall return the amount each Loan Allottee deposited in the Liquidity Fund for such WGFP Financing to such Loan Allottee. Any interest accrued by the Liquidity Fund shall be transferred to the Operating Fund and credited, based on the WGFP Financing Participation Percentages, to each Loan Allottee’s payment of amounts due to such fund under this Contract.

- 8.5. **Payment of Loan Allottee's Capital C&E Funding Obligations and Operating C&E.** To the extent Fort Lupton participates in any WGFP Financing and for the term of any such WGFP Financing, Loan Allottee hereby agrees to pay, on or before the last business day of January of each calendar year, an amount equal to the sum of the following:
- 8.5.1. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Participation Percentage by the total amount of all Operating C&E estimated by the WGFP Enterprise to become due in the then current calendar year;
 - 8.5.2. Subject to Section 8.18 hereof, an amount equal to the product obtained by multiplying Loan Allottee's WGFP Financing Participation Percentage by the total amount of principal of and interest to become due, on or prior to January 14 of the following calendar year, on all WGFP Financing;
 - 8.5.3. Any amount needed to replenish any draws theretofore made on Loan Allottee's subaccount in the Operating Reserve Fund;
 - 8.5.4. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Participation Percentage by the total amount needed to increase the amount on deposit in the Operating Reserve Fund to equal the aggregate of the following two years of Operating C&E as estimated by the WGFP Enterprise under Section 1.20;
 - 8.5.5. Any amount needed to replenish any draws theretofore made on Loan Allottee's subaccount in the Debt Service Reserve Fund;
 - 8.5.6. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Financing Participation Percentage by the total amount needed to increase the amount on deposit in the Debt Service Reserve Fund to equal the amount required to be on deposit therein under any Financing Document;
 - 8.5.7. Any amount needed to replenish any draws theretofore made on Loan Allottee's subaccount in the Subordinated Lien Loan Reserve Fund;
 - 8.5.8. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Financing Participation Percentage by the total amount needed to increase the amount on deposit in the Subordinated Lien Loan Reserve Fund to equal the amount required to be on deposit therein under any Financing Document;
 - 8.5.9. Any amount needed to replenish any draws theretofore made on Loan Allottee's subaccounts in such other reserves as the Enterprise Board may determine are necessary to establish and maintain in relation to Operating C&E, if any, pursuant to Section 6.1.2;

- 8.5.10. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Participation Percentage by the total amount needed to increase the amount on deposit in such other reserves as the Enterprise Board may determine are necessary to establish and maintain in relation to Operating C&E, if any, pursuant to Section 6.1.2 to equal the amount determined by the Enterprise Board to be necessary to be on deposit therein;
 - 8.5.11. An amount equal to Loan Allottee's obligation to contribute funds into the Liquidity Fund as provided in Section 8.4.1; and
 - 8.5.12. Any amount due from Loan Allottee pursuant to Voluntary Step-Up or Mandatory Step-Up under Section 5.4.6.6.
- 8.6. **Revenue Fund.** The WGFP Enterprise shall deposit all amounts paid by Loan Allottee under Section 8.5 into the Revenue Fund and credit such amounts to Loan Allottees' subaccounts therein. Monies in the Revenue Fund shall be disbursed periodically by the WGFP Enterprise to the following funds in the following order of priority:
- 8.6.1. To the Operating Fund, the full amount of the current Operating C&E attributable to all Loan Allottees;
 - 8.6.2. To the Debt Service Fund, an amount equal to the WGFP Financing Costs for such period, except for financing costs for any subordinated lien borrowing, including the CWCB Loan;
 - 8.6.3. To the Subordinated Lien Loan Fund, an amount necessary to pay the debt service for such period on all subordinated lien borrowings, including the CWCB Loan;
 - 8.6.4. To the Operating Reserve Fund, an amount necessary to replenish any prior draws made in respect of any and all Loan Allottees and to increase the amount on deposit therein to equal the aggregate of the following two years of Operating C&E as estimated by the WGFP Enterprise under Section 1.20;
 - 8.6.5. To the Debt Service Reserve Fund, an amount necessary to replenish any prior draws made in order to pay WGFP Financing Costs and to increase the amount on deposit therein to equal the amount required to be on deposit therein under any Financing Document;
 - 8.6.6. To the Subordinated Lien Loan Reserve Fund, an amount necessary to replenish any prior draws made in order to pay any subordinated lien borrowings, including the CWCB Loan, and to increase the amount on deposit therein to equal the amount required to be on deposit therein under any Financing Document;
 - 8.6.7. To such other reserves as the Enterprise Board may determine are necessary to establish and maintain in relation to Operating C&E, if any, pursuant to Section 6.1.2, an amount necessary to replenish any prior draws made in

order to pay Operating C&E and to increase the amount on deposit therein to equal the amount determined by the Enterprise Board to be necessary to be on deposit therein;

8.6.8. To the Liquidity Fund, an amount necessary to maintain such fund at the amount described in Section 8.4.1; and

8.6.9. If any amount remains, to a surplus fund established and maintained by the WGFP Enterprise to be used by the WGFP Enterprise in its discretion for any lawful purpose of the WGFP Enterprise.

8.7. **Billing Statement and Payment of WGFP Financing Costs and Operating C&E.** As a component of the Billing Statement described in Section 4.5, the WGFP Enterprise shall furnish Loan Allottee with a written statement of the estimated WGFP Financing Costs for each succeeding Fiscal Year, if any, taking into account applicable credits received by the WGFP Enterprise and estimated investment earnings on moneys, if any, related to WGFP Financing Obligations and held by the WGFP Enterprise. Allottee shall pay, or cause to be paid, to the WGFP Enterprise, on or before the last business day of January of each calendar year, 100% of the WGFP Financing Costs billed to Allottee in such written statement.

8.8. **Interest on Late Payment.** Any amount of the WGFP Financing Costs billed in a Fiscal Year by the WGFP Enterprise under Section 8.7 which remains unpaid after the last business day of February shall bear interest from such day at the per annum interest rate of eighteen percent (18%) until paid. To the extent Fort Lupton is a Loan Allottee, interest paid by Loan Allottee shall not change the WGFP Participation Percentage or WGFP Financing Participation Percentage of Loan Allottee but shall be applied to the payment of WGFP Financing Costs of the Loan Allottees other than the Loan Allottee paying such interest in accordance with the applicable Financing Documents.

8.9. **WGFP Enterprise Responsibility Regarding Collected Funds.** The WGFP Enterprise shall apply the funds paid by Loan Allottee pursuant to Section 8.5 solely as provided in Section 8.6. The WGFP Enterprise shall keep amounts collected under this Contract from Loan Allottee in a designated account for the WGFP Financing Obligations, promptly pay when due the WGFP Financing Costs, provide WGFP Financing accounting and payment information to all WGFP Allottees, and take such other reasonable actions as may be requested by Loan Allottee and agreed to by the WGFP Enterprise; provided, that failure of the WGFP Enterprise or of Loan Allottee to make payment required by Section 8 of a WGFP Allotment Contract shall not relieve Loan Allottee of its obligation to pay all amounts owed under this Contract.

8.10. **Loan Allottee Bankruptcy or Insolvency.** In addition to a failure to pay any amounts due under Section 8.5, Default under Section 5.3.1.2 shall also include, without limitation, Loan Allottee's act of filing any petition or instituting any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby Loan Allottee asks or seeks or prays to be adjudicated a

bankrupt, or to be discharged from any or all of its debts or obligations, or offers to its creditors to effect a composition or extension of time to pay its debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of its debts or for any other similar relief, or Loan Allottee's act of making a general or any assignment for the benefit of its creditors. A Default under this Section 8.10 shall be subject to the Default, forfeiture, and other provisions of Section 5.4.

- 8.11. **Future Financings.** In the event Fort Lupton participates in any future borrowing or refinancing authorized by this Contract, Fort Lupton agrees to undertake the same obligations as are set forth in this Section 8.
- 8.12. **Obligation Is Not Subject to Reduction.** Loan Allottee shall make payments under Section 8.5 of this Contract whether or not WGFP is permitted, undertaken, completed, operable, operated or retired and notwithstanding the suspension, interruption, interference, reduction, or curtailment of operation of WGFP or of water or storage contracted for in whole or in part for any reason whatsoever. Such payments are not subject to any reduction, whether offset or otherwise, and are not conditioned upon performance by the WGFP Enterprise or any other Loan Allottee under this Contract or any other agreement. If and to the extent Loan Allottee transfers all or a part of its WGFP Allotment associated with any WGFP Financing under the terms of Section 5.2, Loan Allottee shall remain liable for its obligations to pay the WGFP Enterprise for the WGFP Financing associated with the transferred WGFP Allotment in the event and to the extent not paid by the transferee acquiring such WGFP Allotment.
- 8.13. **Severall Obligation.** No Loan Allottee shall be liable under its respective WGFP Allotment Contract for the obligations of any other Loan Allottee except as expressly set forth in Section 5.4 hereof. Each Loan Allottee shall be solely responsible and liable for performance of its obligations under its respective WGFP Allotment Contract. The obligation of each Loan Allottee to make payments under its respective WGFP Allotment Contract is a severall obligation and not a joint obligation with those of the other WGFP Allottees.
- 8.14. **Limited Obligations of WGFP Enterprise.** WGFP Financing Obligations incurred by the WGFP Enterprise pursuant to this authorization are special revenue obligations of the WGFP Enterprise payable solely from the amounts received by the WGFP Enterprise from the Loan Allottees under the WGFP Allotment Contracts. WGFP Financing Obligations do not constitute a general obligation debt or indebtedness of the WGFP Enterprise within the meaning of any constitutional or statutory debt limitations or provisions. The WGFP Enterprise does not have the legal authority to levy a tax.
- 8.15. **Allocation of Project Expenses; Disbursements.** Allottee agrees that all WGFP Financing Costs are to be paid solely from the amounts received by the WGFP Enterprise from the Loan Allottees under the WGFP Allotment Contracts, and are not the responsibility of the WGFP Enterprise, the WGFP Allottees that did not participate in WGFP Financing to the extent that they did not participate, or the District.

- 8.15.1. The Financing Documents relating to WGFP Financing Obligations shall provide that simultaneously at the time of the disbursement of any proceeds of WGFP Financing Obligations there will be a disbursement of proceeds from the funds holding cash payments made by WGFP Allottees not participating in WGFP Financing, and that in each instance the disbursement of proceeds of WGFP Financing Obligations and the disbursement of proceeds from the funds holding cash payments made by WGFP Allottee not participating in WGFP Financing shall be in proportion to the applicable WGFP Participation Percentage of each WGFP Allottee.
- 8.16. **Pledge or Assignment to Lender.** The WGFP Enterprise may pledge and assign to any Lender all or any portion of the payments received under this Contract from Allottee. Such pledge and assignment by the WGFP Enterprise shall be made effective for such time as the WGFP Enterprise shall determine and provide that the Lender shall have the power to enforce this Contract if an event of default occurs under the applicable Financing Document.
- 8.17. **Lender is Third Party Beneficiary.** Any Lender shall have the right as a third-party beneficiary to initiate and maintain suit to enforce this Contract to the extent provided in any Financing Document.
- 8.18. **Loan Allottees' Elections of Amortization Schedules.** All WGFP Allottees have been directly and substantially involved with the WGFP Enterprise in creating the form of this Contract. The WGFP Enterprise has advised all WGFP Allottees, among other things, that: (a) the WGFP is not a project amenable to being down-scaled in the event less than all currently anticipated WGFP Allottees participate; (b) the WGFP Enterprise intends to obtain for Initial C&E (i) a WGFP Financing in the form of a \$90 million, 30-year, low interest rate, subordinate lien, level debt service CWCB Loan, and (ii) a WGFP Financing in the form of a publicly-offered issue of revenue bonds for the balance of the WGFP Financing Obligation for Initial C&E with a 30-year, market-based interest rate, level debt service loan (the "Revenue Bond Financing"). Some Loan Allottees have informed the WGFP Enterprise that they prefer to participate in the Revenue Bond Financing to fund their individual Capital C&E Funding Obligation for Initial C&E if their payments are substantially based on an amortization schedule of 20 years, and other Loan Allottees have informed the WGFP Enterprise that their ability to participate in the Revenue Bond Financing to fund their individual Capital C&E Funding Obligation for Initial C&E requires a 30-year amortization. The WGFP Enterprise has determined that separate 20-year and 30-year bond issues are not a viable option. The WGFP Enterprise and WGFP Allottees are willing to accommodate a mixture of 20-year and 30-year amortization schedules if the accommodation does not adversely affect any WGFP Allottees or alter the obligations of all Loan Allottees under their WGFP Allotment Contracts (other than establishment of different amortization schedules for Loan Allottees according to their preferences for 20-year or 30-year amortization schedules). The WGFP Enterprise has advised all WGFP Allottees, among other things, that: (a) the WGFP Enterprise must make determinations as to what is in the best interests of building the WGFP and in the best interests of all WGFP Allottees; and (b) it has sought, received and is relying on the advice of its financial advisor and its investment banker as to this Contract, including as to alternative financing structures, as well the advice of its bond

counsel and general counsel on related legal matters. The WGFP Enterprise has determined its only currently viable financing course of action for Initial C&E is that: (A) if available, the CWCB Loan will have a 30-year level debt service amortization and all Loan Allottees shall participate in funding repayment of the CWCB Loan; and (B) the Revenue Bond Financing will have a 30- year amortization and will be structured in such a manner that (i) the Capital C&E Funding Obligations of those Loan Allottees who affirmatively elect to participate in the Revenue Bond Financing based on a 20-year amortization schedule will have 90% of their individual Capital C&E Funding Obligations amortized on a level debt service basis over the period of years 1 to 20 of the 30-year amortization of the Revenue Bond Financing, with the remaining 10% of their individual Capital C&E Funding Obligations amortized on a level debt service basis in years 21 to 30 of the 30-year amortization of the Revenue Bond Financing (the “90-10 arrangement”), and (ii) the Capital C&E Obligations of all Loan Allottees who do not affirmatively elect either amortization schedule will have 100% of their individual Capital C&E Funding Obligations amortized on a 30-year level debt service basis. If Fort Lupton chooses the 90-10 arrangement, it means that Fort Lupton: (A) has determined this arrangement is in its best interests; (B) agrees that the accommodation to allow Loan Allottees to elect between 20- and 30-year amortization schedules for the Revenue Bond Financing of their individual Capital C&E Funding Obligations and the other rights and interests created by this Contract are legally sufficient consideration for all obligations of Fort Lupton under this Allotment Contract, including, without limitation, all step-up obligations of Fort Lupton pursuant to Section 5.4.6.6.; (C) acknowledges that the 10% of Fort Lupton’s individual Capital C&E Funding Obligations which does not begin to amortize until year 21 will bear current interest in years 1 to 20 and that Fort Lupton is obligated to pay such interest on a current basis; (D) acknowledges that this arrangement does not change Fort Lupton’s WGFP Financing Participation Percentage under this Allotment Contract in any way except in respect of the amount payable under Section 8.5.2; and (E) acknowledges that the step-up amounts, if any, payable in years 21 to 30, will not be adjusted for the 90-10 arrangement. Subject to all of the terms and conditions recited above in this Section 8.18, a Loan Allottee may choose the 90-10 arrangement by giving written notice to the WGFP Enterprise pursuant to Section 6.2.1.1.

[Remainder of Page Intentionally Left Blank]

DATED: _____

CITY OF FORT LUPTON UTILITY ENTERPRISE

By: _____
Zo Stieber, Mayor

ATTEST:

By: _____
Marisol Pena, City Clerk

DATED: _____

**WINDY GAP FIRING PROJECT WATER ACTIVITY ENTERPRISE
MUNICIPAL SUBDISTRICT, NORTHERN COLORADO WATER CONSERVANCY
DISTRICT**

By: _____
Name: Dennis Yanchunas
Title: President

ATTEST:

By: _____
Name: Bradley D. Wind
Title: Secretary

EXHIBIT A
Initial C&E

WGFP Allottee	WGFP Allotment (WGFP Units)	WGFP Participation Percentage	Capital C&E Funding Obligation (Initial C&E)	Capital C&E Funding Cash Payment (Initial C&E)	WGFP Units Attributable to Capital C&E Funding Cash Payment (Initial C&E)	WGFP Financing (Initial C&E)	WGFP Units Attributable to WGFP Financing (Initial C&E)	WGFP Financing Participation Percentage (Initial C&E)
Broomfield	26,464	29.40%	\$176,400,000	\$22,000,000	3,300	\$154,400,000	23,164	32.26%
Platte River Power Authority	16,000	17.78%	\$106,680,000	\$27,000,000	4,049	\$79,680,000	11,951	16.64%
Loveland	10,000	11.11%	66,660,000	\$20,000,000	3,000	\$46,660,000	7,000	9.75%
Greeley	9,189	10.21%	61,260,000		0	\$61,260,000	9,189	12.80%
Longmont	7,500	8.33%	49,980,000	\$49,980,000	7,500	0.00		0.00%
Erie	6,000	6.67%	40,020,000		0	\$40,020,000	6,000	8.36%
Little Thompson Water District	4,850	5.40%	32,400,000		0	\$32,340,000	4,850	6.75%
Superior	4,726	5.25%	31,500,000		0	\$31,500,000	4,726	6.58%
Louisville	2,835	3.15%	18,900,000		0	\$18,900,000	2,835	3.95%
Fort Lupton	1,190	1.32%	7,920,000		0	\$7,920,000	1,190	1.66%
Lafayette	900	1.00%	6,000,000		0	\$6,000,000	900	1.25%
Central Weld County Water District	346	0.38%	2,280,000	\$2,280,000	346	0.00	0	0.00%
Totals	90,000	100%	\$600,000,000	\$121,260,000	18,195	\$478,680.00	71,805	100.00%

EXHIBIT B
Completion C&E/Future Extraordinary C&E

WGFP Allottee	Capital C&E Funding Obligation	Capital C&E Funding Cash Payment	WGFP Units Attributable to Capital C&E Funding Cash Payment	WGFP Financing	WGFP Units Attributable to WGFP Financing	WGFP Financing Participation Percentage
Broomfield	\$0.00	\$0.00	0	\$0.00	0	0.00%
Platte River Power Authority	0.00	0.00	0	0.00	0	0.00%
Loveland	0.00	0.00	0	0.00	0	0.00%
Greeley	0.00	0.00	0	0.00	0	0.00%
Longmont	0.00	0.00	0	0.00	0	0.00%
Erie	0.00	0.00	0	0.00	0	0.00%
Little Thompson Water District	0.00	0.00	0	0.00	0	0.00%
Superior	0.00	0.00	0	0.00	0	0.00%
Louisville	0.00	0.00	0	0.00	0	0.00%
Fort Lupton	0.00	0.00	0	0.00	0	0.00%
Lafayette	0.00	0.00	0	0.00	0	0.00%
Central Weld County Water District	0.00	0.00	0	0.00	0	0.00%
Totals	\$ 0.00	\$ 0.00	0	\$ 0.00	0	100.00%

EXHIBIT C

IF TO:	MAILING ADDRESS
Windy Gap Firming Project Water Activity Enterprise	c/o WGFP Project Manager 220 Water Avenue Berthoud, CO 80513
Broomfield	c/o David F. Allen Director of Public Works 1 DesCombes Drive Broomfield, CO 80020-2495
Central Weld County Water District	c/o Stan Linker District Manager 2235 2 nd Avenue Greeley, CO 80631-7203
Greeley	c/o Sean Chambers Director of Water & Sewer 1100 10 th Street, Ste 300 Greeley, CO 80631-3863
Erie	c/o Todd Fessenden Deputy Public Works Director PO Box 750 Erie, CO 80516-0750
Fort Lupton	City of Fort Lupton Attn: City Administrator 130 S McKinley Avenue Fort Lupton, CO 80621-0134
Lafayette	c/o Jeff Arthur Public Works Director 1290 S Public Road Lafayette, CO 80026-2706
Little Thompson Water District	c/o Amber Kauffman District Manager 835 E State Hwy 56 Berthoud, CO 80513-9237
Longmont	c/o Ken Huson Water Resources Engineer 1100 S. Sherman Street Longmont, CO 80501-6550
Louisville	c/o Cory Peterson Water Resources Engineer 749 Main Street Louisville, CO 80027-1136

IF TO:	MAILING ADDRESS
Loveland	c/o Larry D. Howard Senior Civil Engineer – Water Resources 200 N. Wilson Avenue Loveland, CO 80537-6017
Platte River Power Authority	c/o Heather Banks Fuels & Water Manager 2000 E Horsetooth Road Fort Collins, CO 80525-5721
Superior	c/o Jim Widner Utilities Superintendent 124 E Coal Creek Drive Superior, CO 80027-9626

EXHIBIT D

[Form of Escrow Agreement]

EXHIBIT D TO WGFP ALLOTMENT CONTRACT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made effective as of _____, by and between the Windy Gap Firing Project Water Activity Enterprise (the “**WGFP Enterprise**”), and [Name of Cash Allottee] (the “**Cash Allottee**”), and is made with reference to the following facts:

RECITALS

A. The WGFP Enterprise is a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution organized pursuant to C.R.S. §§ 37-45.1-101 *et seq.* that is owned by the Municipal Subdistrict, Northern Colorado Water Conservancy District, and whose address is 220 Water Avenue, Berthoud, Colorado 80513. The WGFP Enterprise is a water activity enterprise that will exercise the authorities granted by C.R.S. §§ 37-45.1-101 *et seq.*, 37-45.1-101 *et seq.*, 31-35-401 *et seq.*, and any other relevant grant of statutory authority, for the purpose of the planning, financing, acquisition, construction, operation, administration, maintenance, repair, replacement, rehabilitation, and improvement of the Windy Gap Firing Project (“WGFP”).

B. Cash Allottee is a [add description*].

C. Pursuant to the WGFP Allotment Contract between the WGFP Enterprise and Cash Allottee, Cash Allottee has elected to make an upfront cash payment (the “Capital C&E Funding Cash Payment”) to the WGFP Enterprise for the purpose of paying [a portion of] Cash Allottee’s pro rata obligation, based on the WGFP Participation Percentages, to fund [Initial C&E] (“Capital C&E Funding Obligations”). Specifically, Cash Allottee has elected to make a Capital C&E Funding Cash Payment of \$[XXXXXXXX], which is equal to [X%] of its Capital Funding Obligations for [Initial C&E].

D. In accordance with the WGFP Allotment Contract, the WGFP Enterprise has established and agreed to maintain an Escrow Fund with segregated accounts for each WGFP Allottee required to make a Capital C&E Funding Cash Payment into such Escrow Fund.

AGREEMENT

THEREFORE, in consideration of the facts recited above and of the covenants, terms, and conditions set forth herein, the parties agree as follows:

1. Definitions. Each and every definition set forth in the foregoing “introduction” and “recitals” is hereby incorporated into this Escrow Agreement by this reference. Capitalized terms not defined herein shall have the meanings assigned those terms in the WGFP Allotment Contract. To the extent the definition of a capitalized term herein conflicts with the definition of such term in the WGFP Allotment Contract, the definition in the WGFP Allotment Contract shall prevail.

2. Establishment of [Name of Cash Allottee] Proceeds Fund. Within the Escrow Fund, there is hereby created and established a special fund designated “[Name of Cash Allottee] – Capital C&E Funding Cash Payment Proceeds Fund” (the “[Name of Cash Allottee] Proceeds Fund”), which shall be held in trust by the WGFP Enterprise separate and apart from all other

EXHIBIT D TO WGFP ALLOTMENT CONTRACT

funds of the WGFP Enterprise. The [Name of Cash Allottee] Proceeds Fund shall be a separate account from any other funds or accounts in the Escrow Fund funded with proceeds provided by other WGFP Allottees.

3. Deposit of Capital C&E Funding Cash Payment. The proceeds of the Capital C&E Funding Cash Payment paid by Cash Allottee to the WGFP Enterprise pursuant to the WGFP Allotment Contract shall be deposited in the [Name of Cash Allottee] Proceeds Fund and applied to the Cash Allottee's Capital Funding Obligations set forth under the WGFP Allotment Contract.

4. Disbursements From [Name of Cash Allottee] Proceeds Fund. The WGFP Enterprise shall disburse amounts from the [Name of Cash Allottee] Proceeds Fund on a periodic basis for the payment of amounts due and owing on account of the Cash Allottee's Capital C&E Funding Obligations. Such periodic disbursements from the [Name of Cash Allottee] Proceeds Fund shall occur simultaneously with disbursements from the funds and accounts funded with proceeds provided by all of the WGFP Allottees, whether through the provision of cash, through the participation in a financing by the WGFP Enterprise, or through both. Each disbursement from the [Name of Cash Allottee] Proceeds Fund shall be in an amount where the ratio of such amount to the total disbursement for [Initial C&E] at such time is equal to the Cash Allottee's WGFP Participation Percentage attributable to its Capital Funding Cash Payment at the time of any such disbursement.

5. Investment of Proceeds. Any moneys in the [Name of Cash Allottee] Proceeds Fund not presently needed for payment of the Cash Allottee's Capital Funding Obligations as set forth above may be invested in any legal investments for monies of the WGFP Enterprise maturing or otherwise available not later than the date upon which such moneys will be needed according to a schedule of anticipated payments from the [Name of Cash Allottee] Proceeds Fund prepared by the WGFP Enterprise in connection with the WGFP. Any such investments shall be made in accordance with the investment policies adopted by the WGFP Enterprise and shall be held by the WGFP Enterprise, in trust, for the account of the [Name of Cash Allottee] Proceeds Fund until maturity or until sold, and at maturity or upon such sale the proceeds received therefrom including accrued interest and premium, if any, shall be immediately deposited in the [Name of Cash Allottee] Proceeds Fund and shall be disposed of in the manner and for the purposes provided in the WGFP Allotment Contract.

6. Reporting. The WGFP Enterprise shall provide Cash Allottee with periodic (no less than quarterly) reports regarding the disbursement of funds from the [Name of Cash Allottee] Proceeds Fund under the terms of this Escrow Agreement.

7. Reimbursement or Transfer After [Initial C&E] Paid in Full. If the WGFP Enterprise holds any moneys in the [Name of Cash Allottee] Proceeds Fund after the WGFP Enterprise determines that all [Initial C&E] has been paid in full, then the WGFP Enterprise shall, at Cash Allottee's option, either reimburse such proceeds to Cash Allottee or transfer and credit such proceeds to Cash Allottee's payment of other costs due under its WGFP Allotment Contract.

8. Counterparts. This Escrow Agreement may be executed by the WGFP Enterprise and the Cash Allottee in separate counterparts, each of which when so executed and delivered shall

EXHIBIT D TO WGFP ALLOTMENT CONTRACT

be an original, but all such counterparts shall together constitute but one and the same instrument. Facsimile and electronic signatures shall be binding for all purposes

9. Severability. If one or more clauses, sentences, paragraphs or provisions of this Escrow Agreement shall be held to be unlawful, invalid or unenforceable, the remainder of this Escrow Agreement shall not be affected thereby.

10. Choice of Law. This Agreement shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the WGFP Enterprise and the Cash Allottee, pursuant to resolutions duly and regularly adopted by their respective governing bodies, have caused their names to be affixed by their proper and respective officers as of the date set forth above.

[ALLOTTEE]

By: _____
[NAME]
[TITLE]

ATTEST:

By: _____
Title: _____

WINDY GAP FIRING PROJECT WATER ACTIVITY ENTERPRISE

By: _____
[NAME]
[TITLE]

— CITY OF —
Fort Lupton
EST 1836

David Crespín, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-176

AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT TO LEASE 200 EQUIVALENT COLORADO BIG THOMPSON WATER UNITS TO PLATTE RIVER POWER AUTHORITY AT NO CHARGE IN CONSIDERATION FOR A PURCHASE AGREEMENT OF WINDY GAP UNITS

- I. **Agenda Date:** Council Meeting – October 20, 2020
- II. **Attachments:**
 - a. Agreement with Platte River Power Authority.
- III. **Summary Statement:**

The City of Fort Lupton in another action acquired ten (10) units of Windy Gap water from Platte River Power Authority. They were originally seeking additional storage in Chimney Hollow reservoir (Firming Project), however our share was needed for our current and future water units. In lieu of storage the City of Fort Lupton agreed to lease CBT units (equivalent of 400 acre feet yield) for the 2021 water year to them as an insurance policy should Grand Lake spill and other water is necessitated for their operation. PRPA needs the C-BT water to collateralize their Windy Gap water use in case the Windy Gap water does not yield in 2021. The Parties anticipate that with an initial assumption of a 50% quota, it would require a minimum of 400 C-BT units to yield 200 acre feet in Water Year 2021 and once Northern sets the 2021 C-BT quota (in April 2021), the City will determine if it has additional surplus C-BT units sufficient to provide a further 200 acre feet in Water Year 2021, which the City agrees would remain subject Platte River's rights of first refusal under the Windy Gap Agreement.

- | | | |
|------|-----------------------------------|--|
| IV. | <u>Submitted by:</u> | 

City Administrator |
| V. | <u>Finance Reviewed</u> | 

Finance Director |
| VI. | <u>Approved for Presentation:</u> | 

City Administrator |
| VII. | <u>Attorney Reviewed</u> | <div style="display: flex; justify-content: space-between;"> <div> 

 Approved </div> <div> _____
 Pending Approval </div> </div> |

VIII. Certification of Council Approval: _____ **Date** _____

City Clerk

IX. Detail of Issue/Request:

The City of Fort Lupton in another action acquired ten (10) units of Windy Gap water from Platte River Power Authority. They were originally seeking additional storage in Chimney Hollow reservoir (Firming Project), however our share was needed for our current and future water units. In lieu of storage the City of Fort Lupton agreed to lease CBT units (equivalent of 400 acre feet yield) for the 2021 water year to them as an insurance policy should Grand Lake spill and other water is necessitated for their operation. PRPA needs the C-BT water to collateralize their Windy Gap water use in case the Windy Gap water does not yield in 2021. The Parties anticipate that with an initial assumption of a 50% quota, it would require a minimum of 400 C-BT units to yield 200 acre feet in Water Year 2021 and once Northern sets the 2021 C-BT quota (in April 2021), the City will determine if it has additional surplus C-BT units sufficient to provide a further 200 acre feet in Water Year 2021, which the City agrees would remain subject Platte River's rights of first refusal under the Windy Gap Agreement.

X. Legal/Political Considerations:

Rick Fendel has been involved during the writing of this agreement and approves of its final form.

XI. Alternatives/Options:

- Rick Fendel advises that under the 2016 Purchase Agreement with PRPA, the City is obligated to lease excess units to PRPA, up to 400 acre feet. Therefore, the option is approval of the lease or of some other form of lease, but the City does not have the option to disapprove leasing its excess CBT units.*

XII. Financial Considerations:

The City leases its excess CBT annually. There will be less water available for leasing which will mean a loss of revenue in the Utility Fund.

XIII. Staff Recommendation:

Staff recommends authorization by the Mayor to execute the agreement with Platte River Power Authority to lease CTB shares of water no charge in consideration of the purchase agreement of the Windy Gap units.

AGREEMENT TO LEASE WATER

This Agreement to Lease Water ("LEASE") is by and between the City of Fort Lupton, a Colorado statutory city, acting by and through its Utility Enterprise (the "City") and Platte River Power Authority, a political subdivision of the State of Colorado ("Platte River"), collectively referred to as "the Parties."

RECITALS

A. The City is an Allottee of 3,167 Units of Colorado-Big Thompson project water ("C-BT units") through a contract with the Northern Colorado Water Conservancy District ("Northern"); and

B. As consideration for its purchase of certain units of water from the Windy Gap Project from Platte River, as set forth in the Agreement for the Purchase and Sale of Windy Gap Units dated July 17, 2017 ("Windy Gap Agreement"), the City agreed that, if it had surplus C-BT units, it would lease to Platte River a sufficient number of C-BT units to generate 400 acre feet of water in the water year running from November 1, 2020 through October 31, 2021 ("Water Year 2021"); and

C. The City has determined that it has surplus C-BT units for 2021, but has been unable to determine if it has C-BT units sufficient to yield 400 acre feet; and

D. The City has determined that it has surplus C-BT units for 2021 sufficient to yield 200 acre feet, and therefore Platte River has requested a lease of sufficient C-BT units currently allocated to City to yield 200 acre feet in Water Year 2021; and

E. As of the date of this Lease, Northern has not yet determined the quota for Water Year 2021, and it is therefore not yet known how many C-BT units will be required to yield 200 acre feet in Water Year 2021;

F. The Parties anticipate that with an initial assumption of a 50% quota, it would require a minimum of 400 C-BT units to yield 200 acre feet in Water Year 2021; and

G. Once Northern sets the 2021 C-BT quota (in April 2021), the City will determine if it has additional surplus C-BT units sufficient to provide a further 200 acre feet in Water Year 2021, which the City agrees would remain subject Platte River's rights of first refusal under the Windy Gap Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants of the Parties, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. The City hereby leases to Platte River sufficient C-BT units allotted to the City for the Water Year 2021 to yield 200 acre feet of water.
2. No rent payment is or will be due under this Lease. The consideration for this Lease is set forth in the Windy Gap Agreement and includes continuing good will and continuing a mutually beneficial relationship between the parties.
3. Platte River will be responsible for compliance with Northern's rules, regulations and policies regarding subleasing of C-BT units. The City will fully cooperate with Platte River to obtain necessary approvals, if any, under Northern's rules, regulations and policies.
4. Platte River will use the leased C-BT units as collateral for Northern's "in lieu" process in accordance with all applicable rules, regulations, and guidelines set forth by Northern or its Municipal Subdistrict. The C-BT units leased to Platte River are for the exclusive use of Platte River and may not be leased or conveyed to others for first use except by written permission from the City.

5. The delivery point of water leased to Platte River under this Lease will be delivery features owned and operated by Northern. Platte River may designate one or more specific delivery points provided the delivery points conform to Northern's rules, regulations, and guidelines for the delivery of such water. Platte River will bear any water losses or reduction in yield associated with conveyance of the water from the delivery point to any location where Platte River may use the water.
6. The City makes no warranties concerning either the quality of the leased water or the purposes for which the leased water is suitable.
7. This Lease represents the complete agreement of the Parties concerning its subject matter and may not be modified or amended except by a written instrument that specifically references this Lease and is signed by the Parties through their duly authorized representatives.
8. The terms and provisions of this Lease are binding upon the Parties, their successors and assigns.
9. This Lease is effective on the date shown below and will continue through October 31, 2021.

DATED October ____, 2020.

PLATTE RIVER POWER AUTHORITY

CITY OF FORT LUPTON, acting by and through its
Utility Enterprise

By: _____
Jason Frisbie, General Manager/CEO

By: _____
Zo Stieber, Mayor

ATTEST:

By: _____
Maricela Pena, City Clerk

— CITY OF —
Fort Lupton
EST 1836

David Crespín, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-179

APPROVING A RESOLUTION FOR THE 641 14th STREET 7-ELEVEN SITE PLAN

- I. **Agenda Date:** Council Meeting – October 20, 2020
- II. **Attachments:**
- a. Proposed Resolution
 - b. Planning Commission Resolution, Minutes & Staff Report
 - c. Land Use Application & Project Description
 - d. Site Plan Maps & Drawings
 - e. Traffic Report
 - f. Referral Responses
 - g. Legal Notifications

III. Summary Statement:

An application has been submitted for site plan known as the 641 14th Street 7-Eleven Site Plan by Cadence Development LLC (applicant) and Eachus Investments I, LLC (owner). The Site Plan includes a 4,650 square foot building that will serve as a convenience store and fueling facilities, and a quick service restaurant inside the convenience store. The Property located at 641 14th Street, which is located north and adjacent to 14th Street and between U.S. Highway 85 and Denver Avenue.

- | | | | |
|------|-----------------------------------|--|------------------|
| IV. | <u>Submitted by:</u> |  | |
| | | Planner | |
| V. | <u>Finance Reviewed</u> |  | |
| | | Finance Director | |
| VI. | <u>Approved for Presentation:</u> |  | |
| | | City Administrator | |
| VII. | <u>Attorney Reviewed</u> | Approved | Pending Approval |

VIII. Certification of Council Approval:

City Clerk

Date _____

IX. Detail of Issue/Request:

An application has been submitted for site plan known as the 641 14th Street 7-Eleven Site Plan by Cadence Development LLC (applicant) and Eachus Investments I, LLC (owner). The Site Plan includes a 4,650 square foot building that will serve as a convenience store and fueling facilities, and a quick service restaurant inside the convenience store. The Property located at 641 14th Street, which is located north and adjacent to 14th Street and between U.S. Highway 85 and Denver Avenue.

The property is located within the C-1 General Commercial Zone District, which lists gasoline and oil service stations, provided that all storage tanks are placed underground and merchandise in enclosed, as a permitted use. Restaurants, cafes and other places serving food (including drive-ins) are also a permitted use listed in the C-1 General Commercial Zone District. The proposed site plan complies with this zone district.

Additional information on this application can be found in the enclosed packet materials included with this Action Memorandum.

X. Legal/Political Considerations:

Site Plan Review is governed by Section 16-170 of the Code and its intent is to promote orderly and sound development standards as they apply to the City. Site plans are required as a step in the building permit review process for all multi-family, commercial or industrial development and a public hearing before Planning Commission and City Council is required.

The Applicants have submitted all required documents pursuant to the Code. All public notification requirements have been met pursuant to the Zoning Regulations, including: published notice of the hearings at least fifteen (15) days prior to the hearings. The hearings were published in the Fort Lupton Press on September 9, 2020; and notice of the public hearings were posted on the Property on September 9, 2020, pursuant to the Zoning Regulations, which require the Applicant post the Property with notice of the hearings at least fifteen (15) days prior to the hearings; and notice was mailed to neighbors within one-hundred (100) feet of the Property on September 1, 2020, and to mineral interests on September 2, 2020.

XI. Alternatives/Options:

The City Council has the following options for this request:

- a) Approve the final site plan application;*
- b) Approve the final site plan with conditions;*
- c) Disapprove the final site plan application; or*
- d) Refer the application back to Planning Commission for further study.*

XII. Financial Considerations:

The Applicants have paid all applicable land use application fees and are covering ongoing review expenses.

XIII. Staff Recommendation:

Staff recommends conditional approval of the Resolution for a final site plan known as the 641 14th Street 7-Eleven Site Plan.

RESOLUTION NO. 2020Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE 641 14th ST. 7-ELEVEN SITE PLAN LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on September 24, 2020 for the purpose of reviewing the 641 14th St. 7-Eleven Site Plan; and

WHEREAS, the 641 14th St. 7-Eleven Site Plan will include a convenience store and fueling facilities, as well as a quick service restaurant inside the convenience store; and

WHEREAS, after review of the application and supporting documentation, find the request for the site plan application generally conforms with City codes and requirements and policies therein; and

WHEREAS, the City Council held a public hearing to consider and review the request for a site plan on October 20, 2020; and

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

NOW THEREFORE BE IT RESOLVED, the Fort Lupton City Council has taken into consideration the supporting documentation and staff comments, all referral comments and any citizen testimony in response to this application. Based on the facts presented on this date, the City Council hereby approves the 641 14th St. 7-Eleven Site Plan to include a convenience store and fueling facilities, as well as a quick service restaurant for a property located in the Northeast Quarter of Section 31, Township 2 North, Range 66 West of the Sixth Principal Meridian, Fort Lupton, Colorado with the following conditions:

- I. Prior to recording the site plan map:
 - A. The title of the special use permit map shall include the Project No.: LUP2020-0024 & Plan No. SPR2020-0008.
 - B. Any redline comments provided by staff shall be made to the site plan map.
 - C. Applicant shall submit a separate plan review application to the Fort Lupton Fire Protection District, and provide written evidence that any comments from the Fire District have been adequately addressed.

- D. Applicant shall submit written evidence that the comments from CDOT have been adequately addressed.
- E. The following notes shall be added to the site plan map:
 - 1. The property shall be maintained to the curb, or roadway if no curb exists.
 - 2. Dead and dying landscaping material shall be replaced by a date chosen by the Planning Department staff.
 - 3. Lighting on the site shall be maintained so that light is directed downward and shall not spill onto adjacent properties.
 - 4. Any change of use of the property, or continued use if there is a change of ownership of the tenant/occupant to a different brand of convenience store/gas station, shall be submitted to the City for review prior to the start of operations.
 - 5. The City reserves the right to re-evaluate traffic impacts in the future if there is an increase from what was represented to the City in evaluating the site plan.

II. Prior to release of building permits:

- A. Applicant shall submit written evidence that the comments from the Public Works Director have been adequately addressed.
- B. Applicant shall submit written evidence that the comments from United Power have been adequately addressed.
- C. Applicant shall provide written acknowledgment of the comments from Xcel Energy (Public Service Company).
- D. A set of Mylars of the site plan map shall be submitted for recording.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 20th DAY OF OCTOBER 2020.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to Form:

Andy Ausmus, City Attorney

RESOLUTION NO. P2020-023

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF THE 641 14TH ST. 7-ELEVEN SITE PLAN LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on September 24, 2020, for the purpose of reviewing the 641 14th St. 7-Eleven Site Plan; and

WHEREAS, the 641 14th St. 7-Eleven Site Plan will include convenience store and fueling facilities, as well as a quick service restaurant inside the convenience store; and

WHEREAS, after review of the application and supporting documentation, the Planning Commission finds the request for the site plan application generally conforms with City codes and requirements and policies therein; and

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

NOW THEREFORE BE IT RESOLVED, the Planning Commission has considered the application and 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 641 14th St. 7-Eleven Site Plan to include a convenience store and fueling facilities, as well as a quick service restaurant for a property located in the Northeast Quarter of Section 31, Township 2 North, Range 66 West of the Sixth Principal Meridian, Fort Lupton, Colorado with the following conditions:

- I. Prior to recording the site plan map:
 - A. The title of the special use permit map shall include the Project No.: LUP2020-0024 & Plan No. SPR2020-0008.
 - B. Any redline comments provided by staff shall be made to the site plan map.
 - C. Applicant shall submit a separate plan review application to the Fort Lupton Fire Protection District, and provide written evidence that any comments from the Fire District have been adequately addressed.
 - D. Applicant shall submit written evidence that the comments from CDOT have been adequately addressed.

H. The following notes shall be added to the site plan map:

1. The property shall be maintained to the curb, or roadway if no curb exists.
2. Dead and dying landscaping material shall be replaced by a date chosen by the Planning Department staff.
3. Lighting on the site shall be maintained so that light is directed downward and shall not spill onto adjacent properties.
4. Any change of use of the property, or continued use if there is a change of ownership of the tenant/occupant to a different brand of convenience store/gas station, shall be submitted to the City for review prior to the start of operations.
5. The City reserves the right to re-evaluate traffic impacts in the future if there is an increase from what was represented to the City in evaluating the site plan.

II. Prior to release of building permits:

- A. Applicant shall submit written evidence that the comments from the Public Works Director have been adequately addressed.
- B. Applicant shall submit written evidence that the comments from United Power have been adequately addressed.
- C. Applicant shall provide written acknowledgment of the comments from Xcel Energy (Public Service Company).
- D. A set of Mylars of the site plan map shall be submitted for recording.

DONE THIS 24th DAY OF SEPTEMBER, 2020 BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.


Chairman

ATTEST:


Planning Director



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Project No. _____

Land Use Application Form

A. CONTACT INFORMATION

- 1) Property Owner Name: Jean L. Eachus
 Company: Eachus Investments, LLC
 Phone: 303-961-5120 Email: gblpgas@aol.com
 Address: 364 S. 22nd Ave Ct. Brighton, CO 80601
 Preferred method of contact? Email: _____ Phone: _____ Mail: _____
- 2) Representative Name: Ryan Beckmann
 Company: Cadence Development LLC
 Phone: 720-425-0582 Email: Rbeckmann@cadencecap.com
 Address: 6400 S Fiddlers Green Cir. Suite 1820 Greenwood Village, CO 80111
 Preferred method of contact? Email: _____ Phone: ☒ Mail: _____
- 3) Billing Contact (where invoices should be directed to): _____
 Billing Company: Cadence Development LLC
 Phone: _____ Email: ap@cadencecap.com
 Address: 6400 S Fiddlers Green Cir. Suite 1820 Greenwood Village, CO 80111

B. SITE DESCRIPTION

Site Address: 641 14th St. Fort Lupton, CO
 Parcel Number: 130931100056
 Existing Zone Classification: C-1 Proposed Zone Classification: C-1
 Water Type: Public Name: Central Colorado Water
 Sewage Type: Public District Name or Location Hauled to: City

C. APPLICATION TYPE (CHECK ALL THAT APPLY)

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

D. PROJECT DESCRIPTIONProject Name: 641 14th St 7-Eleven

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

We will be redeveloping the existing gas station into a 4,650 sf c-store with a Taco concept QSR. The site will included added parking for both cars and semi-trucks, high flow diesel pumps, and an added bay of regular pumps.

E. REQUIRED DOCUMENTS

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

F. CERTIFICATIONS**Representative Certification**

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

Representative: Ryan Beckmann Date: 7/15/20

Owner Certification

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

Owner:  Date: 07/17/20

For Office Use Only

Received Date: _____

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

Deemed Complete Date: _____

Fees Submitted: _____ Escrow Submitted: _____

Instructions for Submitting the Land Use Application Form

DEFINITIONS

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

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

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

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

A. CONTACT INFORMATION

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

B. SITE DESCRIPTION

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

C. APPLICATION TYPE

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

D. PROJECT DESCRIPTION

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

E. REQUIRED DOCUMENTS

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

F. CERTIFICATIONS

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

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

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

641 14th St Land Use Application

Final Audit Report

2020-07-17

Created:	2020-07-17
By:	Brandon Gayeski (brandon@bluewestcapital.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG79FwECy5zbsxS73y4mWEAwsuBBw1X5N

"641 14th St Land Use Application" History

-  Document created by Brandon Gayeski (brandon@bluewestcapital.com)
2020-07-17 - 5:21:12 PM GMT- IP address: 24.9.195.115
-  Document emailed to Jean L. Eachus (jessicasuchey@yahoo.com) for signature
2020-07-17 - 5:21:56 PM GMT
-  Email viewed by Jean L. Eachus (jessicasuchey@yahoo.com)
2020-07-17 - 9:46:35 PM GMT- IP address: 98.245.142.57
-  Document e-signed by Jean L. Eachus (jessicasuchey@yahoo.com)
Signature Date: 2020-07-17 - 10:24:05 PM GMT - Time Source: server- IP address: 98.245.142.57
-  Signed document emailed to Brandon Gayeski (brandon@bluewestcapital.com) and Jean L. Eachus (jessicasuchey@yahoo.com)
2020-07-17 - 10:24:05 PM GMT

7-ELEVEN
Northeast Corner of US- 85 & 14th t, Fort Lupton Colorado

PROJECT NARRATIVE

Property Owner/Application Information

Cadence Development is under contract to purchase 641 14th St in Fort Lupton, CO for the development of a 7-Eleven convenience store and fueling facility. The property is currently owned by Eachus Investments I, LLC and Jean Eachus, as Managing Member, has authorized Perception Design Group to submit the necessary application, documents, and reports, for the proposed development of the property on behalf of Cadence Development.

Project Description

The property is currently an existing gas station and is zoned C-1 (General Commercial District). The proposed use is a Permitted Use this zone district, per Section 16-40(d)(5) – Gasoline and oil service stations, provided that all storage tanks are placed underground and merchandise is enclosed.

The proposal is to allow the development of a 4,650 square foot 7-Eleven convenience store and fueling facility that will serve the traveling public on Highway 85 as well as the surrounding community.

The proposed development will have high speed diesel pumps and a Taco QSR that will be located inside the convenience store.

Building architecture will incorporate materials and finishes that are high quality, durable, and able to maintain their appearance over time.

Number of Employees:	2-3 per shift
Operating Hours:	24 hours a day / 365 days a year
Customers Anticipated:	TBD
Business Operations:	Convenience Store with fueling

Access and Vehicular Circulation

Access to the site will remain as existing, keeping the 3 existing full movement accesses in place.

Please reference the Traffic Letter, prepared by Aldridge Transpiration Consultants, which has been included with this submittal for your review.

Cadence Development will work closely with the Fort Lupton Staff to ensure this development complies with all code requirements and create a development that will serve the community. Please reach out if you have any further questions.

Sincerely,

Ryan Beckmann

Ryan Beckmann
Cadence Development
720.425.0582

7-11

SITE PLAN MAP

SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

641 14TH STREET

PROJECT NO. 2020-010

LEGAL DESCRIPTION

A PART OF THE NORTHEAST ONE-QUARTER SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO BEING THE PARCEL DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AUGUST 23, 1972 IN BOOK 674 AS RECEPTION NO. 1596133, PHILLIPS PETROLEUM COMPANY, GRANTOR AND JOHN D. EACHUS AND JEAN L. EACHUS, GRANTEE,

EXCEPT THE EAST 27.00 FEET OF SAID PARCEL AND EXCEPT THE PARCEL DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 13, 1991 IN BOOK 1307 AS RECEPTION NUMBER 02259408, JOHN D. EACHUS AND JEAN L. EACHUS, GRANTORS, CITY OF FORT LUPTON, COLORADO, GRANTEE,

AND EXCEPT THE PARCEL DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 28, 1975 IN BOOK 746 AS RECEPTION NUMBER 1668464, JOHN D. EACHUS AND JEAN L. EACHUS, GRANTORS, CITY OF FORT LUPTON, COLORADO, GRANTEE.

BASIS OF BEARING

BASIS FOR BEARINGS: THE EAST LINE OF THE NORTHEAST ONE-QUARTER SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR S00°05'09"E.

DEVELOPER

CADENCE DEVELOPMENT LLC
6400 S FIDDLERS GREEN CIRCLE, SUITE 1820
GREENWOOD VILLAGE, CO 80111
720-496-2586
CONTACT: LUCY DINNEEN
LDINNEEN@CADENCECAP.COM

CIVIL ENGINEER

PERCEPTION DESIGN GROUP, INC.
6901 SOUTH PIERCE STREET, SUITE 315,
LITTLETON, CO 80128
303-232-8088
CONTACT: JERRY DAVIDSON
JDAVIDSON@PERCEPTIONDESIGNGROUP.COM

SURVEYOR

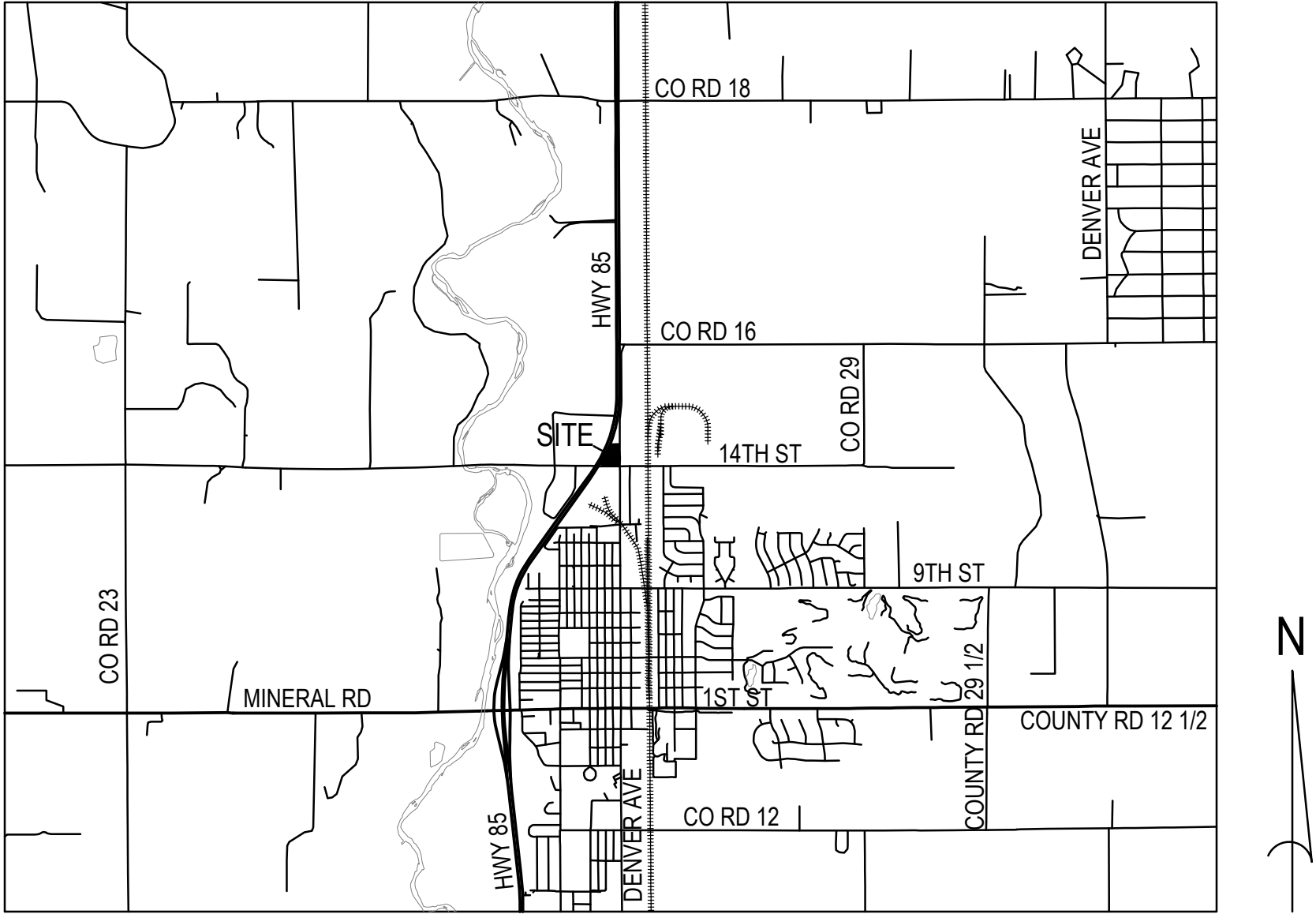
ENGINEERING SERVICE COMPANY
1300 SOUTH POTOMAC STREET, SUITE 126
AURORA, CO 80012
303-337-1393
303-337-7481 FAX
CONTACT: CHIP BECKSTROM, P.L.S.

ARCHITECT

THE DIMENSION GROUP
5600 S QUEBEC STREET, SUITE 325C
GREENWOOD VILLAGE, CO 80111
720-536-3180
CONTACT: TANNER E. KINDE
TKINDE@DIMENSIONGROUP.COM

LANDSCAPE ARCHITECT

JUMP DESIGN COMPANY
1733 SOUTH CLARKSON STREET
DENVER, CO 80210
303-282-0463
CONTACT: TOM JUMP



VICINITY MAP

SCALE: 1" = 1000'

PARKING REQUIREMENTS

REQUIRED (MINIMUM)
2 SPACES PER 1,000 SF

FULL-SIZED SPACES TO BE AT LEAST 9'X19'
40% OF TOTAL SPACED TO BE OVERSIZED (10'X20')
3 HANDICAP SPACES (13'X20') FOR 25-74 TOTAL SPACES

PROVIDED
20 FULL-SIZED SPACES
16 OVERSIZED SPACES
4 HANDICAP SPACES
7 TRUCK STALLS

SHEET INDEX

- | | |
|--------|--------------------------|
| 1 OF 8 | COVER SHEET |
| 2 OF 8 | SITE PLAN |
| 3 OF 8 | LANDSCAPE PLAN |
| 4 OF 8 | PLANTING DETAILS |
| 5 OF 8 | ARCHITECTURAL ELEVATIONS |
| 6 OF 8 | ARCHITECTURAL ELEVATIONS |
| 7 OF 8 | PHOTOMETRIC PLAN |
| 8 OF 8 | PHOTOMETRIC DETAILS |

PROPERTY DESCRIPTION

A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 31, T2N, R66W OF THE 6TH P.M. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST ONE-QUARTER SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO BEING THE PARCEL DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AUGUST 23, 1972 IN BOOK 674 AS RECEPTION NO. 1596133, PHILLIPS PETROLEUM COMPANY, GRANTOR AND JOHN D. EACHUS AND JEAN L. EACHUS, GRANTEE,

EXCEPT THE EAST 27.00 FEET OF SAID PARCEL AND EXCEPT THE PARCEL DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 13, 1991 IN BOOK 1307 AS RECEPTION NUMBER 02259408, JOHN D. EACHUS AND JEAN L. EACHUS, GRANTORS, CITY OF FORT LUPTON, COLORADO, GRANTEE,

AND EXCEPT THE PARCEL DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 28, 1975 IN BOOK 746 AS RECEPTION NUMBER 1668464, JOHN D. EACHUS AND JEAN L. EACHUS, GRANTORS, CITY OF FORT LUPTON, COLORADO, GRANTEE.

OWNER'S APPROVAL

KNOW ALL MEN BY THESE PRESENTS, THAT [INSERT OWNER NAME], BEING THE SOLE OWNER OF THE LAND DESCRIBED HEREIN, AND [IF THERE ARE NO MORTGAGEES/HOLDERS OF LIENS, LEAVE THIS SPACE BLANK] ARE ALL OF THE MORTGAGEES AND HOLDERS OF LIENS UPON THE PROPERTY, AND EACH AND ALL HEREBY CONSENT TO THIS PLAT AND JOIN THE CONVEYANCE AND DEDICATION OF ALL STREETS, ROADS, ALLEYS, EASEMENTS, PUBLIC WAYS AND PLACES SHOWN HEREON.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS ____ DAY OF _____, 2016.

STATE OF COLORADO, }
COUNTY OF WELD } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ ON THIS ____ DAY OF _____, 2016. WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____.

CITY ENGINEER'S APPROVAL

APPROVED THIS ____ DAY OF _____, 2016.

CITY WATER AND SEWER DEPARTMENT APPROVAL

APPROVED THIS ____ DAY OF _____, 2016.

CITY ADMINISTRATOR'S APPROVAL

APPROVED THIS ____ DAY OF _____, 2016.

PLANNING COMMISSION RECOMMENDATION

RECOMMENDED THIS ____ DAY OF _____, 2016, BY RESOLUTION NO. _____.

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT A PLAT OF THE ABOVE-DESCRIBED PROPERTY WAS APPROVED BY [ORDINANCE/RESOLUTION] NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE ____ DAY OF _____, A.D., 2016 AND THAT THE MAYOR OF THE CITY OF FORT LUPTON, AS AUTHORIZED BY SAID [ORDINANCE/RESOLUTION] ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

ATTEST:

CITY CLERK

(SEAL)

NOTARY PUBLIC

CITY ENGINEER

DIRECTOR OF PUBLIC WORKS

CITY ADMINISTRATOR

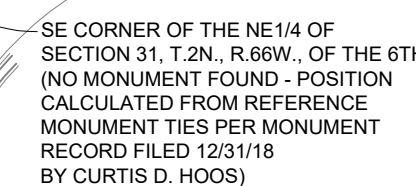
CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR

JULY 29, 2020
COVER SHEET
SHEET 1 OF 8



SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. 2020-010



				PROPERTY LINE
				HANDICAP PARKING STALL
				PARKING COUNT PER ROW
LS				LANDSCAPED AREA
				SIDEWALK
				HANDICAP RAMP
				FIRE HYDRANT
				SITE SIGNAGE
				CONCRETE PAVEMENT
				EXISTING CURB AND GUTTER
				CURB AND GUTTER
				EXISTING SITE LIGHTING
				PROPOSED SITE LIGHTING

- ① EXISTING CURB TO REMAIN
- ② EXISTING STORM INLET TO REMAIN
- ③ PROPOSED CURB AND GUTTER
- ④ PROPOSED TRASH ENCLOSURE
- ⑤ PROPOSED HANDICAP PARKING
- ⑥ PROPOSED PARKING STRIPE (TYP.)
- ⑦ PROPOSED ADA PARKING SIGN
- ⑧ PROPOSED CONCRETE PAVEMENT
- ⑨ PROPOSED CONCRETE SIDEWALK
- ⑩ PROPOSED FUEL TANK FARM
- ⑪ PROPOSED FUEL PUMP
- ⑫ PROPOSED FUEL CANOPY



SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. 2020-010

7-11
SITE PLAN MAP

SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. 2020-010

NOTES

1. ALL WORK SHALL CONFORM TO THE TOWN OF FORT LUPTON AND ALL APPLICABLE CODES AND REGULATIONS.
2. CONTACT APPROPRIATE UTILITY LOCATORS TO LOCATE ALL BURIED UTILITY LINES. FIELD-VERIFY EXISTING LOCATIONS, GRADES, AND CONDITIONS OF ALL BURIED LINES AND STRUCTURES PRIOR TO BEGINNING CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE OF ANY CONFLICTS OR DISCREPANCIES BETWEEN FIELD CONDITIONS AND THESE PLANS. DAMAGE TO UTILITIES BY THE CONTRACTOR SHALL BE REPAIRED AT HIS OWN COST WITH NO EXPENSE TO THE OWNER.
3. REFER TO THE CONSTRUCTION PLAN SET FOR RELATED PLAN INFORMATION INCLUDING ARCHITECTURAL, ENGINEERING AND ELECTRICAL DRAWINGS. ANY DISCREPANCIES THAT AFFECT THIS WORK MUST BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION. IF DISCREPANCIES EXIST DO NOT PROCEED WITH CONSTRUCTION ACTIVITIES WITHOUT APPROVAL OF THE OWNER'S REPRESENTATIVE.
4. FIELD-VERIFY THE LOCATION OF ALL PERTINENT EXISTING & ALREADY CONSTRUCTED SITE IMPROVEMENTS PRIOR TO BEGINNING WORK. NOTIFY THE OWNER'S REPRESENTATIVE OF ANY CONFLICTS OR DISCREPANCIES FROM THE INFORMATION SHOWN ON THESE PLANS.
5. REFER TO GRADING AND DRAINAGE DRAWINGS DONE BY OTHER CONSULTANTS FOR GRADES AND ELEVATIONS.
6. COORDINATE LOCATION OF IRRIGATION SLEEVING FOR INSTALLATION PRIOR TO PARKING AND WALK PAVING OPERATIONS. SEE IRRIGATION PLANS.
- FINE GRADING / PREPARATION NOTES
7. TO THE MAXIMUM EXTENT FEASIBLE, TOPSOIL THAT IS REMOVED DURING CONSTRUCTION ACTIVITY SHALL BE CONSERVED FOR LATER USE ON AREAS REQUIRING REVEGETATION AND LANDSCAPING. COORDINATE WITH GENERAL CONTRACTOR. THE TOP 4" OF LANDSCAPE AREAS SHALL BE EXISTING OR IMPORTED TOPSOIL AS NECESSARY.
8. ROUGH GRADES MUST BE REVIEWED AND ACCEPTED BY OWNER'S REPRESENTATIVE PRIOR TO FINE GRADING AND SOIL PREPARATION OPERATIONS. ENSURE POSITIVE DRAINAGE (2% MIN. FALL) AWAY FROM ALL BUILDING FOUNDATIONS AND STRUCTURES IN ALL LANDSCAPE AREAS. NOTIFY OWNER'S REPRESENTATIVE IF ROUGH GRADING CONDITIONS WILL CREATE PONDING OR FLOW TOWARD FOUNDATIONS. DO NOT PLANT IN SWALE BOTTOMS OR OTHER LOCATIONS OF CONCENTRATED DRAINAGE SO AS TO BLOCK FLOWS.
9. FINE GRADE ALL LANDSCAPE AREAS TO +/- .10'. AREAS SHALL BE SETTLED AND RAKED SMOOTH. DEBRIS, ROCK, CLOUDS, ETC. THAT WILL NOT PASS THROUGH TYNES OF A HAND RAKE SHALL BE REMOVED FROM THE SURFACE. LANDSCAPE AREAS SHALL BE FIRM WITHOUT DEPRESSIONS PRIOR TO PLANTING. ALL FINE GRADING MUST BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO LANDSCAPE INSTALLATION.
10. SOIL AMENDMENT SHALL BE LOW-SALTS, FULLY-MATURED ORGANIC COMPOST, CERTIFIED FREE OF PATHOGENS, pH SHALL BE 6.0 TO 7.4 WITH A MIN. OF 30% ORGANIC MATERIAL. COMPOST SHALL BE BIOCOMP-CLASS 1 BY A1 ORGANICS 18350 WCR 76, EATON, CO 80615, OR APPROVED EQUAL. AMENDMENT FOR LANDSCAPE AREAS SHALL BE 4 C.Y. PER 1,000 S.F.
11. FOR TURF AREAS THE TOP 6" OF SUBGRADE SHALL BE TOPSOIL AND SOIL AMENDMENT MIXTURE TILLED TO A MIN. DEPTH OF 8". IN BED AREAS, THE TOP 6" OF SUBGRADE SHALL BE TOPSOIL & AMENDMENT TILLED TO A MIN. DEPTH OF 12".
12. IN ALL BED AREAS HOLD TOP OF SUBGRADE 3-4" BELOW ADJACENT IMPROVEMENTS TO ALLOW ROOM FOR SPECIFIED MULCH DEPTH.

EDGER

13. ALL PLANTING BEDS ARE TO BE CONTAINED BY 3/16" X 4" INTERLOCKING STEEL EDGER PAINTED GREEN OR BLACK. EDGER TO HAVE A ROLLED STEEL TOP FOR SAFETY. INSTALL PER MFT'S. RECOMMENDATIONS. EDGER IS NOT REQUIRED WHEN ADJACENT TO CURBS, WALLS OR WALKS. HOLD SUBGRADE FOR SOD 1" BELOW TOP OF EDGER. SHOULD EDGER CROSS SWALES OR OTHER LOCATIONS OF CONCENTRATED FLOW, USE PERFORATED EDGER OR DRILL HOLES T ALLOW WATER TO PASS- 3 HOLES PER LINEAR FOOT.

PLANTING NOTES

14. LAYOUT PLANT BED EDGER LINE AND STAKE INDIVIDUAL PLANT LOCATIONS FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
15. PLANTS SHALL MEET THE MINIMUM STANDARDS OUTLINED IN THE "AMERICAN STANDARD FOR NURSERY STOCK" ANSI Z60.1 (2014). ALL PLANT MATERIALS ARE SUBJECT TO APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. PLANTS NOT MEETING THE SET STANDARDS WILL BE REJECTED.
16. PLANT SPECIES AND LOCATION SHOULD FOLLOW APPROVED PLAN. IF SITE CONDITIONS OR PLANT AVAILABILITY REQUIRE CHANGES TO THE PLAN, THEN THE APPLICANT MUST GET APPROVAL FROM THE OWNER'S REPRESENTATIVE.
17. ALL PLANT MATERIAL SHALL CARRY A WARRANTY FOR A PERIOD OF NOT LESS THAN 1 YEAR AFTER ACCEPTANCE OF THE PROJECT BY THE OWNER. WARRANTY SHALL BE A ONE-TIME REPLACEMENT THAT INCLUDES PLANT MATERIAL AND LABOR COSTS.
18. PLANT QUANTITIES SHOWN SYMBOLICALLY ON THE PLAN SHALL TAKE PRECEDENT AND BE INSTALLED OVER THOSE TOTALS IN THE PLANT LIST.
19. PLANT HOLE BACKFILL SHALL BE 1/3 TOPSOIL, 1/3 COMPOSTED AMENDMENT AND 1/3 NATIVE SOIL THOROUGHLY MIXED.
20. ALL NEWLY-PLANTED TREES, SHRUBS AND ORNAMENTAL GRASSES SHALL RECEIVE SCOTTS AGRIFORM 20-10-5 PLANTING TABLETS OR APPROVED EQUAL. AFTER PLANTINGS PERENNIAL BEDS SHALL RECEIVE GRANULAR FERTILIZER WITH A FORMULATION OF 10-10-10. APPLY PER MANUFACTURER RECOMMENDATIONS.
- MULCH
21. ALL PLANTING BEDS SHALL BE MULCHED WITH 3/4" TO 1.5" CRUSHED GRANITE, COLORADO ROSE BY JENSEN SUPPLY OR APPROVED EQUAL. ALL PLANTS SHALL BE MULCHED WITH 3-4" DEPTH SHREDDED RED CEDAR, NATURAL COLOR AT THEIR BASES AND/OR AS SHOWN ON PLANS. SUBMIT SAMPLES FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
22. ALL PLANTING BEDS SHALL HAVE WEED BARRIER FABRIC- TYPAR PRO LANDSCAPE FABRIC, 3 OZ. OR APPROVED EQUAL AS SUPPLIED BY THE DEWITT COMPANY 905 SOUTH KINGS HIGHWAY, SIKESTON, MO 63801 800-888-9669 info@de Wittcompany.com.
23. ALL TREES IN TURF AREAS WILL HAVE A MULCH RING WITH NATURAL CEDAR FIBER MULCH AT 3-4" DEPTH AND AT LEAST 3-4" IN DIAMETER. KEEP MULCH 4-6" AWAY FROM TRUNKS.
- IRRIGATED TURF
24. IRRIGATED TURF SHALL BE 'REVEILLE' TEXAS-KENTUCKY HYBRID BLUEGRASS.
25. SEEDED NATIVE TURF AREAS SHALL BE PER THE SEED MIXES LISTED ON THE PLANS AND PRIMARILY DRILLED PER THE SEEDING NOTES. SLOPES 3:1 AND STEEPER SHALL BE COVERED WITH S150 EROSION CONTROL MAT OR EQUAL.
26. SEED MIX SHALL BE APPLIED AS SHOWN ON THE PLANS.
27. EROSION CONTROL BLANKET SHALL BE BIONET® C125BN™ LONG-TERM BIODEGRADABLE DOUBLE-NET COCONUT BLANKET (OR APPROVED EQUAL) BY TENSAR CORP. 2500 NORTHWINDS PARKWAY, SUITE 500, ALPHARETTA, GA 30009. PHONE-(770) 344-2090.

DRY LAND SEEDING

Prior to any seeding, a depth of tillage sufficient to establish a seed bed will be done based on specific site conditions.

Germination Standard

The minimum standard for any dryland grass is 5 seedlings of the seeded species per square foot. This count/inspection shall be taken four (4) weeks after germination by a qualified botanist. Any area not meeting the specifications on germination will be touch up seeded in one of the following methods:

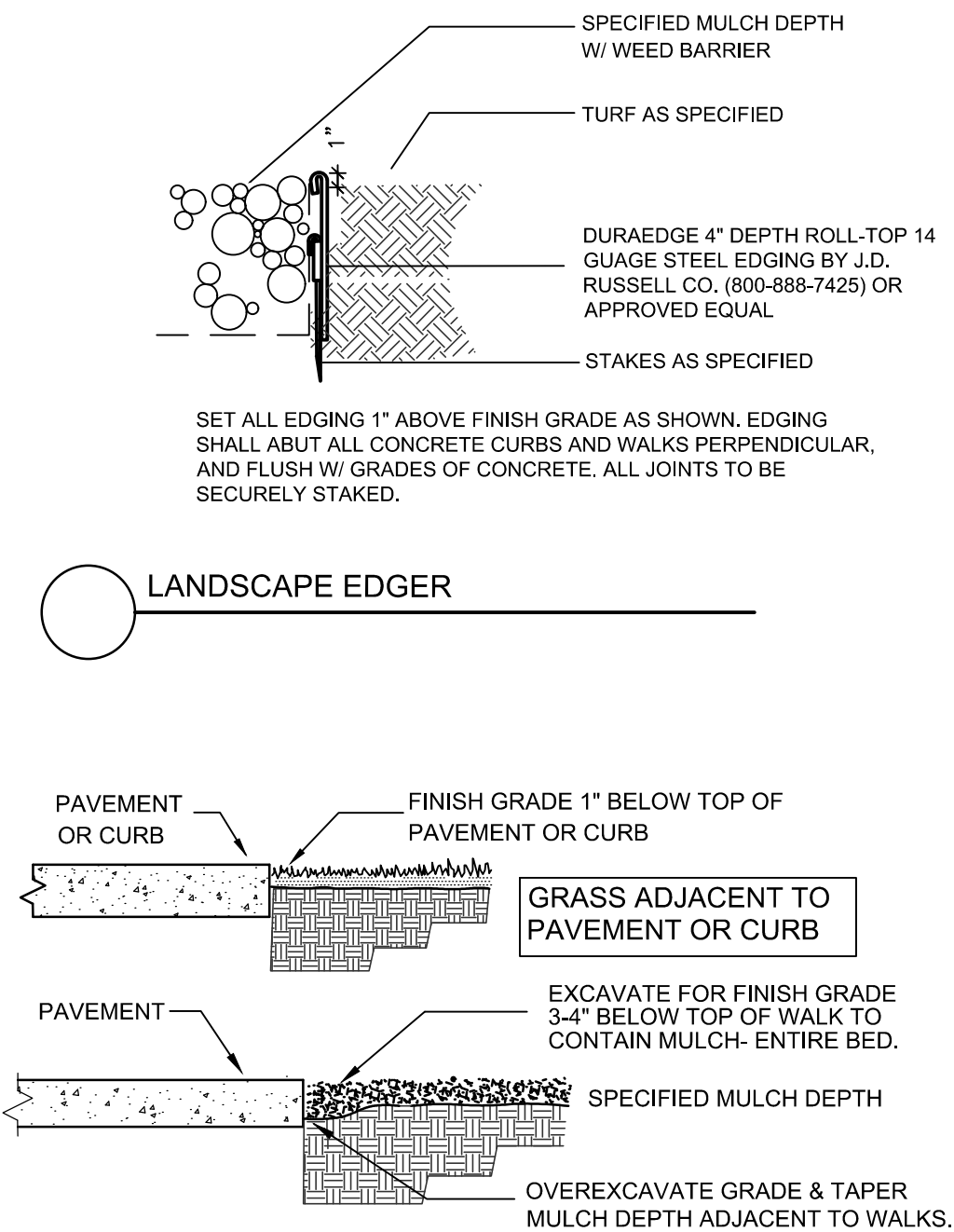
Hand Broadcast and Incorporation
Mechanical Broadcast and Incorporation
Interseeding with Seed Drilling Equipment

Dry land seeding, sometimes referred to as "native" seeding, shall be accomplished with mechanical power-drawn drills which have depth bands set to maintain a planting depth of at least 1/4-inch and shall be set to space the rows not more than 7 inches apart. Seed that is extremely small shall be sowed from a separate hopper adjusted to the proper rate of application. When requested by the contractor and approved by the City, seeding may be accomplished by means of approved broadcast or hydraulic-type seeders. Seed shall not be drilled or sown during windy weather or when the ground is frozen or otherwise untillable.

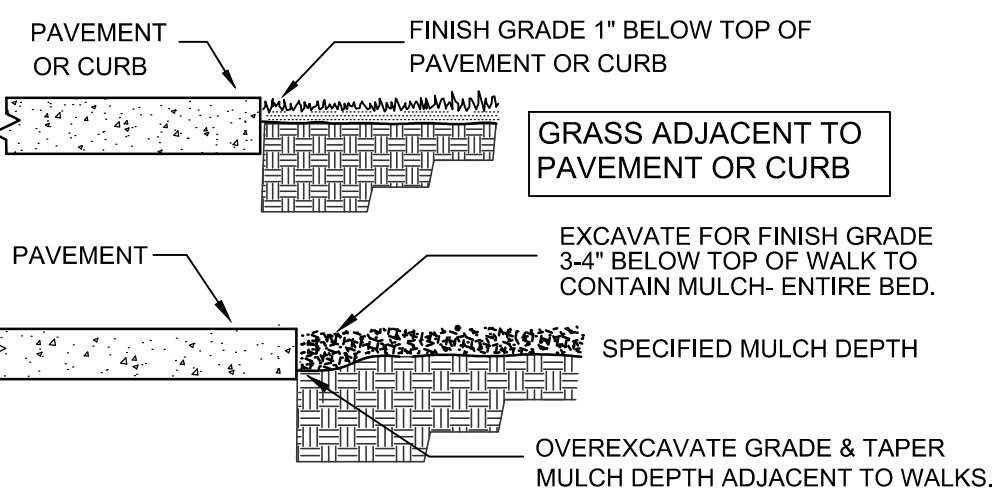
All seed sown by broadcast-type seeders shall be "raked in" or otherwise covered with soil to a depth of at least 1/4-inch. Hand method of broadcasting seed will be permitted only on small areas not accessible to machine methods. Water shall be applied as necessary to establish the cover crop. Hydraulic seeding equipment and accessories shall conform to that described in Section 2.28.00 of these STANDARDS AND SPECIFICATIONS. If inspections indicate that strips wider than the specified space between the rows planted have been left or other areas skipped, the City may require immediate resowing of seed in such areas at the developer's expense. Dry land seed shall be applied at the following rate:

Species	C-W-N	Variety	Lbs. Per Acre PLS	
			Drilled	Broadcast
Western Wheatgrass	N	Barton	25	50
Blue Grama	N	Lovington	2.5	5
Buffalo Grass	N	Sharps	20	40
		Improved		
Alkali Sacaton	N	**	2.5	5
Pubescent Wheatgrass	C	Lune	7.5	15
Kentucky Bluegrass	C	Merion	1.25	2.5

** = Seed source should come from within 150 miles of an area to be seeded.
PLS = Pure Live Seed is the amount of seed expected to grow based on the purity and germination rate of the bulk seed.
C = Cool season grass
W = Warm season grass
N = Native species

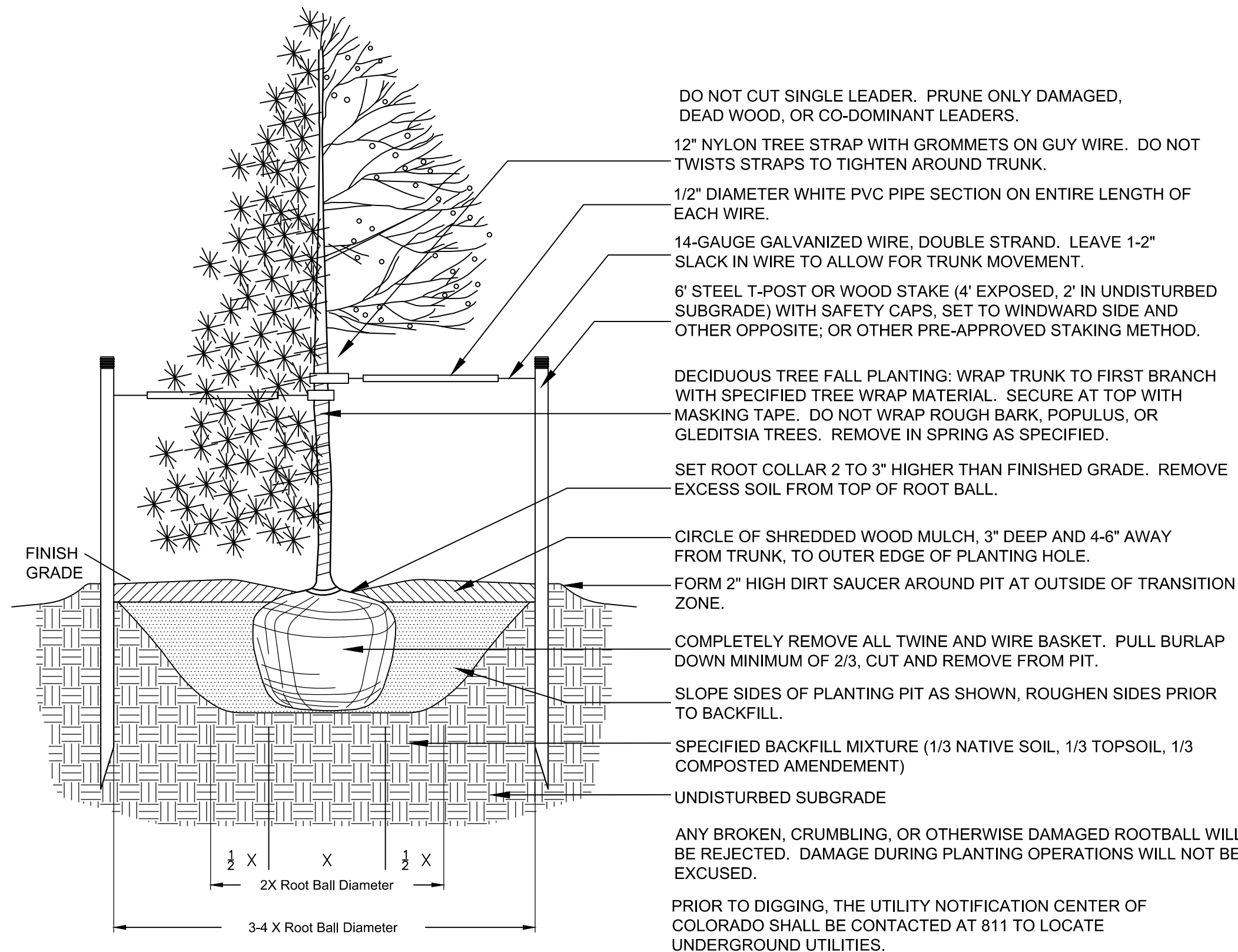


LANDSCAPE EDGER

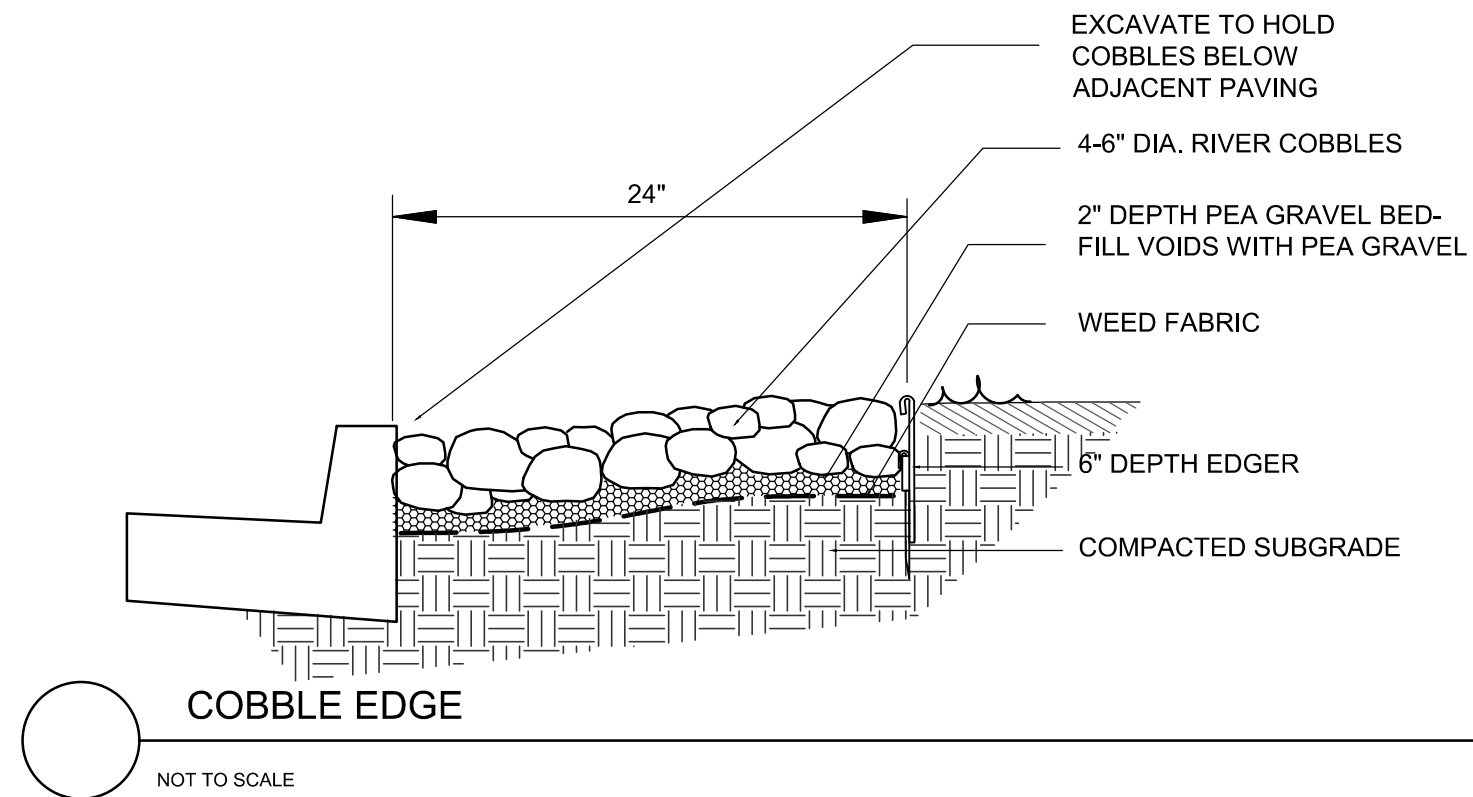


TYP. LANDSCAPE EDGES

NOT TO SCALE

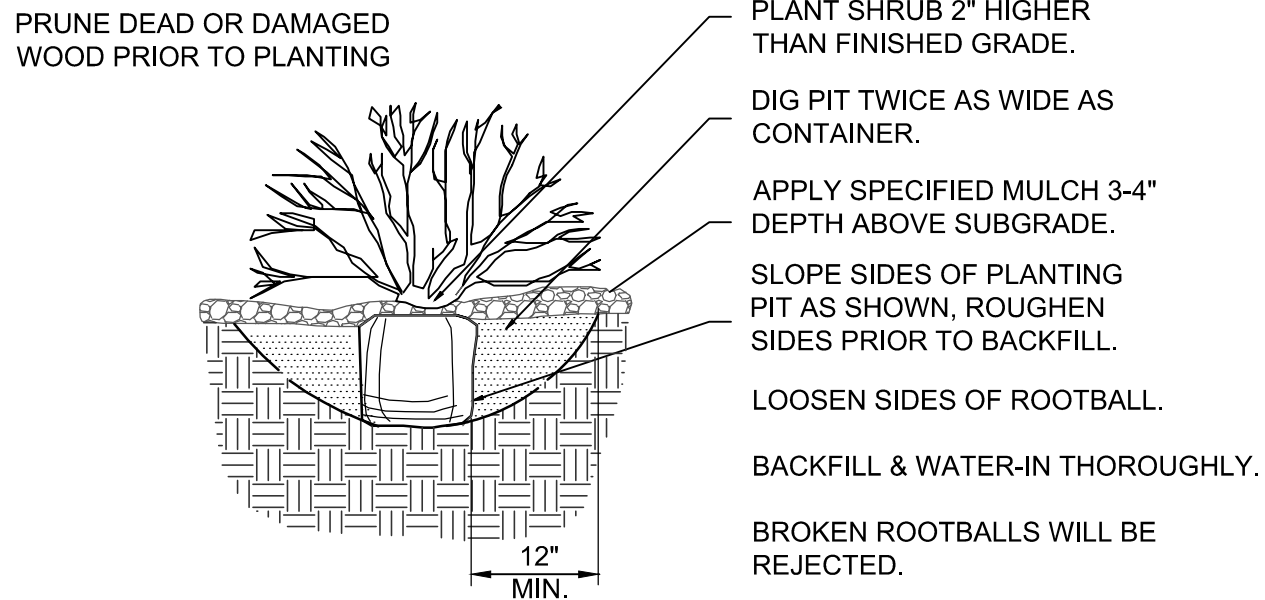


STANDARD TREE PLANTING DETAIL



COBBLE EDGE

NOT TO SCALE



TYPICAL SHRUB / ORNAMENTAL GRASS PLANTING DETAIL

JULY 29, 2020
LANDSCAPE
DETAILS & NOTES

SHEET 4 OF 8



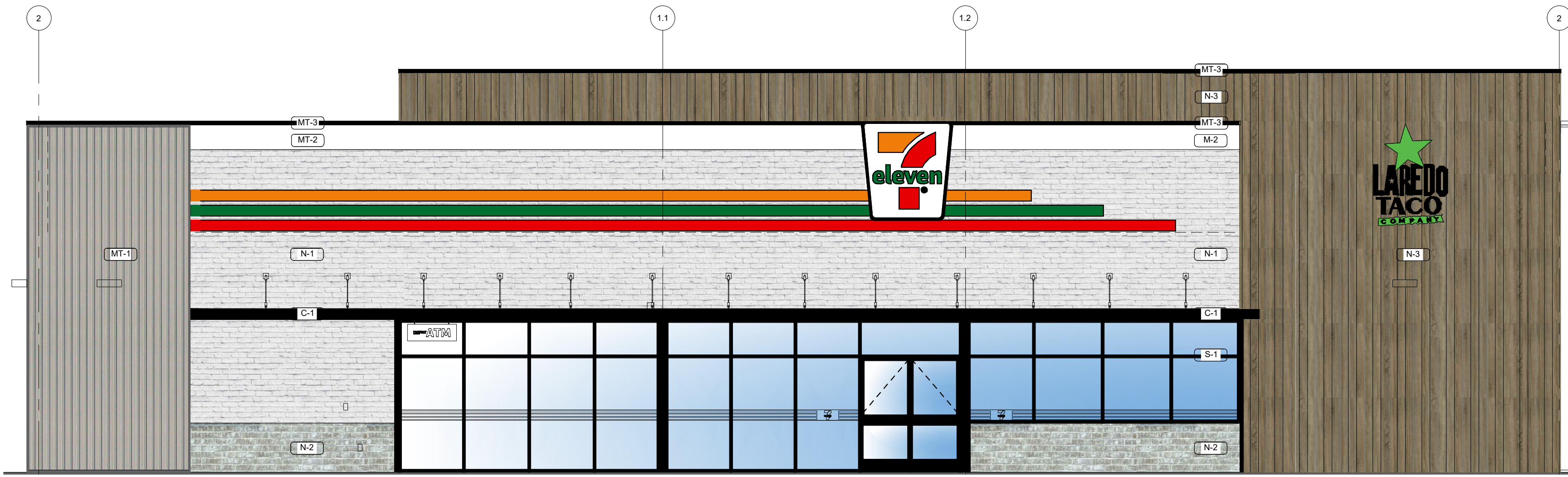
Know what's below.
Call before you dig.



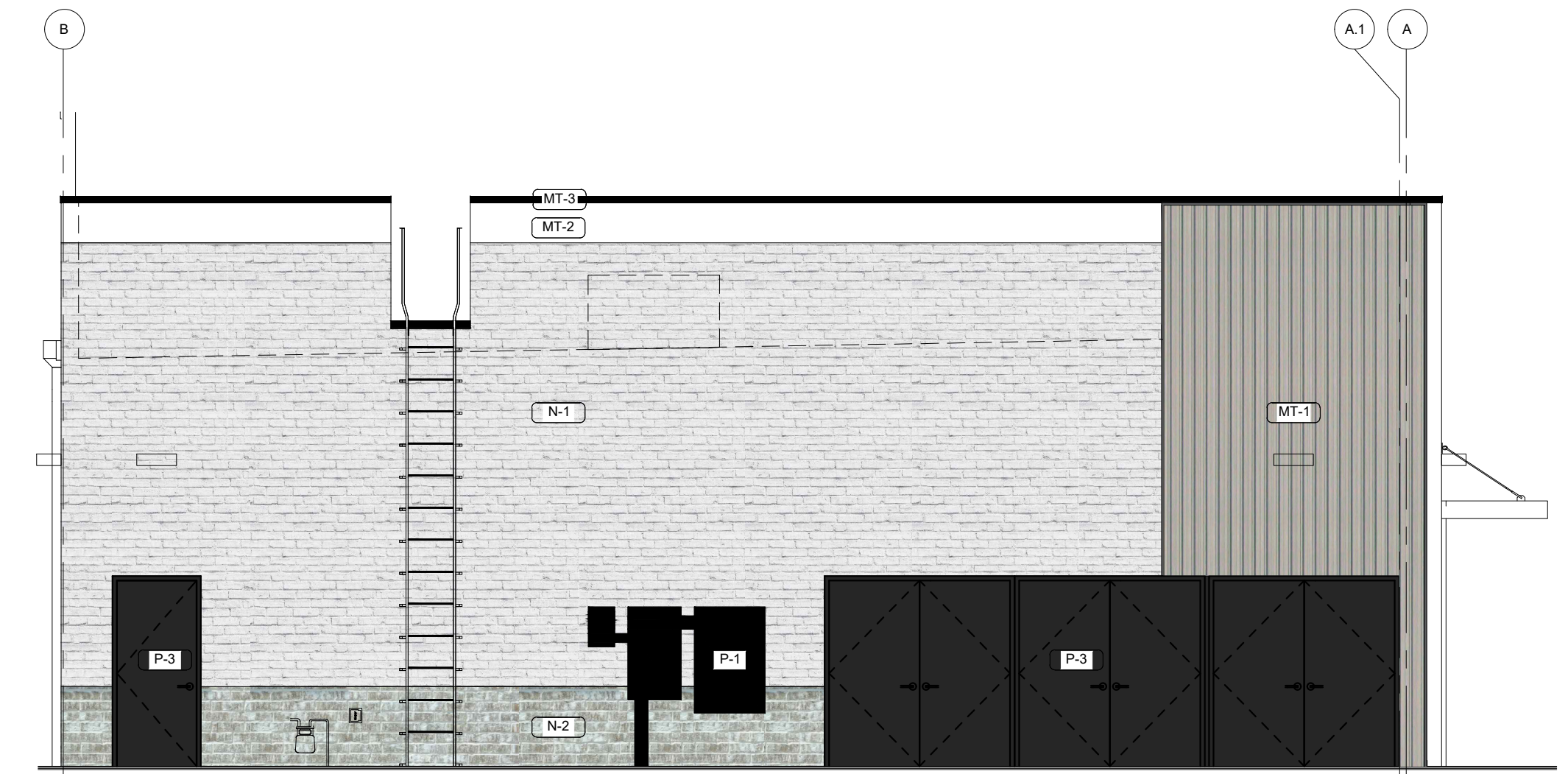
PLANNING & LANDSCAPE
ARCHITECTURE
Jump Design Company
1733 S. Clarkson Street
Denver, Colorado 80210
303.292.0463
info@jumpdesignco.com



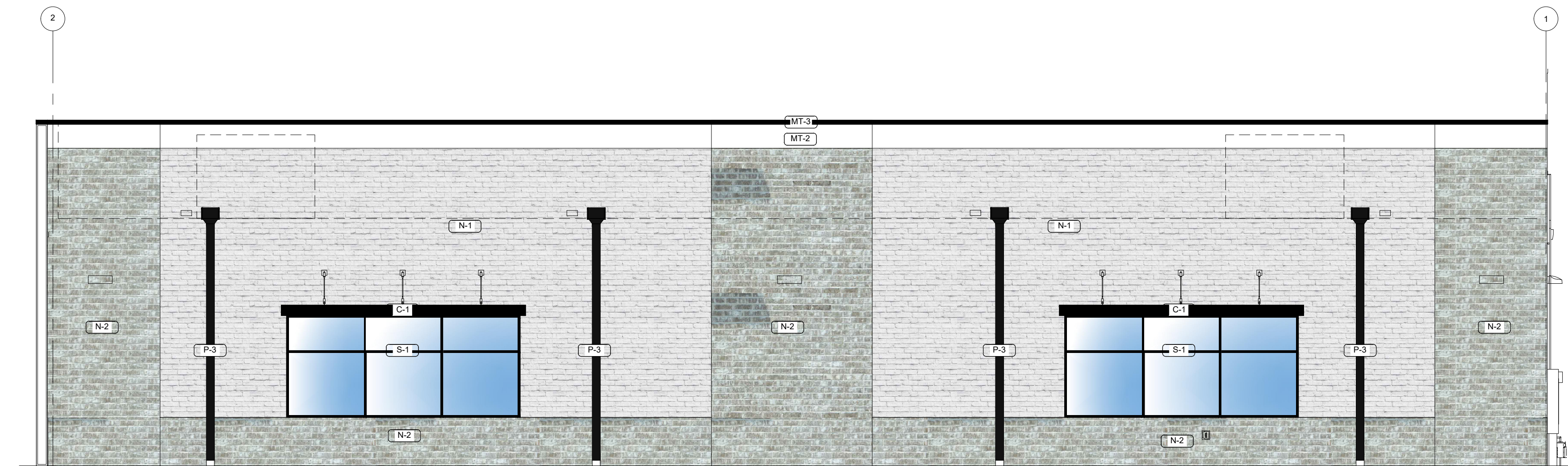
7-11
SITE PLAN MAP
SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. 2020-010



SOUTH ELEVATION



WEST ELEVATION



NORTH ELEVATION



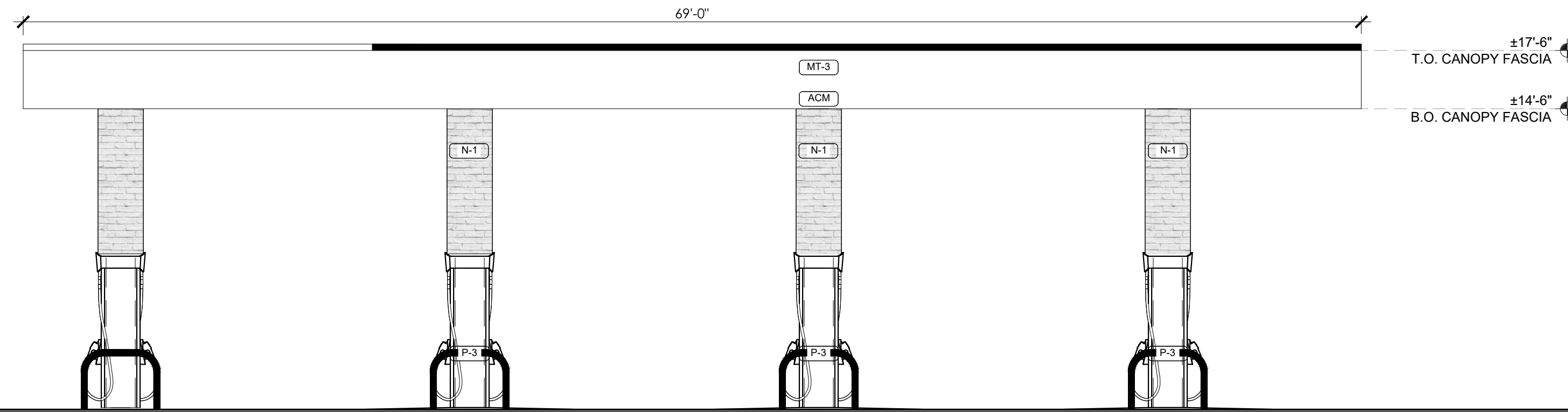
EAST ELEVATION

MATERIAL & TRANSPARENCY CALCULATIONS PER SECTION LDC SEC. 21-7655 (7)	
EAST ELEVATION REQUIRED FACADE SQ. FT. TOTAL = 1141 SQ FT ARCHITECTURAL METAL OR CMU < 25% = 286 SQ FT MASONRY AND/OR GLASS REQUIRED ≥ 50% = 571 SQ FT PROPOSED FACADE SQ. FT. TOTAL = 1141 SQ FT ARCHITECTURAL METAL OR CMU = 21% = 244 SQ FT MASONRY AND/OR GLASS REQUIRED = 79% = 897 SQ FT	WEST ELEVATION REQUIRED FACADE SQ. FT. TOTAL = 1107 SQ FT ARCHITECTURAL METAL OR CMU < 25% = 276 SQ FT MASONRY AND/OR GLASS REQUIRED ≥ 50% = 554 SQ FT PROPOSED FACADE SQ. FT. TOTAL = 1107 SQ FT ARCHITECTURAL METAL OR CMU = 18% = 210 SQ FT MASONRY AND/OR GLASS REQUIRED = 82% = 897 SQ FT
NORTH ELEVATION REQUIRED FACADE SQ. FT. TOTAL = 1979 SQ FT ARCHITECTURAL METAL OR CMU < 25% = 495 SQ FT MASONRY AND/OR GLASS REQUIRED ≥ 50% = 990 SQ FT PROPOSED FACADE SQ. FT. TOTAL = 1979 SQ FT ARCHITECTURAL METAL OR CMU = 7% = 139 SQ FT MASONRY AND/OR GLASS REQUIRED = 93% = 1840 SQ FT	SOUTH ELEVATION REQUIRED FACADE SQ. FT. TOTAL = 2205 SQ FT ARCHITECTURAL METAL OR CMU < 25% = 551 SQ FT MASONRY AND/OR GLASS REQUIRED ≥ 50% = 1103 SQ FT PROPOSED FACADE SQ. FT. TOTAL = 2205 SQ FT ARCHITECTURAL METAL OR CMU = 15% = 336 SQ FT MASONRY AND/OR GLASS REQUIRED = 85% = 1869 SQ FT

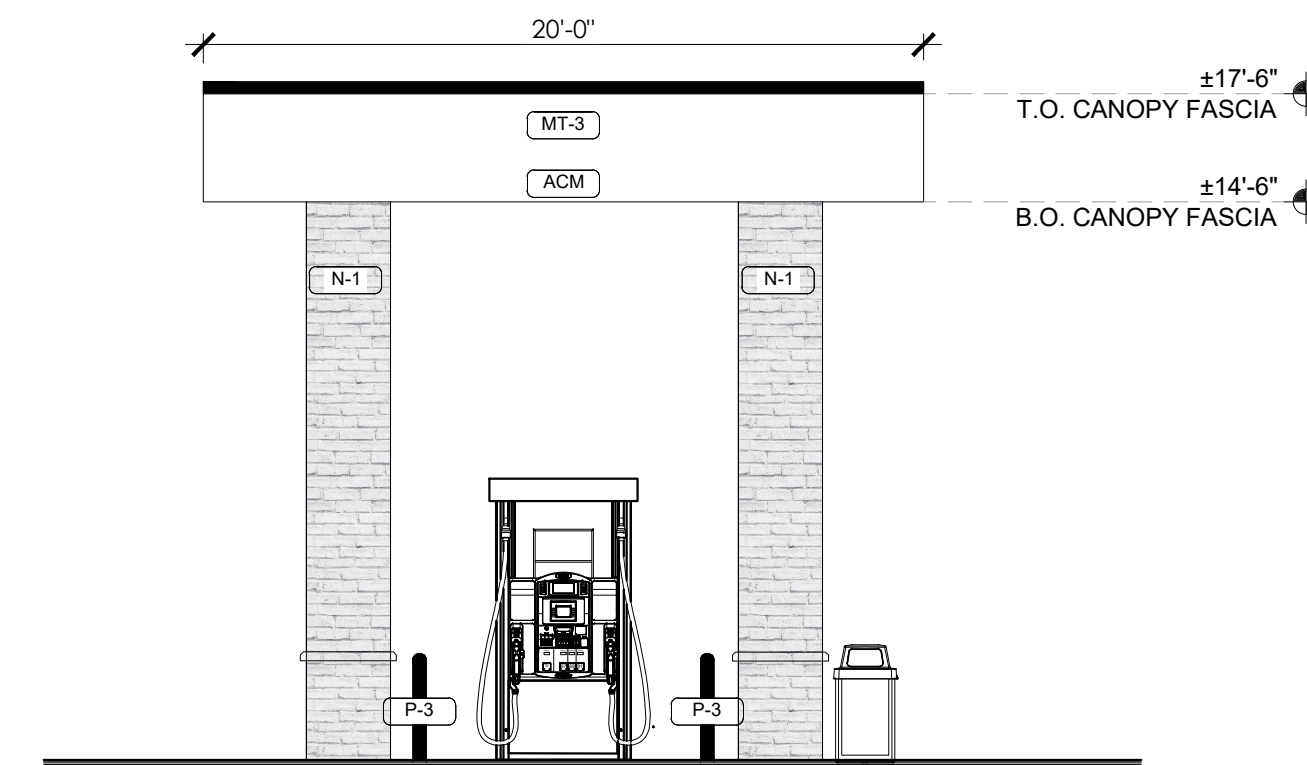


JULY 29, 2020
ARCHITECTURAL
ELEVATIONS
SHEET 5 OF 8

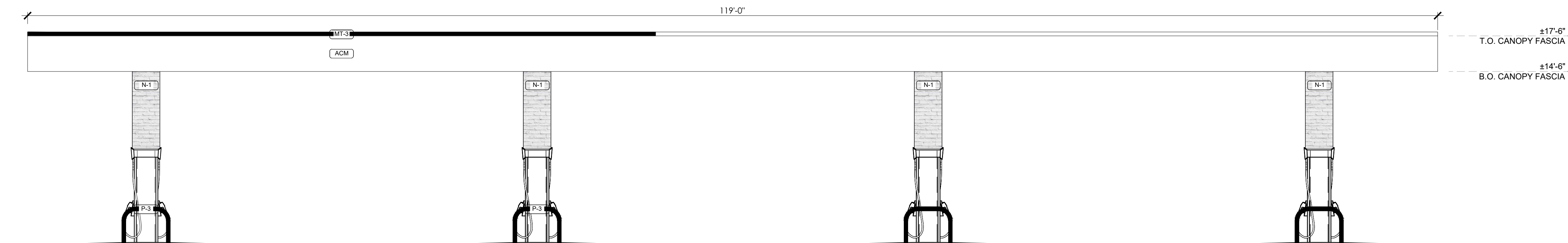
7-11
SITE PLAN MAP
SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
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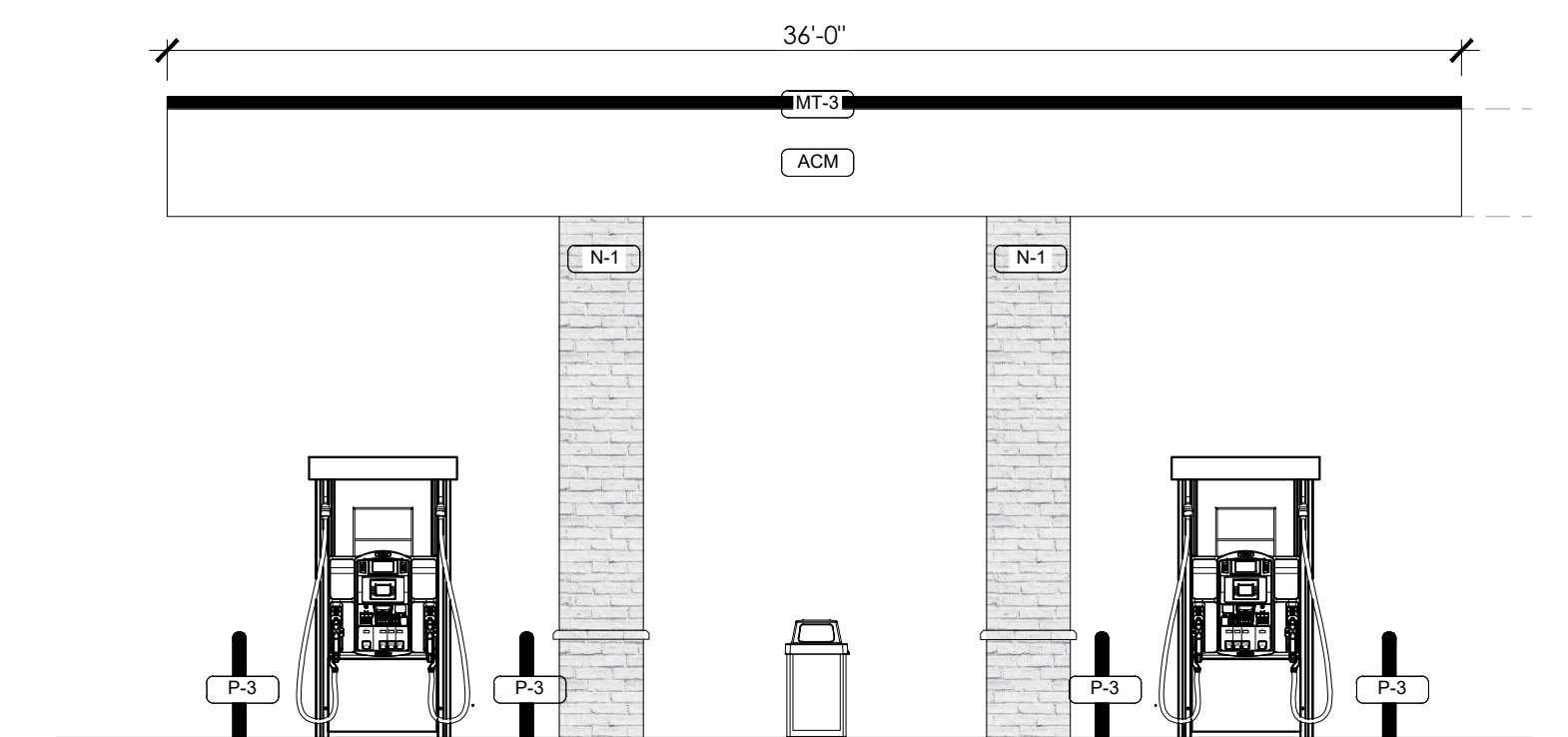
NORTH/SOUTH DIESEL CANOPY ELEVATION



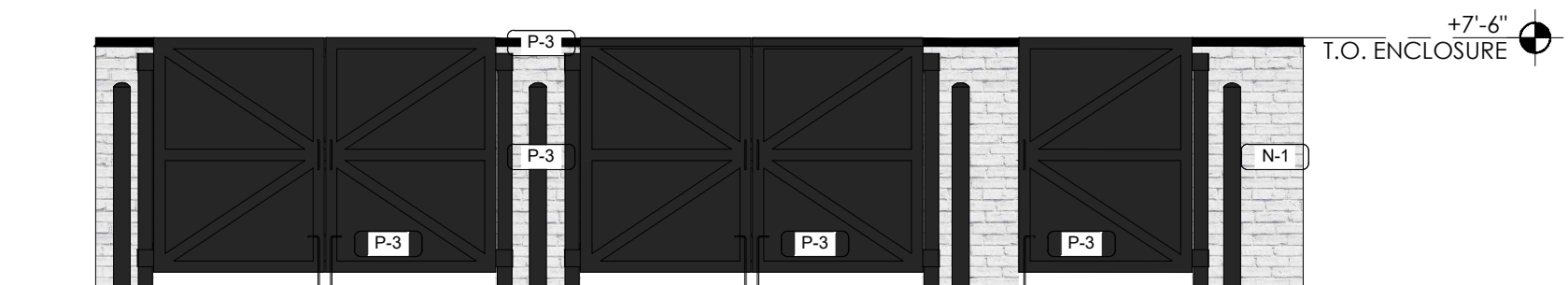
EAST/WEST DIESEL CANOPY ELEVATION



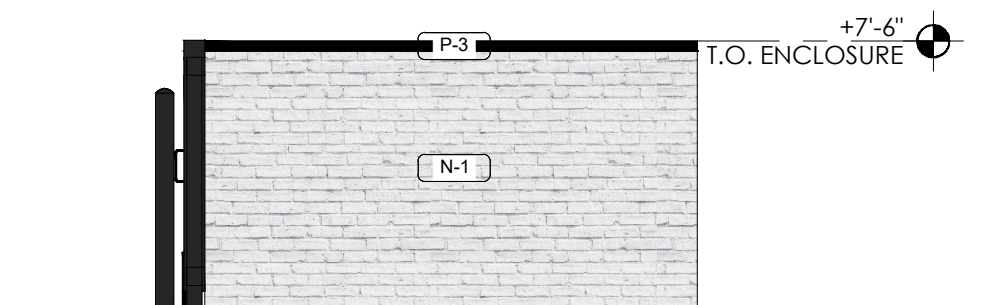
NORTH/SOUTH GAS CANOPY ELEVATION



EAST/WEST GAS CANOPY ELEVATION



FRONT TRASH ENCLOSURE ELEVATION



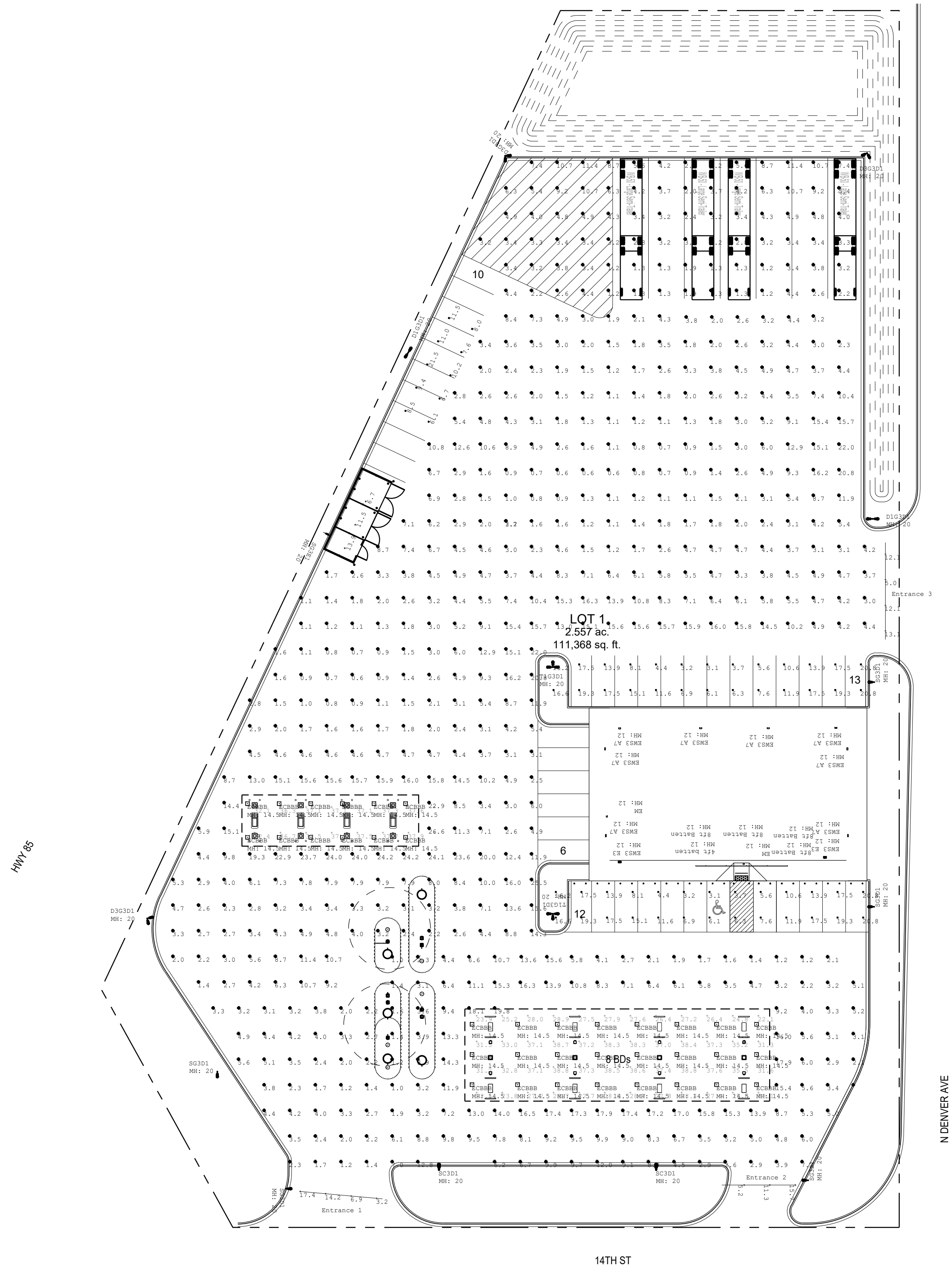
SIDE TRASH ENCLOSURE ELEVATION

C-1	MT-1	MT-2	MT-3	N-1	N-2	N-3	P-1	P-3	S-1
PRE-FINISHED ALUMINUM CANOPY COPING AND SIGNAGE BOX PRE-CLAD MATTE BLACK	CORRUGATED METAL PAC-CLAD SILVER	METAL CAP TBD - PAINT TO MATCH P-1	METAL CAP PAINT TO MATCH P-3/C-1 PRE-CLAD MATTE BLACK	FIBER CEMENT PANEL NICHIA VINTAGE BRICK PAINTED PURE WHITE SW-7005	FIBER CEMENT PANEL NICHIA VINTAGE BRICK PAINTED GRAY	FIBER CEMENT PANEL NICHIA VINTAGE WOOD AWP 1818 CEDAR WOOD	PAINT PURE WHITE SW-7005	PAINT TO MATCH C-1	ALUMINUM STOREFRONT GLAZING TO MATCH C-1

JULY 29, 2020
ARCHITECTURAL
ELEVATIONS
SHEET 6 OF 8

7-11
SITE PLAN MAP

SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
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Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Air Pump	Illuminance	Fc	10.25	12.5	8.0	1.28	1.56
Dumpster	Illuminance	Fc	10.70	13.9	6.7	1.60	2.07
Entrance 1	Illuminance	Fc	10.43	17.4	3.2	3.26	5.44
Entrance 2	Illuminance	Fc	10.73	15.7	5.2	2.06	3.02
Entrance 3	Illuminance	Fc	10.07	13.1	5.0	2.01	2.62
Gas Canopy	Illuminance	Fc	31.34	38.8	22.1	1.42	1.76
Gas Canopy 2	Illuminance	Fc	36.44	37.9	32.1	1.14	1.18
General Approach	Illuminance	Fc	6.46	26.6	0.6	10.77	44.33
Parking 1	Illuminance	Fc	10.46	20.8	2.4	4.36	8.67
Parking 2	Illuminance	Fc	10.05	21.5	6.1	1.65	3.52
Property Line	Illuminance	Fc	2.66	22.0	0.1	26.60	220.00

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	LLF	Arr. Watts	Arr. Lum. Lumens
	40	ECBBB	SINGLE	1.000	64	8110
	3	D3G3D1	2 @ 90 DEGREES	1.000	514	39800
	8	EWS3 A7	SINGLE	1.000	25	2900
	2	EM	SINGLE	0.010	20	32
	2	EWS3 E3	SINGLE	1.000	90	8600
	4	D1G3D1	BACK-BACK	1.000	514	39800
	4	8ft Batten	SINGLE	1.000	33	3073
	1	4ft batten	SINGLE	1.000	16.68	1536
	2	T1G3D1	3 @ 90 DEGREES	1.000	771	59700
	1	SG3E1	SINGLE	1.000	257	20400
	3	SG3D1	SINGLE	1.000	257	19900
	2	SC3D1	SINGLE	1.000	95	8500

1
7
SCALE 1:20
PHOTOMETRIC PLAN



JULY 29, 2020
PHOTOMETRIC
PLAN
SHEET 7 OF 8



GE Lighting

SG3D1_18

Evolve™ LED Roadway Lighting

Scalable Specification Grade Cobrahead (ERS1, ERS2, ERS3 & ERS4)



Product Features

From local to major roadways, the GE Evolve™ LED Roadway Scalable Cobrahead fixtures are changing the way you light your lanes. Preserving the aesthetic look of traditional roadway Cobrahead fixtures, GE balances the technical needs of a sophisticated LED system with the functional demands of an outdoor fixture facing extreme weather hazards. GE's advanced LED optical design offers hundreds of photometric options to meet your precise lighting requirements, while delivering reduced glare and improved light control. The refined thermal management system incorporates a sleek and robust heat sink directly into the fixture to ensure maximum heat transfer and long LED life.

The GE Evolve LED Roadway Scalable Cobrahead offers more than 11 years of reliable service life to significantly reduce maintenance frequency and expense, based on a 50,000 hour life and 12 hours of operation per day.

Applications

- Designed to meet recommended luminance and illuminance requirements for local to major roadway / street classifications.
- Die cast aluminum housing.
- A modern design preserving the aesthetic look of traditional roadway Cobrahead fixtures incorporates the heat sink directly into the unit ensuring maximum heat transfer and long LED life.
- Meets 3G vibration per C136.31-2010.
- Power draw assembly with removable retention latch.

LED & Optical Assembly

- Structured LED array for optimized roadway photometric distribution.
- Evolve™ light engine consisting of scalable reflective technology designed to optimize application efficiency and minimize glare.
- Reverse facing light engine options available.
- Utilizes high brightness LEDs, 70 CRi at 4000K & 5000K typical.
- LM-79 tests and reports are performed in accordance with IESNA standards.

Lumen Maintenance

- Lumen Maintenance and TM21 projections listed below each lumen data table.

atings

- ☑️ Listed, suitable for wet locations per UL 1988.
- IP66 rated optical enclosure per ANSI C136.25-2009.
- Temperature ratings:
 - 40°C to 50°C for 325mA and 700mA skus except for ERS4 @ 347-480V (-40°C to +45°C)
 - 40°C to +40°C for 1050mA skus
 - Upward Light Output Ratio (LOR) = 0.

Mounting

- Splitter with +/- 5 degree of adjustment for leveling.
- Integral die cast mounting pipe step feature.
- Wildlife intrusion protection at mounting pipe entry.
- Adjustable for 1.25 in. or 2 in. mounting pipe.

Finish

- Corrosion resistant polyester powder painted, minimum 2.0 mil thickness.
- Standard colors: Black and Gray.
- RAL & custom colors available.

Electrical

- 120-277 volt and 347-480 volt available.
- System power factor is >90% and THD <20%.
- Class "A" audible sound rating.
- Integral surge protection:
 - For 120-266VAC per IEEE/ANSI C62.41-1991, 6kV/3kA Location Category B1 (20 events)
 - Optional higher rating surge protection device available.
- Optional high capability surge protection per IEEE/ANSI C62.41-2-2002.
- 6kV/3kA Location Category C-Low (5000 events).
- EMI: Title 47 CFR Part 15 Class A.
- Photo electric sensors (PE) available for all voltages.

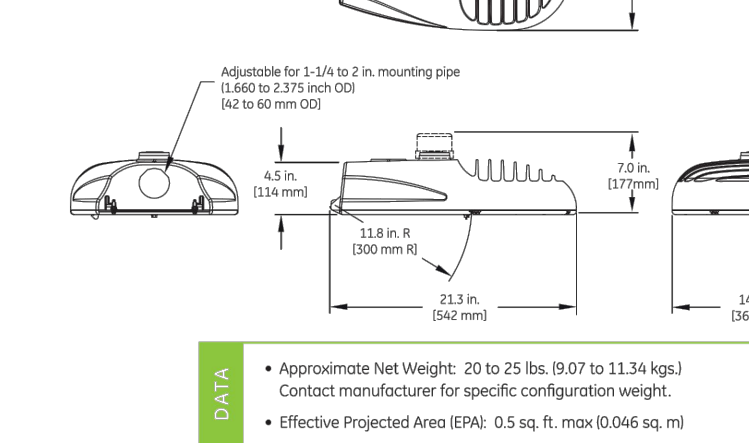
*System power factor and THD is tested and specified at 120V input and maximum load conditions.

Ambient Temperature Conversion Table

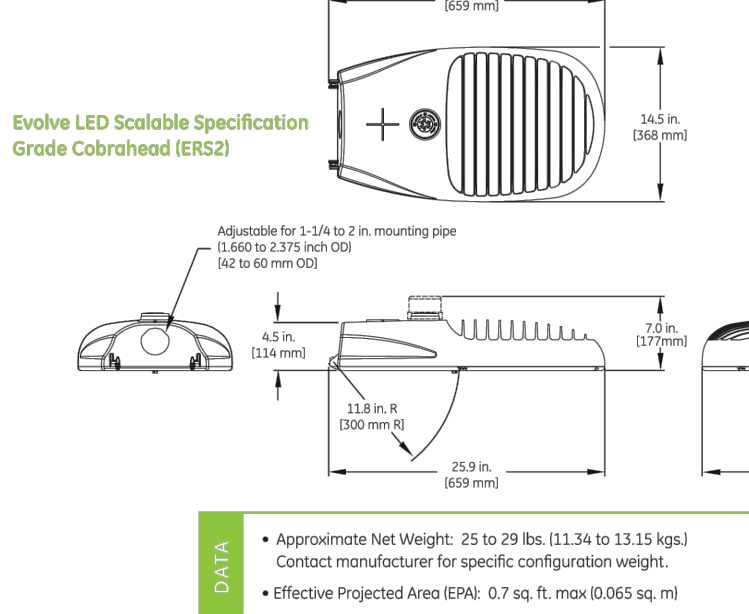
AMBIENT TEMPERATURE	INITIAL LUMENS	INITIAL HOURS
15	1.01	1.01
25	1.01	1.01
35	1.00	1.00
45	0.99	1.00
55	0.98	0.99

Product Dimensions

Evolve LED Scalable Specification Grade Cobrahead (ERS1)



Evolve LED Scalable Specification Grade Cobrahead (ERS2)



Approximate Net Weight: 25 to 29 lbs. (11.34 to 13.14 kg) Contact manufacturer for specific configuration weight.

Effective Projected Area (EPA): 0.5 sq. ft. max (0.046 sq. m)

WA7



Product Features

The GE Evolve™ LED Scalable Wall Pack is optimized for customers looking for an efficient and reliable LED solution for wall mounted, site, area and general lighting applications.

Depending on the application, Evolve™ LED Scalable Wall Pack can yield up to a 75% reduction in system energy consumption compared with standard HID systems. This reliable system operates well in cold temperatures and offers more than 11 years of service life to reduce maintenance frequency and expense, based on a 50,000 hour rated life and 12 hours of operation per day. Containing no mercury or lead, this environmentally responsible product is RoHS compliant.

Applications

- Wall mounted, site, area and general lighting utilizing an advanced LED optical system providing uniformity, vertical light distribution, reduced off-axis visibility, reduced on-site glare and effective security light levels.

Housing

- Die-cast aluminum housing.
- Steel architectural design incorporating a heat sink directly into the unit ensuring maximum heat transfer and long LED life.
- Meets 3G vibration standards per ANSI C136.31-2001.
- For 3G rating contact manufacturer.

LED & Optical Assembly

- Structured LED array for optimized area light photometric distribution.
- Evolve™ LED light engine utilizes reflective technology to optimize application efficiency and minimize glare.
- Utilizes high brightness LEDs, 70 CRi at 4000K & 5000K typical.
- LM-79 tests and reports are performed in accordance with IESNA standards.

Lumen Maintenance

- System rating is L85 at 50,000 hours. Contact manufacturer for Lxw rating (Lumen Depreciation) beyond 50,000 hours.

atings

- ☑️ Listed, suitable for wet locations. (For UL availability contact manufacturer)
- IP 65 rated optical enclosure per ANSI C136.25-2009.
- Temperature rated at -40° to 50°C.
- Upward Light Output Ratio (LOR) = 0
- RoHS compliant.

Mounting

- Flush wall mount to 1" Box with inspection hole for IP 65.

Finish

- Corrosion resistant polyester powder painted, minimum 2.0 mil thickness.
- Standard colors: Black and Dark Bronze.
- RAL & custom colors available.

Electrical

- 120-277 volt and 347-480 volt available.
- System power factor is >90% and THD <20%.
- Class "A" sound rating.
- Integral surge protection non-dimming:
 - Tested per IEEE/ANSI C62.41-1991, 4kV/2kA
 - Location Category: EC L20 Event.
 - EMI: Title 47 CFR Part 15 Class A.

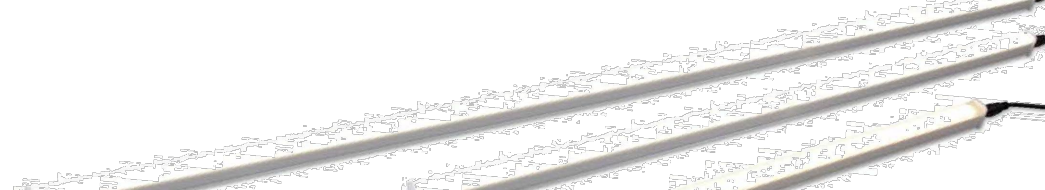
*System power factor and THD is tested and specified at 120V input and maximum load conditions.

Warranty

- 5-year limited system warranty standard.

8ft Batten

GE Lighting



Batten LED Luminaire

Utility Lighting for wet rated locations.

The new Batten LED Luminaire gives you more performance in tight, demanding situations where utilitarian light is required, is now wet rated. The GE Batten is suitable for mounting in any ambient application space and it's unique design makes it ideal to mount individually, or run in a continuous row.

More Lighting Performance

- Maximizes coverage through wide, uniform Lambertian light distribution.
- Extruded plastic design protects against moisture, dust and damage.
- No decrease of light output in cold settings—as can happen with fluorescent.
- Can be used in -40°C to 60°C (-40°F to 140°F)
- Comes in Regular and High Output
- 50,000-hour rated life
- Sizes: 2ft, 4ft, 8ft

More Savings on Installation and Operation

- Installation is fast and easy with mounting clips.
- Integrated power supply eliminates separate drivers.
- Easily daisy chain
- Bumper wire & end-to-end
- Input Voltage: 120-277V
- IP66 Rated
- IP66 Tested

Applications:

- LED Luminaire Fixture

Evolve™ LED Area Lighting

Recessed Canopy Light (ECRA)



ECBBB

Product Features

The new GE Evolve™ LED Recessed Canopy Light provides an energy-efficient and robust means for lighting areas with canopies, such as gas stations, truck stops and drive-thrus at banks, pharmacies and restaurants. Offering easy installation and maintenance, along with various lumen levels at both 4000K and 5000K color temperatures, this canopy light provides a great LED lighting solution for their outdoor space.

Housing

- Die-cast aluminum housing.
- Integral heat sink for maximum heat transfer.
- Meets 1.5G vibration standards per ANSI C136.31-2010.

LED & Optical Assembly

- Structured LED array for optimized area lighting photometric distributions.
- Evolve™ light engine consisting of reflective technology designed to optimize application efficiency and minimize glare.
- Utilizes high brightness LEDs, 70 CRi at 4000K and 5000K color temperatures.
- Drop Lens distribution added for unique applications requiring high angled light and increased visibility to the light source.
- LM-79 tests and reports are performed in accordance with IESNA standards.

Lumen Maintenance

ECRA SKU	Lxw@50Khrs
AS	L80
BS	L80
CS	L85

atings

- ☑️ Listed, suitable for wet locations per UL 1988.
- IP66 rated optical enclosure per ANSI C136.25-2009.
- Temperature rated at -40° to 50°C (CS SKUs: -40° to 40°C).
- Upward Light Output Ratio (LOR) = 0.
- Compliant with the material restriction requirements of RoHS.

Warranty

- Refer to ECRA accessories datasheet for more information.
- 24" Escutcheon Plate
- 32" Escutcheon Plate

Accessories

- Per TM-21 calculator.
- L70 > 100,000 hrs for all power levels.
- Mounted to Sheet Metal per typical canopy install.
- Ambient Operating condition 25°C.

Technical Specifications

REGULAR OUTPUT

HIGH OUTPUT

Accessories

Technical Specifications

Specification Item

Operating Environment

Voltage

Warranty

System Certifications

www.ge-lighting.com

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Ordering Number Logic

Scalable Specification Grade Cobrahead (ERS1)

Datasheet information valid through 06/2014

ERS1

ERS1

ERS1

ERS1

ERS1

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ERS1

JOB NAME:

TYPE NO.:

CATALOG NO.:

High-Lites EM

Pluralux Series Location LED Emergency Lighting Units

ORDERING INFORMATION

Catalog Number: Example: LEDRSWCL

LEDPRS

MODEL NUMBER

HOUSING COLOR

OPTIONS

CL: Cold Location Operation

PLURALUX SERIES

EMERGENCY LIGHTING

EMERGENCY LIGHTING

EMERGENCY LIGHTING

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EMERGENCY LIGHTING

Ordering Number Logic

Scalable Wall Pack (EWS1)

EWS1

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Ordering Number Logic

Scalable Wall Pack (EWS1)

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Components

REGULAR OUTPUT

HIGH OUTPUT

Accessories

Technical Specifications

Specification Item

Operating Environment

Voltage

Warranty

System Certifications

www.ge-lighting.com

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ALDRIDGE TRANSPORTATION CONSULTANTS, LLC

Advanced Transportation Planning and Traffic Engineering

John M.W. Aldridge, PE, PTOE, AICP
Colorado Licensed Professional Engineer

1082 Chimney Rock Road
Highlands Ranch, CO 80126
303-703-9112
Mobile: 303-594-4132
Email: john@atceng.com

July 20, 2020

Mr. Ryan Beckmann
Cadence Capital Investments
6400 S. Fiddlers Green Circle Suite 1820
Greenwood Village, CO 80111

RE: Transportation Analysis
7-11 NEC US-85/14th St. Ft. Lupton

Dear Mr. Beckmann:

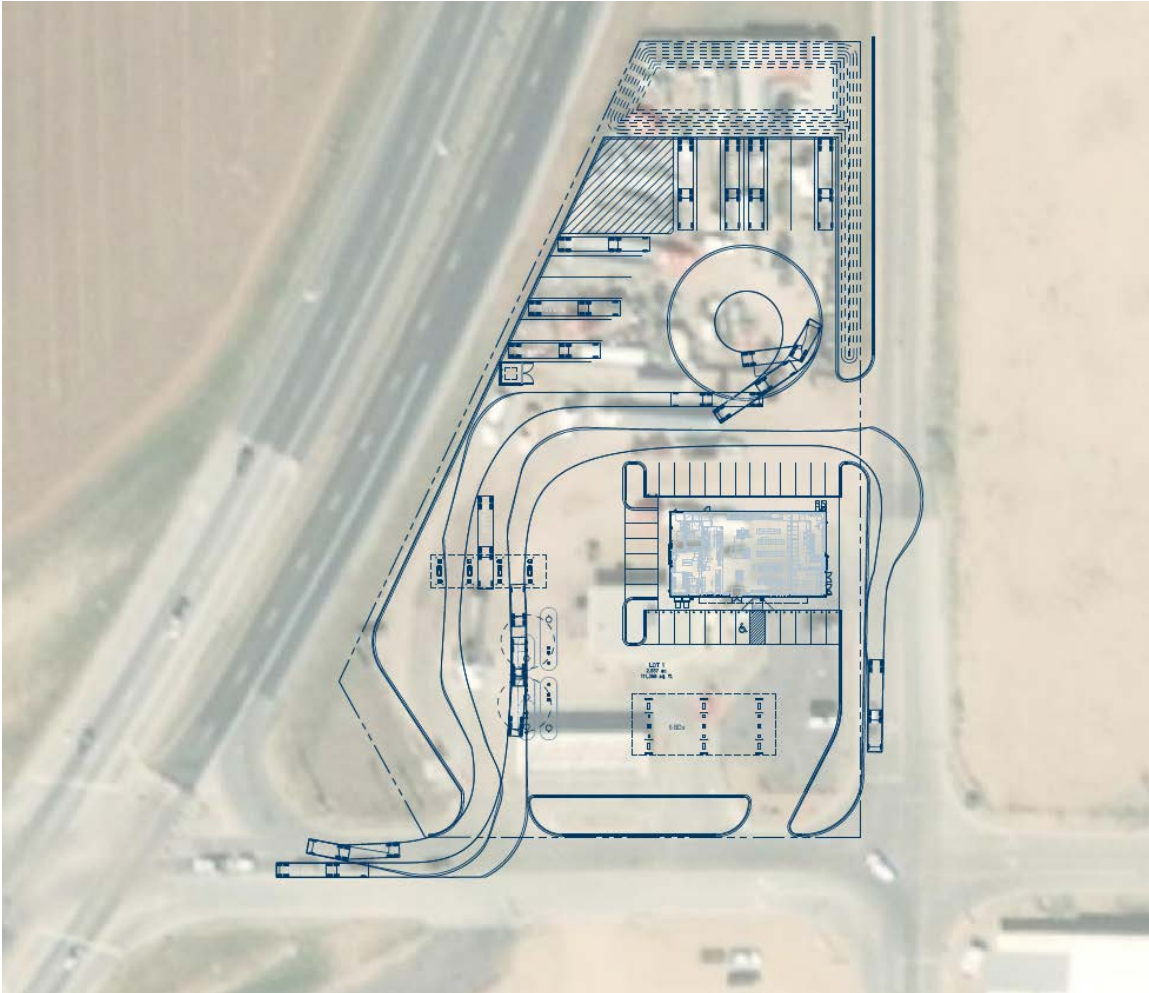
This technical letter provides a transportation analysis of the potential impact occasioned by the rebranding of an existing Shell gas station and convenience store located in Fort Lupton on the northeast corner of US-85 and 14th St. Figure 1 shows the location of the site and the adjacent streets and intersections.



This project is a rebranding of the existing Shell station to a 7-11 facility that will add a non-destination, customer-oriented restaurant, high speed diesel pumps, and a parking area for heavy vehicles. The proposed site plan is shown on the next page.



The Shell station is already an active 2,500 square foot convenience store/gas station/and truck fueling facility and revised site with a new approximately 4,000 square foot convenience store will provide better on-site vehicular circulation, added handiness for the existing customers, and faster service for truckers with the additional high-speed diesel pumps.



EXISTING & PROJECTED CONDITIONS

According to the Fort Lupton Transportation Plan, 14th St. in this section carries approximately 5,400 AADT. It is posted at 35 mph to the east of Denver Ave. US-85 is an E-X (Expressway) and currently carries approximately 24,000 AADT per the CDOT OTIS website. Denver Ave. is US-85 Business Route. It carries 4,700 AADT and is posted at 25 and 35 mph in this area.



The US-85/14th St. intersection is traffic signal controlled with flashing yellow arrow left turn phasing on all but the eastbound approach which is permitted. The intersection of Denver Ave. and 14th St. is two-way stop sign controlled. The north/south movements are controlled.

Note that recent traffic counts at these intersections are not available. Due to the COVID-19 crisis and the consequential reduced traffic any new traffic counts would be understated. However, the intersections and adjacent streets are fully developed, and no improvements are anticipated.

ACCESS LOCATIONS

Presently there are three accesses to the property. One is located on Denver Ave. about 170 feet north of 14th St. and two are located on 14th St. The two are separated by approximately 100 feet and provide for excellent on-site circulation and easy on and off access to 14th St. All are full movement.

Moreover, it appears that the two driveways on 14th St. have been reconstructed with curb and gutter, landscaping, and storm drains. The site fronts on four-travel lanes which provide space for turning movements. The adjacent intersections at US-85 and Denver Ave. are also in good condition with no apparent need for improvement.

TRIP GENERATION

Presently the Shell station has six fueling stations under the canopy and one free standing diesel pump (two fueling stations) for heavy vehicles. The convenience store is approximately 2,500 square feet. The addition of a restaurant and the diesel fuel pumps (the number of passenger car/pick-up truck fueling stations stay doesn't change) are added conveniences to the existing customers and not expected to significantly increase the traffic in and out of the site. Two tables are presented next. The first is the present trip generation with the number of fueling stations. The second table shows the trip generations for the number of fueling stations with the additional high-speed diesel pumps.

Present Trip Generation Worksheet								
ITE CODE	LAND USE	UNIT	QUANTITY	ADT	AM		PM	
					IN	OUT	IN	OUT
945	Gas Station w/ Convenience	Fueling Stations	8	205.36	6.36	6.11	7.13	6.89
				1643	51	49	57	55
Total Trips				1643	51	49	57	55



Trip Generation Worksheet								
ITE CODE	LAND USE	UNIT	QUANTITY	ADT	AM		PM	
					IN	OUT	IN	OUT
945	Gas Station w/ Convenience	Fueling Stations	12	205.36	6.36	6.11	7.13	6.89
				2464	76	73	86	83
Total Trips				2464	76	73	86	83

IMPACT ANALYSIS

As the number of pumps for the passenger car/pick-up vehicles will not change the number of trips to use these and visit the convenience store is not likely to increase. There could be an increase in the number of trucks as it will be less stacking and queuing at the pumps. The easiest way in and out for trucks is to turn left onto Denver Ave. and circle into the pump stations and/or use the parking lot and patronize the convenience store and restaurant. Given the daily volume on 14th St. at just 5,400 ADT, the left turn from 14th St. to Denver Ave. must be at a high level of service. The same would be true for the full-movement accesses on 14th St. The section of 14th St. in front of the site is 4-lanes that provide space to stop and wait for a gap with only minimal delay to the through movement.

STATE HIGHWAY ACCESS CODE

The frontage road and Denver Ave. are part of the state highway system and as such access is governed by the State Highway Access Code. Presently there are no access permits to the property. Three new access permit applications have been prepared and accompany this impact analysis.

CONCLUSIONS

Based on this analysis, the present roadway surface, geometric design, and traffic control will adequately manage, without any additional improvements, the traffic generated by the proposed rebranding of the Shell station to a 7-11 facility.



Should you have any questions or need additional information please call me at 303-703-9112.

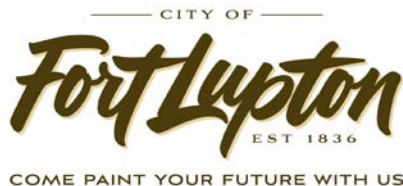
Respectfully submitted:

Aldridge Transportation Consultants, LLC

John M.W. Aldridge, P.E.
Principal

JMWA/me





FROM: Alyssa Knutson
 DATE: 08/25/20
 PROJECT: 7-Eleven (641 14th Street) Site Plan
 Project No. LUP2020-0024; Plan No. SPR2020-0008

INTERNAL DISTRIBUTION:

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

OUTSIDE DISTRIBUTION:

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

If you have comments, please respond by: **September 15, 2020**

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

COMMENTS:

Alyssa Knutson

From: Hice-Idler - CDOT, Gloria <gloria.hice-idler@state.co.us>
Sent: Saturday, September 12, 2020 12:51 PM
To: Alyssa Knutson
Cc: Timothy Bilobran - CDOT; Allyson Mattson - CDOT
Subject: LUP2020-0024/7-11/Town of Fort Lupton/US 85 EFR

Follow Up Flag: Follow up
Flag Status: Flagged

Alyssa,
The applicant will need to obtain a new access permit from CDOT for the access onto the frontage road since it is likely there will be a change of use (more than a 20% increase of traffic using the access).

Gloria Hice-Idler
Rocksol Consulting

(970) 381-8629



10601 W. 10th Street, Greeley, CO 80634

gloria.hice-idler@state.co.us | www.codot.gov | www.cotrip.org



Alyssa Knutson

From: John Fryar
Sent: Thursday, August 27, 2020 4:49 PM
To: Alyssa Knutson
Subject: RE: Referral Response Request: 7-Eleven (641 14th Street) Site Plan; Project No. LUP2020-0024 & Plan No. SPR2020-0008

Follow Up Flag: Follow up
Flag Status: Flagged

No LE issues. We just want to make sure they keep a camera that points in the general direction of the intersection at Hwy 85 & 14th St.



Commitment rather than Compliance
Remember "Find a Way to Help"

John Fryar, Chief of Police
130 S. McKinley Ave
Fort Lupton, CO 80621

Work (303) 857-4011
Cell (303) 210-0100

From: Alyssa Knutson
Sent: Tuesday, August 25, 2020 2:01 PM
Cc: Todd Hodges <thodges@Fortluptonco.gov>; Maria Lancto <MLancto@Fortluptonco.gov>
Subject: Referral Response Request: 7-Eleven (641 14th Street) Site Plan; Project No. LUP2020-0024 & Plan No. SPR2020-0008

Good Afternoon,

The documentation located at the following links are submitted to you for review and recommendation for a site plan being reviewed by the City of Fort Lupton. The application documents can be reviewed at the following link: <https://www.fortlupton.org/DocumentCenter/Index/519>.

Any comments you consider relevant to this request would be appreciated. Please reply by **September 15, 2020**, so that we may give full consideration to your recommendation. Any response not received before or on this date may be deemed to be a favorable response to the Planning & Building Department.

The Public Hearings for this matter are scheduled for:

Planning Commission: Thursday, September 24, 2020 at 6:00 PM; and
City Council: Tuesday, October 20, 2020 at 7:00 PM

Your time in this matter is greatly appreciated!

Alyssa Knutson, AICP
Planner II & FLURA Staff Liaison
130 S. McKinley Ave.
Fort Lupton, CO 80621
Office: 303.857.6694
Direct: 720.466.6128
Mobile: 303.304.4498



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Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694

Fax: 303.857.0351

www.fortluptonco.gov

MEMO

To: Todd Hodges
Alyssa Knutson

From: Roy Vestal

Date: August 27, 2020

Subject: 7-Eleven (641 14th Street) Site Plan; Project No. LUP2020-0024
& Plan No. SPR2020-0008
Public Works Review

Public Works has reviewed the submitted documents for the above referenced development project with the following comments for inclusion with the Site Plan submittal. Be advised, review of drawings is for general compliance with city standards. There may be additional concerns as this design develops.

1. Utilities

a. Water - Chapter 3

- i. City water system is located in 14th St and Denver Av.

b. Sanitary Sewer - Chapter 4

- i. The City's sanitary sewer main is located in 14th St and in Denver Ave.

2. Site Plan

- a. No indication of service tap locations or sizes.
- b. Include 10' detached sidewalk along 14th St frontage.

3. Drainage

- a. Final Drainage Study is required.
- b. Consideration of offsite flows conveyance through this area must be made.

4. Transportation

- a. Additional ROW dedication for 14th St is required. The City Transportation Plan designates 14th St as an arterial with an ultimate ROW of 110-feet. 60-feet is existing, an additional 25-foot dedication along the southern property line is required (20-feet if REC F4109454 is additional 5' to the 60' that was there).
- b. Existing Row for Denver Ave is 60-feet.

5. Landscape / Grading - Chapter 2 Design Standards

- a. A SWMP and Stormwater Discharge permit must be acquired from CDPH&E. Please submit proof of prior to receiving construction permits. Please provide copy of permit from CDPH&E.
- b. Review proposed landscape plans at street locations and evaluate for sight triangle conflicts.

6. Utilities

a. Water - Chapter 3

- i. Water service connection should be done north of the concrete section in Denver Ave.
- ii. The existing service will require abandonment IAW City Standards.
- iii. Backflow prevention assemblies (if required) shall be tested by a Certified Cross-Connection Control Technician upon installation and tested at least annually, thereafter.
- iv. Plumbing plans should identify back flow prevention devices and will require inspection by a certified backflow prevention technician and registration on the City's Aqua Flow web site. The backflow device will require annual inspections and entry to the City's Cross Connection Inspection Control system (in accordance with Section 13-85 of the City Municipal Code).

b. Sanitary Sewer - Chapter 4

- i. Sewer service connection should be done north of the concrete section in Denver Ave.
- ii. The existing service will require abandonment IAW City Standards.

c. Storm Sewer - Chapter 5

- i. Drainage study will be required.
- ii. Denver Avenue north of this site is a drainage problem area with inadequate outfalls under the highway.

d. Traffic Control - Chapter 8

- i. The Traffic Study as submitted is acceptable.
- ii. I am still concerned about future traffic and access to this site.
- iii. Maximum length of curb opening is 35-feet.

8.11.07 Basic Principles for Curb Openings and Driveways

- 7. Final Construction Drawings should include City Standard Details as needed.
 - a. A Public Works Permit will be required for construction of the curb & gutter, sidewalk, water service and sewer service.

September 15, 2020

City of Fort Lupton
130 South McKinley Ave.
Fort Lupton, CO 80621

Re: Project No. LUP2020-0024 & Plan No. SPR2020-0008 - 7-Eleven (641 14th Street) Site Plan

Dear Alyssa Knutson:

On behalf of United Power, Inc., thank you for inviting us to review and comment on the site plan for the 7-Eleven at 641 14th Street. After review of the information, we have the following comments:

- We currently have electrical distribution providing service to this location. There is an underground line running along the south end of the property along 14th. There is also a junction cabinet on the southeast corner (14th and Denver Ave) that has an underground electrical line that goes at a diagonal north through the parking lot to the transformer located at the rear of the current Shell Station building. There is also an underground electric line that goes from that transformer north that is providing service to the modular on the north end of the property. In addition to that, we have an overhead line that is providing service at the northeast side of the property along Denver Ave.
- It appears that the proposed site plan redevelopment has the new building location over the current electric line going to the transformer. The contractor/developer will need to work closely with United Power before starting construction to ensure safety and have the lines de-energized and remove the transformer and/or any other equipment within the site location before construction begins.
- New service – Once ready, we will provide new service to the new proposed transformer location. We recommend the east side of the lot along Denver Ave. We believe this would be the best route and most cost effective to the customer.
- We would request our lines be placed within an easement from the junction cabinet to the transformer and a pocket easement for the transformer. We request on the plat an 8' to 10' Utility Easement on the east side of the lot, along Denver Ave. We would be able to utilize this easement for the new line. The pocket easement for the transformer does not need to be platted and can be taken care of during the design/construction.
- We request to maintain the 5' United Power easement (Rec No. 23011200) on the south end of the lot, along 14th.
- Please note, that any cost associated to the relocation would be at the expense of the applicant.

Please note, the property owner/developer/contractor must submit an application along with CAD data for new electric service via <https://www.unitedpower.com/construction>. United Power would like to work with these persons early in the construction process on getting an electric design prepared so that we can request any additional easements needed and hopefully have those easements dedicated on the plat rather than obtaining separate document(s). Obtaining easements via a separate document can be time consuming and could cause delays.

As a Reminder: No permanent structures are acceptable within the dry utility easement(s); such as, window wells, wing walls, retaining walls, basement walls, roof overhang, anything affixed to the house like decks, etc. United Power considers any structure that impedes the access, maintenance, and safety of our facilities a permanent structure. No exceptions will be allowed, and any encroachments could result in penalties.

Service will be provided according to the rules, regulations, and policies in effect by United Power at the time service is requested. We look forward to safely and efficiently providing reliable electric power and outstanding service.

Thank you,

A handwritten signature in black ink, appearing to read "Samantha Riblett".

Samantha Riblett
United Power, Inc.
Right of Way Administrative Assistant
O: 303-637-1324 | Email: platreferral@unitedpower.com



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571. 3284
donna.l.george@xcelenergy.com

September 15, 2020

City of Fort Lupton Planning Department
130 South McKinley Avenue
Fort Lupton, CO 80621

Attn: Alyssa Knutson and Todd Hodges

Re: 7-Eleven at 641 14th Street, Case #s LUP2020-0024 and SPR2020-0008

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the site plan for **7-Eleven**. Please be aware PSCo owns and operates existing natural gas distribution facilities within the road rights-of-way. The property owner/developer/contractor must complete the application process for any new natural gas service or modification to existing facilities via [xcelenergy.com/InstallAndConnect](https://www.xcelenergy.com/InstallAndConnect). It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the Utility Notification Center by dialing 811 for utility locates prior to construction.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

Alyssa Knutson

From: Kelly Dykstra <kdykstra@procodeinc.net>
Sent: Tuesday, September 15, 2020 8:08 AM
To: Alyssa Knutson
Subject: RE: Referral Response Request: 7-Eleven (641 14th Street) Site Plan; Project No. LUP2020-0024 & Plan No. SPR2020-0008

Follow Up Flag: Follow up
Flag Status: Completed

No comments other than each structure, (canopy, fuel pad, building) will require separate permits. Thanks Alyssa

Kelly Dykstra

Deputy Building Official
(970) 305-3161
www.procodeinc.net



Confidentiality Notice: This electronic transmission and any attached documents or other writings are intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure. If you have received this communication in error, please immediately notify sender by return e-mail and destroy the communication. Any disclosure, copying, distribution or the taking of any action concerning the contents of this communication or any attachments by anyone other than the named recipient is strictly prohibited.

From: Alyssa Knutson <AKnutson@Fortluptonco.gov>
Sent: Monday, September 14, 2020 4:32 PM
Subject: FW: Referral Response Request: 7-Eleven (641 14th Street) Site Plan; Project No. LUP2020-0024 & Plan No. SPR2020-0008

Hello,

This is a reminder that the referral responses for the above-mentioned project are due tomorrow. If you have already submitted comments, please disregard this message.

Thank you!

Alyssa Knutson, AICP
Planner II & FLURA Staff Liaison
130 S. McKinley Ave.
Fort Lupton, CO 80621
Office: 303.857.6694
Direct: 720.466.6128
Mobile: 303.304.4498



This institution is an equal opportunity provider and employer.

From: Alyssa Knutson

Sent: Tuesday, August 25, 2020 2:01 PM

Cc: Todd Hodges <thodges@Fortluptonco.gov>; Maria Lancto <MLancto@Fortluptonco.gov>

Subject: Referral Response Request: 7-Eleven (641 14th Street) Site Plan; Project No. LUP2020-0024 & Plan No. SPR2020-0008

Good Afternoon,

The documentation located at the following links are submitted to you for review and recommendation for a site plan being reviewed by the City of Fort Lupton. The application documents can be reviewed at the following link: <https://www.fortlupton.org/DocumentCenter/Index/519>.

Any comments you consider relevant to this request would be appreciated. Please reply by **September 15, 2020**, so that we may give full consideration to your recommendation. Any response not received before or on this date may be deemed to be a favorable response to the Planning & Building Department.

The Public Hearings for this matter are scheduled for:

Planning Commission: Thursday, September 24, 2020 at 6:00 PM; and
City Council: Tuesday, October 20, 2020 at 7:00 PM

Your time in this matter is greatly appreciated!

Alyssa Knutson, AICP
Planner II & FLURA Staff Liaison
130 S. McKinley Ave.
Fort Lupton, CO 80621
Office: 303.857.6694
Direct: 720.466.6128
Mobile: 303.304.4498



This institution is an equal opportunity provider and employer.

The information transmitted is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL material. If you receive this information in error, please delete or destroy the information.

Please be cautious

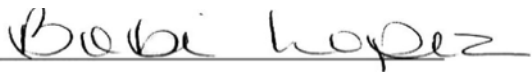
This email was sent outside of your organisation

**PROOF OF PUBLICATION
FORT LUPTON PRESS
WELD COUNTY
STATE OF COLORADO**

I, Steve Smith do solemnly swear that I am the Publisher of the **Fort Lupton Press** the same is a weekly newspaper printed and published in the County of Weld, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said county of Weld for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of **ONE consecutive insertion(s)** and that the first publication of said notice was in the issue of newspaper, dated **9th day of September, 2020** the last on the **9th day of September, 2020**.



Publisher, Subscribed and sworn before me,
this **9th day of September, 2020**



Notary Public.

**Bobi Lopez
Notary Public
State of Colorado
Notary ID 20024002511
My Commission Expires
March 26, 2023**

**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 site plan known as the 641 14th Street 7-Eleven Site Plan located north and adjacent to 14th Street and west and adjacent to Denver Avenue in the C-1 General Commercial Zone District within the City of Fort Lupton, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, September 24, 2020, at 6:00 P.M., and before the City Council on Tuesday, October 20, 2020, at 7:00 P.M. or as soon as possible thereafter.

The public hearings shall be held in the City Hall, 130 South McKinley Avenue, Fort Lupton, Colorado, or at such other time or place in the event this hearing is adjourned. Further information is available through the City Planning and Building Department at (303) 857-6694, Extension 128.

**ALL INTERESTED PERSONS
MAY ATTEND**

LEGAL DESCRIPTION

A PART OF THE NORTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, BEGIN THE PARCEL DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AUGUST 23, 1972 IN BOOK 674 AS RECEPTION NO. 1596133, PHILLIPS PETROLEUM COMPANY, GRANTOR, AND JOHN D. EACHUS AND JEAN L. EACHUS, GRANTEE.

EXCEPT THE EAST 27.00 FEET OF SAID PARCEL AND EXCEPT THE PARCEL DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 13, 1991 IN BOOK 1307 AS RECEPTION NUMBER 02259408, JOHN D. EACHUS AND JEAN L. EACHUS, GRANTORS, CITY OF FORT LUPTON, GRANTEE,

AND EXCEPT THE PARCEL DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 28, 1975 IN BOOK 746 AS RECEPTION NUMBER 1668464, JOHN D. EACHUS AND JEAN L. EACHUS, GRANTORS, THE CITY OF FORT LUPTON, COLORADO, GRANTEE,

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST ONE-QUARTER OF SAID SECTION 31 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 31 BEARS N00°05'09"W ON AN ASSUMED BEARING;

THENCE S89°47'52"W ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER OF SECTION 31, A

DISTANCE OF 27.00 FEET;

THENCE N00°05'09"W PARALLEL WITH THE EAST LINE OF SAID NORTHEAST ONE-QUARTER OF SECTION 31, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S89°47'52"W ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 1307 AS RECEPTION NUMBER 02259408 A DISTANCE OF 239.96 FEET TO THE WEST LINE OF SAID PARCEL DESCRIBED IN BOOK 674 AS RECEPTION NUMBER 1596133;

THENCE BY THE FOLLOWING COURSES AND DISTANCES ALONG THE WESTERLY LINE OF SAID PARCEL DESCRIBED IN BOOK 674 AT RECEPTION NO. 1596133:

N00°24'00"E, 2.81 FEET;

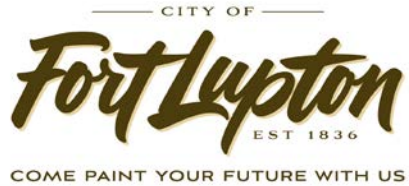
N32°18'00"W, 107.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS OF SAID CURVE IS 2940.00 FEET, THE CHORD BEARS N25°00'37"E, A DISTANCE OF 415.73 FEET; THENCE ALONG THE ARC OF SAID CURVE 416.08 FEET TO THE SOUTH LINE OF SAID PARCEL DESCRIBED IN BOOK 746 AT RECEPTION NUMBER 1668464;

THENCE N89°52'39"E ALONG THE SOUTH LINE OF SAID PARCEL AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31, A DISTANCE OF 121.03 FEET TO A LINE WHICH IS 27.00 FEET WEST OF THE EAST LINE OF SAID NORTHEAST ONE-QUARTER OF SECTION 31;

THENCE S00°05'09"E PARALLEL WITH SAID EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 31, A DISTANCE OF 500.00 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPT RIGHT-OF-WAY AS CONVEYED BY INSTRUMENT RECORDED IN BOOK 1066 AT PAGE 300, WELD COUNTY RECORDS.

Published in the Fort Lupton Press
September 9, 2020
000Z017



CERTIFICATE OF MAILING

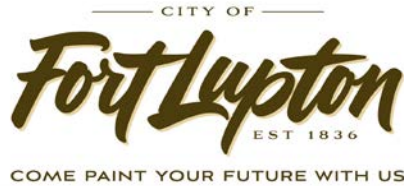
I, the undersigned, hereby certify that on the 2nd day of September, 2020, a true and correct copy of the foregoing Notice of Public Meeting and Site Plan Map for the 641 14th Street 7-Eleven Site Plan was sent via U.S. Mail, postage pre-paid, to the following addresses:

Extraction Oil & Gas LLC
370 17th Street, Ste. 5300
Denver, CO 80202

Noble Energy Inc.
Attn: Wattenberg Land Dept.
1625 Broadway, Ste. 2000
Denver, CO 80202

HS Resources, Inc.
1999 Broadway, Ste. 3600
Denver, CO 80202

City Official



**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 site plan known as the 641 14th Street 7-Eleven Site Plan located north and adjacent to 14th Street and west and adjacent to Denver Avenue in the C-1 General Commercial Zone District within the City of Fort Lupton, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

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ALL INTERESTED PERSONS MAY ATTEND

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EXCEPT RIGHT-OF-WAY AS CONVEYED BY INSTRUMENT RECORDED IN BOOK 1066 AT PAGE 300, WELD COUNTY RECORDS.

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:
7-ELEVEN (641 14TH STREET) SITE PLAN.

7-11
SITE PLAN MAP
SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
641 14TH STREET
PROJECT NO. 2020-010

LEGAL DESCRIPTION

A PART OF THE NORTHEAST ONE-QUARTER SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO BEING THE PARCEL DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AUGUST 23, 1972 IN BOOK 674 AS RECEPTION NO. 1596133, PHILLIPS PETROLEUM COMPANY, GRANTOR AND JOHN D. EACHUS AND JEAN L. EACHUS, GRANTEE,

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BASIS OF BEARING

BASIS FOR BEARINGS: THE EAST LINE OF THE NORTHEAST ONE-QUARTER SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR S00°05'09"E.

DEVELOPER

CADENCE DEVELOPMENT LLC
6400 S FIDDLERS GREEN CIRCLE, SUITE 1820
GREENWOOD VILLAGE, CO 80111
720-496-2586
CONTACT: LUCY DINNEEN
LDINNEEN@CADENCECAP.COM

CIVIL ENGINEER

PERCEPTION DESIGN GROUP, INC.
6901 SOUTH PIERCE STREET, SUITE 315,
LITTLETON, CO 80128
303-232-8088
CONTACT: JERRY DAVIDSON
JDAVIDSON@PERCEPTIONDESIGNGROUP.COM

SURVEYOR

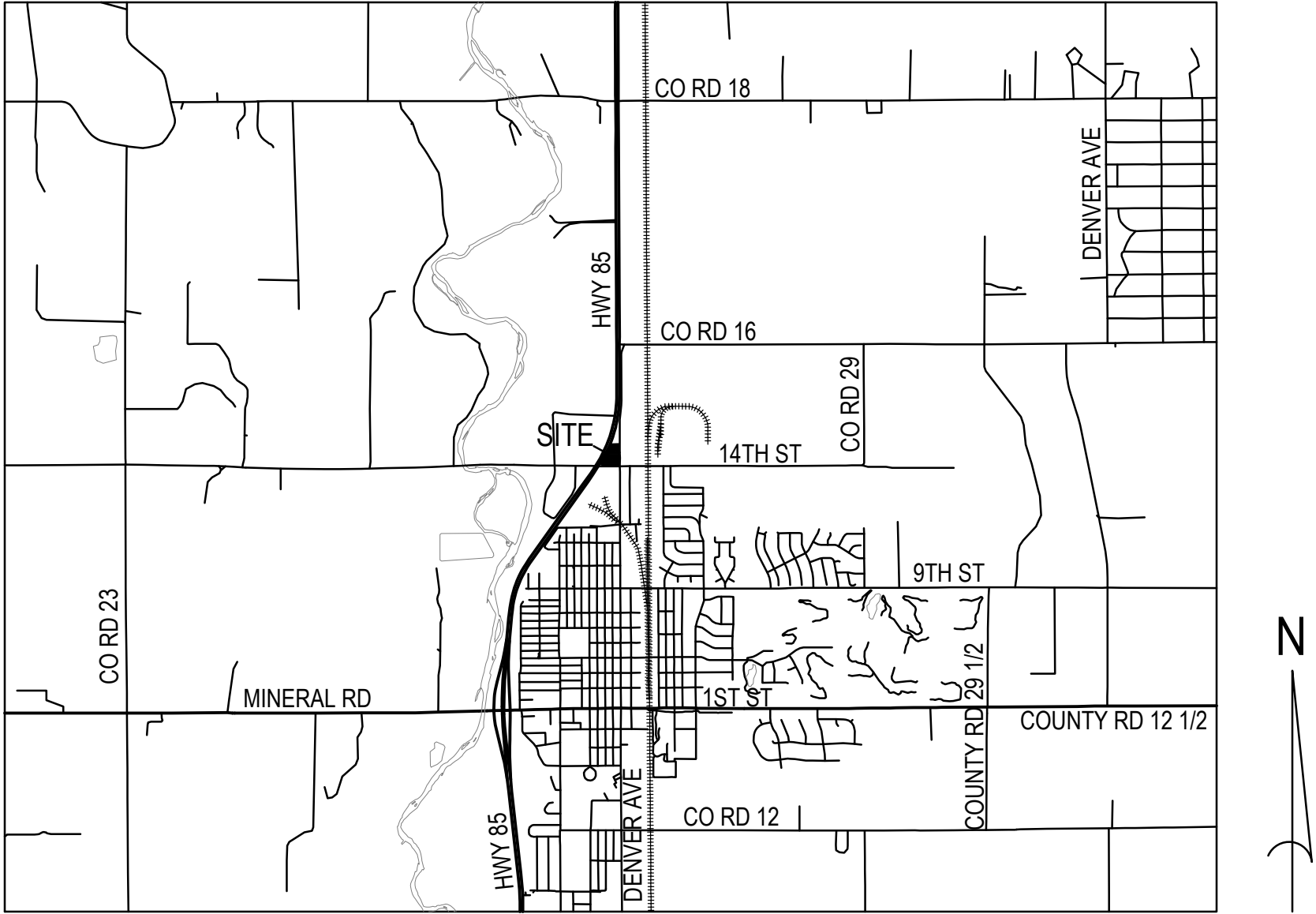
ENGINEERING SERVICE COMPANY
1300 SOUTH POTOMAC STREET, SUITE 126
AURORA, CO 80012
303-337-1393
303-337-7481 FAX
CONTACT: CHIP BECKSTROM, P.L.S.

ARCHITECT

THE DIMENSION GROUP
5600 S QUEBEC STREET, SUITE 325C
GREENWOOD VILLAGE, CO 80111
720-536-3180
CONTACT: TANNER E. KINDE
TKINDE@DIMENSIONGROUP.COM

LANDSCAPE ARCHITECT

JUMP DESIGN COMPANY
1733 SOUTH CLARKSON STREET
DENVER, CO 80210
303-282-0463
CONTACT: TOM JUMP



VICINITY MAP

SCALE: 1" = 1000'

PARKING REQUIREMENTS

REQUIRED (MINIMUM)
2 SPACES PER 1,000 SF

FULL-SIZED SPACES TO BE AT LEAST 9'X19'
40% OF TOTAL SPACED TO BE OVERSIZED (10'X20')
3 HANDICAP SPACES (13'X20') FOR 25-74 TOTAL SPACES

PROVIDED
20 FULL-SIZED SPACES
16 OVERSIZED SPACES
4 HANDICAP SPACES
7 TRUCK STALLS

SHEET INDEX

- | | |
|--------|--------------------------|
| 1 OF 8 | COVER SHEET |
| 2 OF 8 | SITE PLAN |
| 3 OF 8 | LANDSCAPE PLAN |
| 4 OF 8 | PLANTING DETAILS |
| 5 OF 8 | ARCHITECTURAL ELEVATIONS |
| 6 OF 8 | ARCHITECTURAL ELEVATIONS |
| 7 OF 8 | PHOTOMETRIC PLAN |
| 8 OF 8 | PHOTOMETRIC DETAILS |

PROPERTY DESCRIPTION

A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 31, T2N, R66W OF THE 6TH P.M. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST ONE-QUARTER SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO BEING THE PARCEL DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AUGUST 23, 1972 IN BOOK 674 AS RECEPTION NO. 1596133, PHILLIPS PETROLEUM COMPANY, GRANTOR AND JOHN D. EACHUS AND JEAN L. EACHUS, GRANTEE,

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AND EXCEPT THE PARCEL DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 28, 1975 IN BOOK 746 AS RECEPTION NUMBER 1668464, JOHN D. EACHUS AND JEAN L. EACHUS, GRANTORS, CITY OF FORT LUPTON, COLORADO, GRANTEE.

OWNER'S APPROVAL

KNOW ALL MEN BY THESE PRESENTS, THAT [INSERT OWNER NAME], BEING THE SOLE OWNER OF THE LAND DESCRIBED HEREIN, AND [IF THERE ARE NO MORTGAGEES/HOLDERS OF LIENS, LEAVE THIS SPACE BLANK] ARE ALL OF THE MORTGAGEES AND HOLDERS OF LIENS UPON THE PROPERTY, AND EACH AND ALL HEREBY CONSENT TO THIS PLAT AND JOIN THE CONVEYANCE AND DEDICATION OF ALL STREETS, ROADS, ALLEYS, EASEMENTS, PUBLIC WAYS AND PLACES SHOWN HEREON.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS ____ DAY OF _____, 2016.

STATE OF COLORADO, }
COUNTY OF WELD } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ ON THIS ____ DAY OF _____, 2016. WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____.

CITY ENGINEER'S APPROVAL

APPROVED THIS ____ DAY OF _____, 2016.

CITY WATER AND SEWER DEPARTMENT APPROVAL

APPROVED THIS ____ DAY OF _____, 2016.

CITY ADMINISTRATOR'S APPROVAL

APPROVED THIS ____ DAY OF _____, 2016.

PLANNING COMMISSION RECOMMENDATION

RECOMMENDED THIS ____ DAY OF _____, 2016, BY RESOLUTION NO. _____.

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT A PLAT OF THE ABOVE-DESCRIBED PROPERTY WAS APPROVED BY [ORDINANCE/RESOLUTION] NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE ____ DAY OF _____, A.D., 2016 AND THAT THE MAYOR OF THE CITY OF FORT LUPTON, AS AUTHORIZED BY SAID [ORDINANCE/RESOLUTION] ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

ATTEST:

CITY CLERK

(SEAL)

NOTARY PUBLIC

CITY ENGINEER

DIRECTOR OF PUBLIC WORKS

CITY ADMINISTRATOR

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

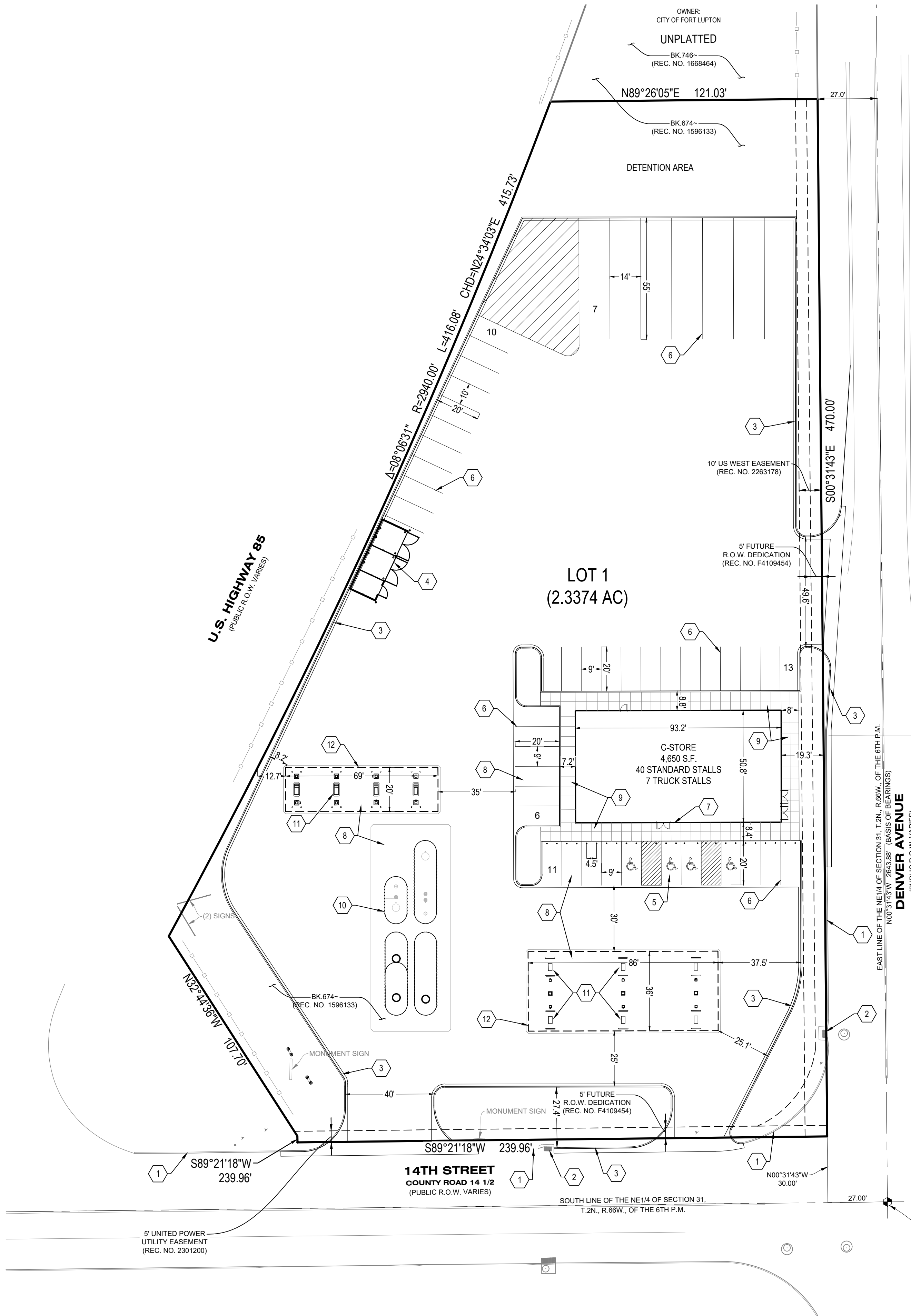
MAYOR

JULY 29, 2020
COVER SHEET
SHEET 1 OF 8



7-11
SITE PLAN MAP

SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. 2020-010

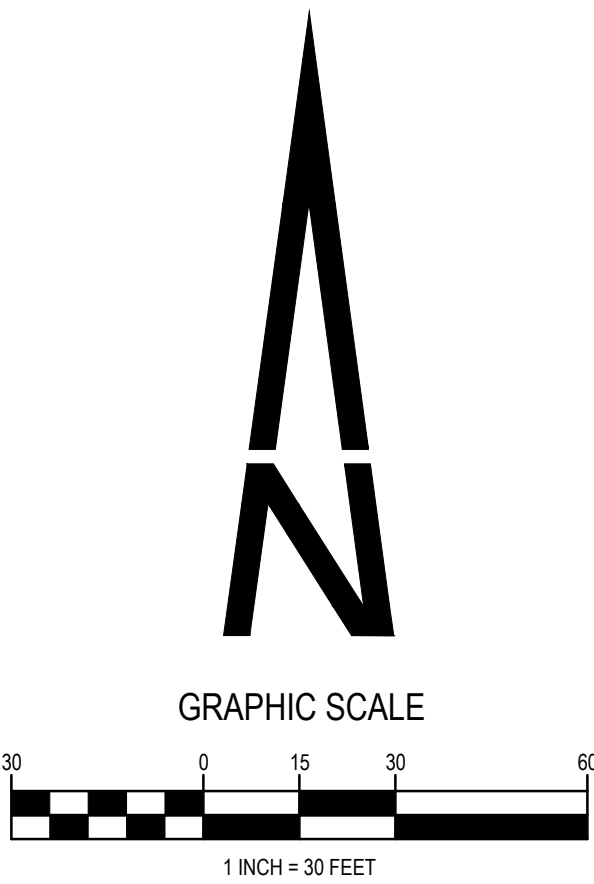


LEGEND

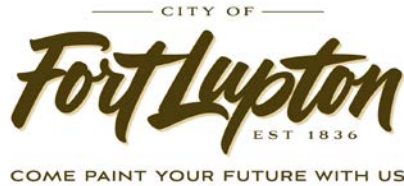
	PROPERTY LINE
	HANDICAP PARKING STALL
	PARKING COUNT PER ROW
	LANDSCAPED AREA
	SIDEWALK
	HANDICAP RAMP
	FIRE HYDRANT
	SITE SIGNAGE
	CONCRETE PAVEMENT
	EXISTING CURB AND GUTTER
	CURB AND GUTTER
	EXISTING SITE LIGHTING
	PROPOSED SITE LIGHTING

CONSTRUCTION NOTES

- EXISTING CURB TO REMAIN
- EXISTING STORM INLET TO REMAIN
- PROPOSED CURB AND GUTTER
- PROPOSED TRASH ENCLOSURE
- PROPOSED HANDICAP PARKING
- PROPOSED PARKING STRIPE (TYP.)
- PROPOSED ADA PARKING SIGN
- PROPOSED CONCRETE PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED FUEL TANK FARM
- PROPOSED FUEL PUMP
- PROPOSED FUEL CANOPY



JULY 29, 2020
SITE PLAN
SHEET 2 OF 8



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on the 1st day of September, 2020, a true and correct copy of the foregoing Notice of Public Meeting and Site Plan Map for the 641 14th Street 7-Eleven Site Plan was sent via U.S. Mail, postage pre-paid, to the following addresses:

Jerry Robertson
7271 Ingalls Street
Westminster, CO 80003

Wright Investment Group Inc.
3814 Cheyenne Drive
Greeley, CO 80634

SY Property Inc.
PO Box 148
640 14th Street
Fort Lupton, CO 80621

FRLCO LLC
1741 S. Wadsworth Blvd.
Lakewood, CO 80232

City of Fort Lupton
PO Box 148
Fort Lupton, CO 80621
(Via Hand-Delivery)

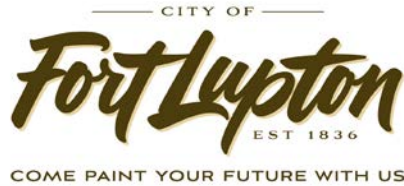
Sakata Land Co.
PO Box 508
Brighton, CO 80601

Catherine M. Evans
PO Box 964
Fort Lupton, CO 80621

Eachus Investments I LLC
364 S. 22nd Ave. Ct.
Brighton, CO 80601

A handwritten signature in blue ink, appearing to be "Ashley", written over a horizontal line.

City Official



**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 site plan known as the 641 14th Street 7-Eleven Site Plan located north and adjacent to 14th Street and west and adjacent to Denver Avenue in the C-1 General Commercial Zone District within the City of Fort Lupton, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, September 24, 2020, at 6:00 P.M., and before the City Council on Tuesday, October 20, 2020, at 7:00 P.M. or as soon as possible thereafter.

The public hearings shall be held in the City Hall, 130 South McKinley Avenue, Fort Lupton, Colorado, or at such other time or place in the event this hearing is adjourned. Further information is available through the City Planning and Building Department at (303) 857-6694, Extension 128.

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

A PART OF THE NORTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, BEGIN THE PARCEL DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AUGUST 23, 1972 IN BOOK 674 AS RECEPTION NO. 1596133, PHILLIPS PETROLEUM COMPANY, GRANTOR, AND JOHN D. EACHUS AND JEAN L. EACHUS, GRANTEE.

EXCEPT THE EAST 27.00 FEET OF SAID PARCEL AND EXCEPT THE PARCEL DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 13, 1991 IN BOOK 1307 AS RECEPTION NUMBER 02259408, JOHN D. EACHUS AND JEAN L. EACHUS, GRANTORS, CITY OF FORT LUPTON, GRANTEE,

AND EXCEPT THE PARCEL DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 28, 1975 IN BOOK 746 AS RECEPTION NUMBER 1668464, JOHN D. EACHUS AND JEAN L. EACHUS, GRANTORS, THE CITY OF FORT LUPTON, COLORADO, GRANTEE,

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST ONE-QUARTER OF SAID SECTION 31 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 31 BEARS N00°05'09"W ON AN ASSUMED BEARING;

THENCE S89°47'52"W ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER OF SECTION 31, A DISTANCE OF 27.00 FEET;

THENCE N00°05'09"W PARALLEL WITH THE EAST LINE OF SAID NORTHEAST ONE-QUARTER OF SECTION 31, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S89°47'52"W ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 1307 AS RECEPTION NUMBER 02259408 A DISTANCE OF 239.96 FEET TO THE WEST LINE OF SAID PARCEL DESCRIBED IN BOOK 674 AS RECEPTION NUMBER 1596133;

THENCE BY THE FOLLOWING COURSES AND DISTANCES ALONG THE WESTERLY LINE OF SAID PARCEL DESCRIBED IN BOOK 674 AT RECEPTION NO. 1596133:

N00°24'00"E, 2.81 FEET;

N32°18'00"W, 107.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS OF SAID CURVE IS 2940.00 FEET, THE CHORD BEARS N25°00'37"E, A DISTANCE OF 415.73 FEET; THENCE ALONG THE ARC OF SAID CURVE 416.08 FEET TO THE SOUTH LINE OF SAID PARCEL DESCRIBED IN BOOK 746 AT RECEPTION NUMBER 1668464;

THENCE N89°52'39"E ALONG THE SOUTH LINE OF SAID PARCEL AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31, A DISTANCE OF 121.03 FEET TO A LINE WHICH IS 27.00 FEET WEST OF THE EAST LINE OF SAID NORTHEAST ONE-QUARTER OF SECTION 31;

THENCE S00°05'09"E PARALLEL WITH SAID EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 31, A DISTANCE OF 500.00 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPT RIGHT-OF-WAY AS CONVEYED BY INSTRUMENT RECORDED IN BOOK 1066 AT PAGE 300, WELD COUNTY RECORDS.

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:
7-ELEVEN (641 14TH STREET) SITE PLAN.

7-11

SITE PLAN MAP

SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

641 14TH STREET

PROJECT NO. 2020-010

LEGAL DESCRIPTION

A PART OF THE NORTHEAST ONE-QUARTER SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO BEING THE PARCEL DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AUGUST 23, 1972 IN BOOK 674 AS RECEPTION NO. 1596133, PHILLIPS PETROLEUM COMPANY, GRANTOR AND JOHN D. EACHUS AND JEAN L. EACHUS, GRANTEE,

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BASIS OF BEARING

BASIS FOR BEARINGS: THE EAST LINE OF THE NORTHEAST ONE-QUARTER SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR S00°05'09"E.

DEVELOPER

CADENCE DEVELOPMENT LLC
6400 S FIDDLERS GREEN CIRCLE, SUITE 1820
GREENWOOD VILLAGE, CO 80111
720-496-2586
CONTACT: LUCY DINNEEN
LDINNEEN@CADENCECAP.COM

CIVIL ENGINEER

PERCEPTION DESIGN GROUP, INC.
6901 SOUTH PIERCE STREET, SUITE 315,
LITTLETON, CO 80128
303-232-8088
CONTACT: JERRY DAVIDSON
JDAVIDSON@PERCEPTIONDESIGNGROUP.COM

SURVEYOR

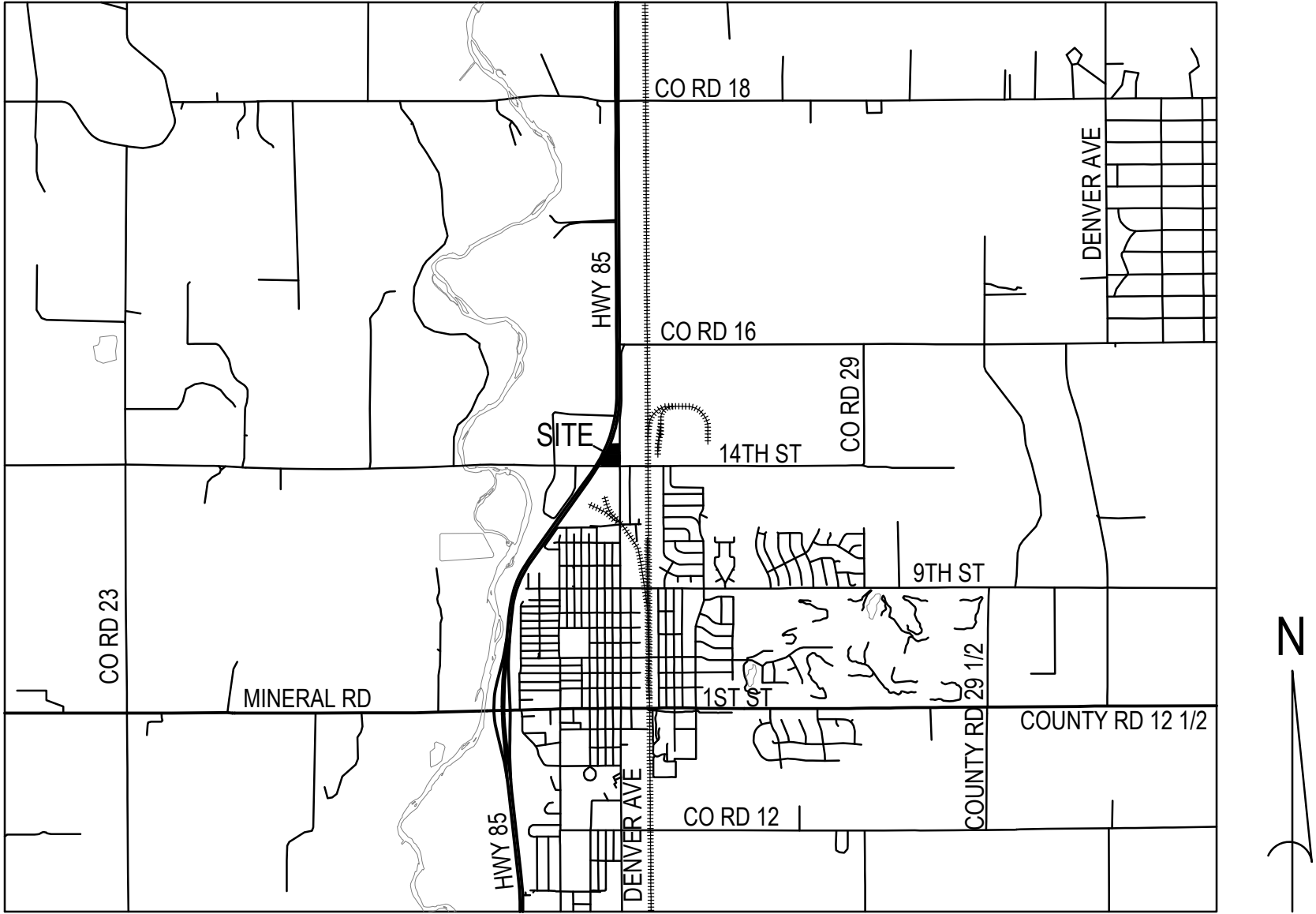
ENGINEERING SERVICE COMPANY
1300 SOUTH POTOMAC STREET, SUITE 126
AURORA, CO 80012
303-337-1393
303-337-7481 FAX
CONTACT: CHIP BECKSTROM, P.L.S.

ARCHITECT

THE DIMENSION GROUP
5600 S QUEBEC STREET, SUITE 325C
GREENWOOD VILLAGE, CO 80111
720-536-3180
CONTACT: TANNER E. KINDE
TKINDE@DIMENSIONGROUP.COM

LANDSCAPE ARCHITECT

JUMP DESIGN COMPANY
1733 SOUTH CLARKSON STREET
DENVER, CO 80210
303-282-0463
CONTACT: TOM JUMP



VICINITY MAP

SCALE: 1" = 1000'

PARKING REQUIREMENTS

REQUIRED (MINIMUM)
2 SPACES PER 1,000 SF

FULL-SIZED SPACES TO BE AT LEAST 9'X19'
40% OF TOTAL SPACED TO BE OVERSIZED (10'X20')
3 HANDICAP SPACES (13'X20') FOR 25-74 TOTAL SPACES

PROVIDED
20 FULL-SIZED SPACES
16 OVERSIZED SPACES
4 HANDICAP SPACES
7 TRUCK STALLS

SHEET INDEX

- | | |
|--------|--------------------------|
| 1 OF 8 | COVER SHEET |
| 2 OF 8 | SITE PLAN |
| 3 OF 8 | LANDSCAPE PLAN |
| 4 OF 8 | PLANTING DETAILS |
| 5 OF 8 | ARCHITECTURAL ELEVATIONS |
| 6 OF 8 | ARCHITECTURAL ELEVATIONS |
| 7 OF 8 | PHOTOMETRIC PLAN |
| 8 OF 8 | PHOTOMETRIC DETAILS |

PROPERTY DESCRIPTION

A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 31, T2N, R66W OF THE 6TH P.M. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST ONE-QUARTER SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO BEING THE PARCEL DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AUGUST 23, 1972 IN BOOK 674 AS RECEPTION NO. 1596133, PHILLIPS PETROLEUM COMPANY, GRANTOR AND JOHN D. EACHUS AND JEAN L. EACHUS, GRANTEE,

EXCEPT THE EAST 27.00 FEET OF SAID PARCEL AND EXCEPT THE PARCEL DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 13, 1991 IN BOOK 1307 AS RECEPTION NUMBER 02259408, JOHN D. EACHUS AND JEAN L. EACHUS, GRANTORS, CITY OF FORT LUPTON, COLORADO, GRANTEE,

AND EXCEPT THE PARCEL DESCRIBED IN THE QUIT CLAIM DEED RECORDED AUGUST 28, 1975 IN BOOK 746 AS RECEPTION NUMBER 1668464, JOHN D. EACHUS AND JEAN L. EACHUS, GRANTORS, CITY OF FORT LUPTON, COLORADO, GRANTEE.

OWNER'S APPROVAL

KNOW ALL MEN BY THESE PRESENTS, THAT [INSERT OWNER NAME], BEING THE SOLE OWNER OF THE LAND DESCRIBED HEREIN, AND [IF THERE ARE NO MORTGAGEES/HOLDERS OF LIENS, LEAVE THIS SPACE BLANK] ARE ALL OF THE MORTGAGEES AND HOLDERS OF LIENS UPON THE PROPERTY, AND EACH AND ALL HEREBY CONSENT TO THIS PLAT AND JOIN THE CONVEYANCE AND DEDICATION OF ALL STREETS, ROADS, ALLEYS, EASEMENTS, PUBLIC WAYS AND PLACES SHOWN HEREON.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS ____ DAY OF _____, 2016.

STATE OF COLORADO, }
COUNTY OF WELD } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ ON THIS ____ DAY OF _____, 2016. WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____.

CITY ENGINEER'S APPROVAL

APPROVED THIS ____ DAY OF _____, 2016.

CITY WATER AND SEWER DEPARTMENT APPROVAL

APPROVED THIS ____ DAY OF _____, 2016.

CITY ADMINISTRATOR'S APPROVAL

APPROVED THIS ____ DAY OF _____, 2016.

PLANNING COMMISSION RECOMMENDATION

RECOMMENDED THIS ____ DAY OF _____, 2016, BY RESOLUTION NO. _____.

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT A PLAT OF THE ABOVE-DESCRIBED PROPERTY WAS APPROVED BY [ORDINANCE/RESOLUTION] NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE ____ DAY OF _____, A.D., 2016 AND THAT THE MAYOR OF THE CITY OF FORT LUPTON, AS AUTHORIZED BY SAID [ORDINANCE/RESOLUTION] ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

ATTEST:

CITY CLERK

(SEAL)

NOTARY PUBLIC

CITY ENGINEER

DIRECTOR OF PUBLIC WORKS

CITY ADMINISTRATOR

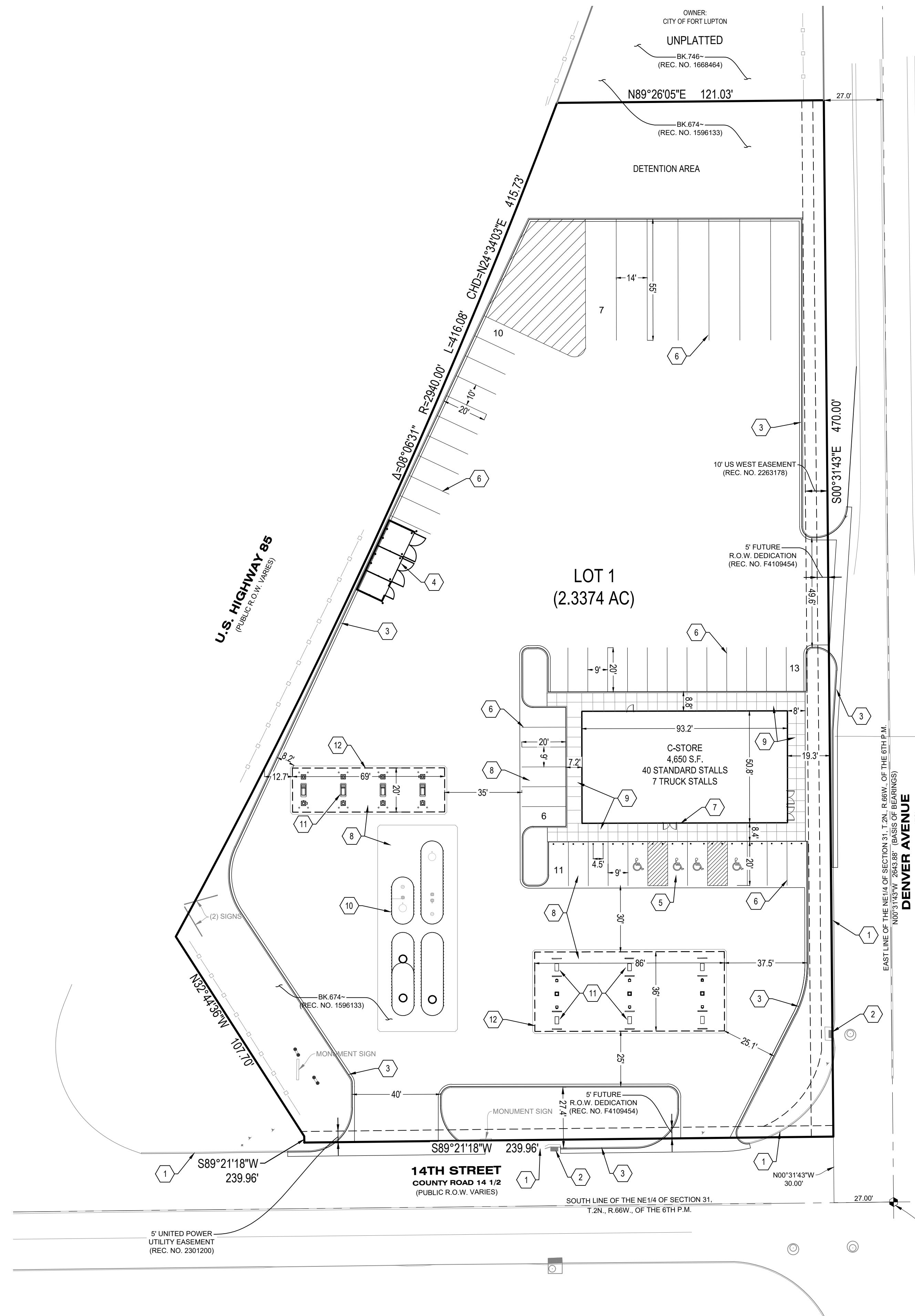
CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR

JULY 29, 2020
COVER SHEET
SHEET 1 OF 8

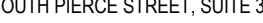
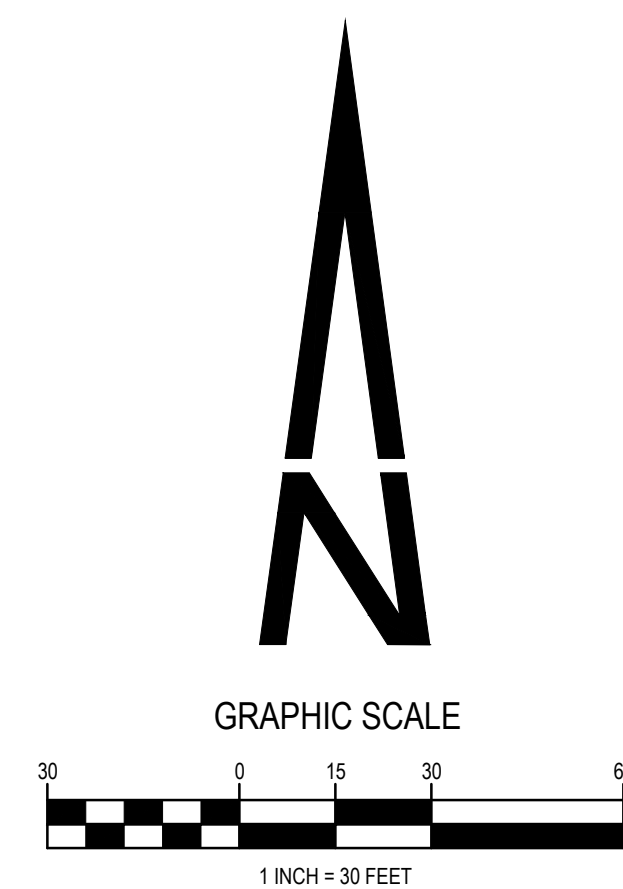


SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. 2020-010



	HANDICAP PARKING STALL
	PARKING COUNT PER ROW
	LANDSCAPED AREA
	SIDEWALK
	HANDICAP RAMP
	FIRE HYDRANT
	SITE SIGNAGE
	CONCRETE PAVEMENT
	EXISTING CURB AND GUTTER
	CURB AND GUTTER
	EXISTING SITE LIGHTING
	PROPOSED SITE LIGHTING

- ① EXISTING CURB TO REMAIN
- ② EXISTING STORM INLET TO REMAIN
- ③ PROPOSED CURB AND GUTTER
- ④ PROPOSED TRASH ENCLOSURE
- ⑤ PROPOSED HANDICAP PARKING
- ⑥ PROPOSED PARKING STRIPE (TYP.)
- ⑦ PROPOSED ADA PARKING SIGN
- ⑧ PROPOSED CONCRETE PAVEMENT
- ⑨ PROPOSED CONCRETE SIDEWALK
- ⑩ PROPOSED FUEL TANK FARM
- ⑪ PROPOSED FUEL PUMP
- ⑫ PROPOSED FUEL CANOPY



PERCEPTION
DESIGN GROUP, INC.

6901 SOUTH PIERCE STREET, SUITE 315, LITTLETON, CO 80128 303-232-8088
WWW.PERCCEPTIONDESIGNGROUP.COM

Sign Posting Affidavit

7-Eleven (641 14th Street) Site Plan
LUP2020-0024 & SPR2020-0008



Denver Avenue



Highway 85



14th Street

I, RYAN BECKMANN hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 9 day of SEPTEMBER, 2020.

Ryan Beckmann

Signature of Owner or Owner's Representative

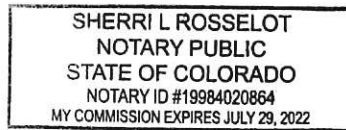
The foregoing instrument was acknowledged before me by Ryan Beckmann, this 18th
day of September, 2020. Witness my hand and seal.

My commission expires 7/29/2022.

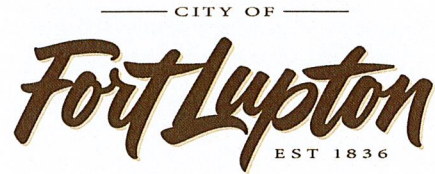
Sherril L. Rosseto

Notary Public

(SEAL)



**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-180

APPROVING A RESOLUTION FOR THE AUTOZONE SITE PLAN

I. **Agenda Date:** Council Meeting – October 20, 2020

II. **Attachments:**

- a. Proposed Resolution
- b. Planning Commission Resolution, Minutes & Staff Report
- c. Land Use Application & Project Description
- d. Site Plan Maps & Drawings
- e. Development Reports
- f. Referral Responses
- g. Legal Notifications

III. **Summary Statement:**

An application has been submitted for site plan known as the AutoZone Site Plan by AutoZone Parts, Inc. (applicant) and Vincent Village, LLC (owner). The Site Plan includes a 6,815 square foot building that will serve as an auto parts retail store. No auto services or repairs will be offered at this site. The Property located at the northeast corner of Highway 52 and Dale's Place.

IV. **Submitted by:** Maria Lano
Planner

V. **Finance Reviewed** Sean Perino
Finance Director

VI. **Approved for Presentation:** [Signature]
City Administrator

VII. **Attorney Reviewed** Approved Pending Approval

VIII. **Certification of Council Approval:** _____
City Clerk Date

IX. Detail of Issue/Request:

An application has been submitted for site plan known as the AutoZone Site Plan by AutoZone Parts, Inc. (applicant) and Vincent Village, LLC (owner). The Site Plan includes a 6,815 square foot building that will serve as an auto parts retail store. No auto services or repairs will be offered at this site. The Property located at the northeast corner of Highway 52 and Dale's Place.

The property is located within the C-1 General Commercial Zone District, which lists retail businesses as a permitted use. The proposed site plan complies with this zone district.

Additional information on this application can be found in the enclosed packet materials included with this Action Memorandum.

X. Legal/Political Considerations:

Site Plan Review is governed by Section 16-170 of the Code and its intent is to promote orderly and sound development standards as they apply to the City. Site plans are required as a step in the building permit review process for all multi-family, commercial or industrial development and a public hearing before Planning Commission and City Council is required.

The Applicants have submitted all required documents pursuant to the Code. All public notification requirements have been met pursuant to the Zoning Regulations, including: published notice of the hearings at least fifteen (15) days prior to the hearings. The hearings were published in the Fort Lupton Press on September 9, 2020; and notice of the public hearings were posted on the Property on September 8, 2020, pursuant to the Zoning Regulations, which require the Applicant post the Property with notice of the hearings at least fifteen (15) days prior to the hearings; and notice was mailed to neighbors within one-hundred (100) feet of the Property on September 9, 2020.

XI. Alternatives/Options:

The City Council has the following options for this request:

- a) Approve the final site plan application;*
- b) Approve the final site plan with conditions;*
- c) Disapprove the final site plan application; or*
- d) Refer the application back to Planning Commission for further study.*

XII. Financial Considerations:

The Applicants have paid all applicable land use application fees and are covering ongoing review expenses.

XIII. Staff Recommendation:

Staff recommends conditional approval of the Resolution for a final site plan known as the AutoZone Site Plan.

RESOLUTION NO. 2020Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE AUTOZONE SITE PLAN LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on September 24, 2020 for the purpose of reviewing the AutoZone Site Plan; and

WHEREAS, the AutoZone Site Plan will include an auto parts retail store; and

WHEREAS, after review of the application and supporting documentation, find the request for the site plan application generally conforms with City codes and requirements and policies therein; and

WHEREAS, the City Council held a public hearing to consider and review the request for a site plan on October 20, 2020; and

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

NOW THEREFORE BE IT RESOLVED, the Fort Lupton City Council has taken into consideration the supporting documentation and staff comments, all referral comments and any citizen testimony in response to this application. Based on the facts presented on this date, the City Council hereby approves the AutoZone Site Plan to include an auto parts retail store located in the Southeast Quarter of the Northwest Quarter of Section 5, Township 1 North, Range 66 West of the Sixth Principal Meridian, Fort Lupton, Colorado with the following conditions:

I. Prior to recording the site plan map:

- A. The title of the site plan permit map shall include the Project No.: LUP2020-0019 & Plan No. SPR2020-0005.
- B. Any redline comments provided by staff shall be made to the site plan map.
- C. Applicant shall provide written evidence that the comments from the Fort Lupton Fire Protection District have been adequately addressed.
- D. Applicant shall provide written evidence that the comments from the Public Works Director have been adequately addressed.

- E. Applicant shall provide written evidence that the comments from United Power have been adequately addressed.
- F. Applicant shall propose an updated design of the dumpster enclosure with materials that are consistent with the building. The updated design shall be submitted to the Planning Department.
- G. Applicant shall evaluate corners and intersection adjacent to the property to ensure that site triangles are being protected. Any changes to landscaping that result from this evaluation shall be submitted to the Planning Department for review.
- H. The following notes shall be placed on the site plan map:
 - a. The property shall be maintained to the curb, or roadway if no curb exists.
 - b. Dead and dying landscaping material shall be placed by a date chosen by the Planning Department staff.
 - c. Lighting on the site shall be maintained so that light is directed downward and shall not spill onto adjacent properties.
 - d. Any change of use of the property, or continued use if there is a change of ownership or tenant/occupant shall be submitted to the City for review prior to the start of operations.
 - e. The City reserves the right to re-evaluate traffic impacts in the future if there is an increase from what was represented to the City in evaluating the site plan.
- I. Applicant shall work with City staff to post signage regarding maintenance on the property.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 20th DAY OF OCTOBER 2020.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to Form:

Andy Ausmus, City Attorney

RESOLUTION NO. P2020-022

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF THE AUTOZONE SITE PLAN LOCATED IN A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on September 24, 2020, for the purpose of reviewing the AutoZone Site Plan; and

WHEREAS, the AutoZone Site Plan will include a 6,815 square foot building used as an auto parts retail store; and

WHEREAS, after review of the application and supporting documentation, the Planning Commission finds the request for the site plan application generally conforms with City codes and requirements and policies therein; and

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

NOW THEREFORE BE IT RESOLVED, the Planning Commission has considered the application and 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 AutoZone Site Plan to allow for an auto parts retail store for a property located in a part of the Southeast Quarter of the Northwest Quarter of Section 5, Township 1 North, Range 66 West of the Sixth Principal Meridian, Fort Lupton, Colorado, with the following conditions:

- I. Prior to recording the site plan map:
 - A. The title of the site plan permit map shall include the Project No.: LUP2020-0019 & Plan No. SPR2020-0005.
 - B. Any redline comments provided by staff shall be made to the site plan map.
 - C. Applicant shall provide written evidence that the comments from the Fort Lupton Fire Protection District have been adequately addressed.
 - D. Applicant shall provide written evidence that the comments from the Public Works Director have been adequately addressed.

- E. Applicant shall provide written evidence that the comments from United Power have been adequately addressed.
- F. Applicant shall propose an updated design of the dumpster enclosure with materials that are consistent with the building. The updated design shall be submitted to the Planning Department.
- G. Applicant shall evaluate corners and intersection adjacent to the property to ensure that site triangles are being protected. Any changes to landscaping that result from this evaluation shall be submitted to the Planning Department for review.
- H. The following notes shall be placed on the site plan map:
 - a. The property shall be maintained to the curb, or roadway if no curb exists.
 - b. Dead and dying landscaping material shall be placed by a date chosen by the Planning Department staff.
 - c. Lighting on the site shall be maintained so that light is directed downward and shall not spill onto adjacent properties.
 - d. Any change of use of the property, or continued use if there is a change of ownership or tenant/occupant shall be submitted to the City for review prior to the start of operations.
 - e. The City reserves the right to re-evaluate traffic impacts in the future if there is an increase from what was represented to the City in evaluating the site plan.

DONE THIS 24th DAY OF SEPTEMBER, 2020 BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.



Chairman

ATTEST:



Planning Director

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
September 24, 2020**

The Planning Commission of the City of Fort Lupton met in session at City Hall, 130 South McKinley Ave., the regular meeting place of the Planning Commission, and virtually via GoToMeeting, on Thursday, September 24, 2020. Chair Mike Simone called the meeting to order at 6:01 p.m.

ROLL CALL

Roll was taken and those present were Chair Mike Simone, Vice-Chair Bushrod White and Commission Members Kathy Kvasnicka, Lynn Derby, and Paul Weber. Commission Member David Hushbeck attended virtually. Also in attendance were Planning Director Todd Hodges, City Planner II Alyssa Knutson and City Planner I Maria Lancto.

APPROVAL OF AGENDA

Chair Simone called for a motion to approve the agenda. It was moved by Vice-Chair Bushrod White and seconded by Member Kathy Kvasnicka.

CONSENT AGENDA

Chair Simone called for a motion to approve the consent agenda. It was moved by Vice-Chair Bushrod White and seconded by Member Lynn Derby.

PUBLIC COMMENT

Chair Simone asked if there was anyone who would like to comment on an item not on the agenda tonight. Seeing no one in-person to comment, Chair Simone asked if there were any visitors attending virtually.

City Planner II Alyssa Knutson stated that there were virtual attendees. Ms. Knutson asked if any virtual attendees would like to speak on a topic not related to the AutoZone Site Plan or the 641 14th Street 7-Eleven Site Plan.

Chair Simone stated that he saw no one requesting to speak.

Chair Simone gave the following statement:

Tonight's meeting shall be held both in-person and virtually so as to ensure the health and safety of the general public, and the City of Fort Lupton Planning Commission and staff. The intent and purpose of the in-person and virtual appearance options is to allow the City to be innovative in providing the general public the most meaningful access possible in light of the current challenges present as a result of the COVID-19 pandemic. Therefore, subject to social distancing and public health orders, members of the general public will be offered both the opportunity to be physically and or electronically present for meetings at the City, subject to existing health conditions.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
September 24, 2020**

An electronic link has been made available for tonight's meeting on the City's website, and social media platforms, and as posted here at City Hall so that the general public, and City Council, Planning Commission, and staff may participate electronically via the internet, on the phone, or in limited circumstances in-person.

ACTION ITEMS

AutoZone Site Plan

City Planner I Maria Lancto introduced the project. She stated that the application before Planning Commission is for the AutoZone Site Plan. She stated that the site is located at the northeast corner of Highway 52 and Dale's Place and is situated between Dale's Pharmacy and 7-Eleven in the Vincent Village Subdivision. She stated that the site is approximately 0.72 acres in size. She stated that the applicant is requesting approval of a site plan for an auto parts retail store with associated parking and landscaping. She stated that the current zoning for this property is 'C-1' General Commercial, and retail businesses are a use by right in this zone district. She stated that all notification requirements have been met including posting at the property, posting in the newspaper, and mailing to neighbors. She stated that there are representatives for this project both in-person and online, and that they have a presentation.

Chair Simone addressed the representative for the applicant, Jessica Greenough with Galloway, 1652 S Willow Drive, Greenwood Village, CO 80111. He asked if she, on behalf of the applicant, understood that Members of the Planning Commission may be appearing tonight via virtual connection and may not be appearing in-person.

Ms. Greenough stated yes.

Chair Simone asked if she consented to the applicable member voting on their submittal, even though said member is not present in person.

Ms. Greenough stated yes.

Chair Simone asked if she understood that they have the right to continue this public hearing to such a date to allow a full in-person public hearing.

Ms. Greenough stated yes.

Chair Simone asked if she has agreed to voluntarily waive that right on behalf of the applicant or themselves by proceeding tonight electronically.

Ms. Greenough stated yes.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
September 24, 2020**

Chair Simone asked if she voluntarily signed and submitted the written waiver and consent to proceed electronically tonight.

Ms. Lancto stated that staff has been informed that waivers are no longer required. Ms. Greenough abstained from answering this question.

Chair Simone asked if they waived their right to proceed in an in-person public hearing and have consented to proceed forward voluntarily tonight in this virtual and in-person council meeting, is that correct.

Ms. Greenough stated yes.

Ms. Greenough introduced herself and stated that she is with Galloway who is representing AutoZone as the civil engineer and landscape consultant for this project. She introduced Mitch Bramlitt with AutoZone, who was attending virtually, although was not present during this presentation.

Ms. Greenough stated that AutoZone was started in 1979 and recently celebrated their 41st anniversary. She stated that they have been in the Colorado front range market since 1985, and they see themselves as a staple in their communities. She stated that AutoZone's market analysis identified this site as an ideal location based on surrounding area, economy, and anticipated need for this kind of retailer. She stated that this is a use by right, which also influenced them to choose this site. She stated that AutoZone hopes to establish a long term relationship with the City of Fort Lupton. She stated that they do not like to leave a community soon after arriving, and that they prefer to stay in a community for 30-50+ years. She stated that the store is projecting over \$1,000,000 in annual sales, will employ 12-15 people, and typical business hours are 8:00 AM to 8:00 PM. She stated that deliveries occur during non-peak hours, once per week. She stated that only retail sales will be permitted, no maintenance or oil changes will occur. She concluded her presentation by inviting Members of the Planning Commission to ask questions.

Chair Simone asked Ms. Greenough if she had a full and fair opportunity to present all facts, submittals, documents, testimony and presentations in support of the Applicant's application before the Planning Commission tonight.

Ms. Greenough stated yes.

Chair Simone asked if there has been anything that she or the Applicant would have liked to have presented in support of the Applicant's application that she felt she was prevented from doing so?

Ms. Greenough stated no.

Chair Simone opened up the public comment portion of the hearing. He asked if there was anyone in the general public who would like to speak for or against this matter in the room.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
September 24, 2020**

Bob Leino, 1123 Valley Road, Littleton, CO 80124, stated that he is the developer of the Vincent Village Subdivision. He stated that AutoZone has been terrific to work with. He stated that they originally submitted a different site plan. He stated that after concerns arose from 7-Eleven regarding visibility of their site, he asked AutoZone to redesign the site, and they went from a rectangular building to a square building and relocated it to the north end of the lot. He stated that this new layout allowed for unobscured views of the pharmacy and 7-Eleven.

Chair Simone asked if there was anyone else in the room who would like to speak on this subject. Seeing none, he asked if there was anyone virtually who would like to speak for or against the project.

Ms. Knutson asked if there was anyone on the phone or online who would like to speak. She saw no one.

Chair Simone closed the public comment portion of the hearing.

Chair Simone asked Ms. Greenough if she felt she had a full and fair opportunity to participate in this public meeting tonight.

Ms. Greenough stated yes.

Chair Simone opened it up for questions from the Planning Commission.

Chair Simone asked about landscaping on the north side of the building. He asked if the landscaping on the south side of the sidewalk was evergreens. Ms. Greenough stated that it was deciduous trees. He stated that this is good in terms of minimizing ice buildup in the winter.

Chair Simone asked if they would be agreeable to putting a sign on the building stating that vehicle maintenance is not permitted on the property.

Ms. Greenough stated that a sign with similar wording is intended, but she would check the exact wording and get back to staff. She stated that an additional sign is added to the trash enclosure stating no oil dumping is permitted.

Chair Simone asked if this could be added to the resolution. Ms. Greenough stated that she would be amenable to that.

Staff and Planning Commission discussed wording and concluded that a condition will be added to the resolution stating that the applicant shall work with staff to post signage regarding maintenance on the property.

Chair Simone asked the Commissioners if they had any more questions; seeing none, he requested a motion to approve Resolution P2020-022 as amended. It was moved by Vice-Chair Bushrod White and Member Paul Weber seconded.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
September 24, 2020**

Motion carried by unanimous voice vote.

641 14th Street 7-Eleven Site Plan

City Planner II Alyssa Knutson stated that Cadence Development has submitted an application for a site plan known as the 641 14th Street 7-Eleven Site Plan at the northwest corner of Denver Avenue and 14th Street. She stated that currently there is a Shell Gas Station there, and the site will be redeveloped into the 7-Eleven along with a self-service restaurant, which would be further described by the applicant. She stated that the zoning is C-1, and gas convenience stations are a use by right so long as all tanks are underground, which is the plan. She stated that all notification requirements have been met, and the City has not received any comments for or against this application. She stated that the applicant is here with a presentation.

Chair Simone addressed the representative for the applicant, Kay Stallworthy, 2568 S. Columbine Street, Denver Co 80210. He asked if she, on behalf of the applicant, understood that Members of the Planning Commission may be appearing tonight via virtual connection and may not be appearing in-person.

Ms. Stallworthy stated yes.

Chair Simone asked if she consented to the applicable member voting on their submittal, even though said member is not present in person.

Ms. Stallworthy stated yes.

Chair Simone asked if she understood that they have the right to continue this public hearing to such a date to allow a full in-person public hearing.

Ms. Stallworth stated yes.

Chair Simone asked if she has agreed to voluntarily waive that right on behalf of the applicant or themselves by proceeding tonight electronically.

Ms. Stallworthy stated yes.

Chair Simone asked if she waived her right to proceed in an in-person public hearing and have consented to proceed forward voluntarily tonight in this virtual and in-person council meeting, is that correct.

Ms. Stallworthy stated yes.

Ms. Stallworthy introduced the project as a new 7-Eleven proposed at 941 14th Street. She indicated to a vicinity map, and stated that the site is located adjacent to Highway 85 on the

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
September 24, 2020**

north part of Fort Lupton. She stated that the site currently contains a Shell Gas Station that has been operating since 1974, and has also been a maintenance and repair place for trucks in the past. She stated that the gas station is on the south side of the site and the truck area is on the north. She stated there is an older, smaller convenience store on the site with some canopies for regular fuel and some for high-flow diesel. She stated the proposed project will utilize the entire site for the gas station and allow for truck parking. She stated that there will be high-flow diesel fuel and regular fuel. She stated that the store will expand from approximately 3,000 square feet to 4,650 square feet. She stated that the store will offer more items and have larger restrooms to account for the truck traffic. She stated that they will be putting in sidewalks, detention, landscaping, and additional curb and gutter to limit the current accesses. She stated that Laredo Taco Company will also operate at the site, which is a fast casual concept that 7-Eleven purchased out of Houston and is expanding to Colorado. She stated this is one of three stores with this concept that they are developing in Colorado right now. She stated that there will be fresh food delivered every day, and daily food prep will occur onsite. She stated that the restaurant has its own entrance. She stated that it will feel like a restaurant in a gas station, but it is a restaurant on its own. She indicated to images of the proposed store, and discussed the modern design. She indicated to other images of the new 7-Eleven which just opened in Fort Lupton. She stated that the proposed 7-Eleven will differ in that it is larger, but will still have the same high quality design. She concluded that this is a use by right, staff recommends approval, and this will be a good amenity for Fort Lupton and users of Highway 85.

Chair Simone asked Ms. Stallworthy if she had a full and fair opportunity to present all facts, submittals, documents, testimony and presentations in support of the Applicant's application before the Planning Commission tonight.

Ms. Stallworthy stated yes.

Chair Simone asked if there been anything that she or the Applicant would have liked to have presented in support of Applicant's application that she felt she was prevented from doing so?

Ms. Stallworthy stated no.

Chair Simone opened up the public comment portion of the hearing. He asked if there was anyone in the general public who would like to speak for or against this matter in the room.

Ms. Knutson asked if there was anyone online who would like to speak.

Seeing no one in-person or online, Chair Simone closed the public comment portion of the hearing.

Member Paul Weber asked if the existing building would be demolished.

Ms. Stallworthy stated yes, the building, canopies, and tanks would all be demolished.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
September 24, 2020**

Member Weber asked if the north portion of the property would all be asphalt.

Ms. Stallworthy stated yes, except for the detention pond which is north of the truck parking area.

Vice-Chair White stated that he thinks the proposed project will be a lot cleaner than the existing site, and it will be a nice entrance into Fort Lupton. There was general consensus.

Member David Hushbeck asked if the truck parking was back-in only, or if truck drivers would be able to pull through.

Ms. Stallworthy stated that she was not sure, but thought maybe trucks were intended to back in. She stated that there was a plan showing truck movement through the site, so she knows it has been thought through by the applicant.

Member Hushbeck asked if there was any thought about having pull-through spots.

Ms. Stallworthy stated that she did not know.

Member Hushbeck asked about sidewalks on the site.

Ms. Stallworthy stated that there would be sidewalks surrounding the building and along 14th street and Denver Avenue.

Member Hushbeck expressed concern that trucks may try to park on the side of the road rather than back into the spots.

Chair Simone asked Public Works Director Roy Vestal to address the truck traffic and parking concerns.

Mr. Vestal stated that he is currently working with the applicant to address site design including two accesses off of 14th street. He stated that the current eastern access is too close to the intersection. He stated that the applicant is working with him. He stated that truckers may back in or out of spots depending on their preference, but it was not designed for pulling through.

Chair Simone reviewed the resolution and confirmed that it contained language that the City reserves the right to review traffic impacts in the future. He asked if there was a condition about working with Public Works on the site design.

Ms. Knutson stated that there is a condition that the applicant must adequately address the referral comments from Public Works.

Planning Director Todd Hodges stated for the group that the current site has truck parking and storage in the back of the property. He stated that, in his opinion, this proposal opens up the site for full maneuverability and is better than the current situation.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
September 24, 2020**

Chair Simone asked if the 7-Eleven truck stop and restaurant was as new concept for the company.

Ms. Stallworthy confirmed that this was a new concept. She stated that this concept began in Texas. She stated that 7-Eleven bought a chain in Houston, and now they are starting to move it out into other states.

Chair Simone stated that he looked up the Laredo Taco menu and thought it looked good.

Chair Simone asked if the existing building would be demolished.

Ms. Stallworthy stated yes. She stated that the whole site would probably be cleared within the next three weeks.

Chair Simone acknowledged that someone online was trying to speak, but that public comment had closed. Ms. Stallworthy stated that she believed the speaker was someone associated with 7-Eleven. Chair Simone stated that they did not need any more information.

Chair Simone asked Ms. Stallworthy if she had a full and fair opportunity to present all facts, submittals, documents, testimony and presentations in support of the Applicant's application before the Planning Commission tonight?

Ms. Stallworthy stated yes.

Chair Simone asked the Commissioners if they had any more questions; seeing none, he requested a motion to approve Resolution P2020-023. It was moved by Vice-Chair Bushrod White and Member Kathy Kvasnicka seconded.

Motion carried by unanimous voice vote

DISCUSSION ITEMS

Review of Meeting Discussion

A review of meeting discussions took place.

Development Code Update

A discussion of the Development Code Update took place.

Staff Updates

Ms. Knutson discussed the Field of Honor event taking place in November. She stated that interested persons should reach out to the Recreation Center for information.

Ms. Knutson discussed the scarecrow contest put on by the Historic Preservation Board.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
September 24, 2020**

FUTURE BUSINESS

Next Meeting of the Planning Commission

The next meeting has not yet been scheduled, although staff is looking at scheduling a training for the Board of Adjustments in October.

ADJOURNMENT

It was moved by Vice-Chair Bushrod White and seconded by Member Lynn Derby to adjourn the September 24, 2020 Planning Commission Meeting at 6:37 p.m.

Motion carried unanimously by voice vote.

Maria Lancto, Planner I

Approved by Planning Commission

Mike Simone, Chair



**AUTOZONE SITE PLAN
STAFF REPORT
PROJECT NO. LUP2020-0019/ PLAN NO. SPR2020-0005**

PROJECT DESCRIPTION

Project No.: LUP2020-0019/ Plan No. SPR2020-0005

Project Name: AutoZone Site Plan

Owner: Vincent Village, LLC

Representative: Steven Waldo with AutoZone Parts, Inc. (the “Applicant”)

Location of Request:

The site is located in the Southeast Quarter of the Northwest Quarter of Section 5, Township 1 North, Range 66 West of the Sixth Principal Meridian, City of Fort Lupton, County of Weld, State of Colorado. It is located near the northeast corner of Rollie Avenue and State Highway 52 (First Street) (“Property”).



The Property is a part of the Vincent Village subdivision, which is planned for commercial development. The Property is directly surrounded by C-1 Commercial zoning to the north, east and west, and C-2 Commercial zoning to the south. Residential and park land uses are also nearby.

Nature of Request:

The Applicant has submitted a site plan application. The site will include a building planned to be approximately 6,815 square feet. The building will serve as an auto parts retail store. No auto services or repairs will be offered at this site.

The auto parts store is anticipated to have two to four employees working per shift. The proposed business hours are 7:30 AM to 10:00 PM.

Site Size: The Property is 0.72 acre, more or less.

Zone District: 'C-1' General Commercial District.

Proposed Use: General commercial business that will be used as an auto parts retailer.

Existing Use: Vacant.

Hearing Dates: Planning Commission – September 24, 2019 at 6:00 PM; and
City Council – October 20, 2019 at 7:00 PM.

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

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

APPLICATION PROCESS

The Applicant is requesting approval of a site plan. The site plan application is processed under [Section 16-170](#) of the Fort Lupton Municipal Code ("Code"), which states that site plans are required as follows:

- 1) Site plans are required as a step in the building permit review process for multi-family, commercial or industrial development.
- 2) Site plans are required for development which, in the opinion of the Planning Department, would have an adverse environmental impact upon the surrounding area or would have a major community land use impact.
- 3) To change an approved site plan when the change involves additional land use, including but not limited to:
 - a. Additional buildings.
 - b. Increase in the size of any building as shown on an approved site plan by more than ten percent (10%) over such approved building size.
 - c. Outside storage and/or display.
 - d. Vacation or dedication of easements or rights-of-way.

After required public notice of the site plan application, the Planning Commission shall consider the application, referral comments and any public testimony at a public hearing and make a recommendation to City Council to approve, approve with conditions or deny the site plan. The Planning Commission's comments shall be based on the evidence presented, conformance with the Comprehensive Plan and compliance with the City's standards, regulations and policies.

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

NOTIFICATION REQUIREMENTS

The Zoning Regulations require published notice of the hearings at least fifteen (15) days prior to the hearings. The Planning Commission and City Council hearings were published in the Fort Lupton press September 9, 2020.

Notice of the public hearings were posted on the Property on September 8, 2020, pursuant to the Zoning Regulations, which require the Applicant post the Property with notice of the hearings at least fifteen (15) days prior to the hearings.

Notice was mailed to neighbors within one-hundred (100) feet of the Property on September 9, 2020.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

The property is located within the 'C-1' General Commercial Zone District, which permits the new development of retail business stores and shops subject to the site plan review and approval procedures set forth under Section 16-170 of the Fort Lupton Municipal Code (the "Code"). A site plan review requires a public hearing before Planning Commission and City Council. The intent of the site plan review is to promote orderly and sound development standards as they apply to the City and enhance and protect the community's natural as well as man-made environments.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

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

The property is surrounded by uses that are similar or compatible to the proposed use. The proposed use also conforms to the designated land use type and zoning.

REFERRALS

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

Buildings / Grounds Manager	Building Inspector	CDOT
CenturyLink	City Attorney	Comcast
Finance Director	Fort Lupton Fire Protection District	Fulton Ditch Company
GIS Specialist	NCWCD	OMI

Police Chief	Postmaster	Public Works Director
United Power	Weld County School District RE-8	Xcel Energy

For more information on this development, please refer to the Planning Commission packet provided. Additional documents may be available for review at the Fort Lupton City Hall.



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortlupton.org

Project No. _____

Land Use Application Form

A. CONTACT INFORMATION

- 1) Property Owner Name: Vincent Village LLC
 Company: _____
 Phone: 720-339-8841 Email: bleino@fullerre.com
 Address: 5300 DTC Parkway, Suite 100, Greenwood Village, CO 80111
 Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐
- 2) Representative Name: Steven Waldo
 Company: AutoZone Parts, Inc.
 Phone: (901) 495-6012 Email: Steven.Waldo@autozone.com
 Address: 123 S. Front Street, Memphis, TN 38103
 Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐
- 3) Billing Contact (where invoices should be directed to): Steven Waldo
 Billing Company: AutoZone
 Phone: (901) 495-6012 Email: Steven.Waldo@autozone.com
 Address: 123 S. Front Street, Memphis, TN 38103

B. SITE DESCRIPTION

Site Address: 1300 2nd Street, Fort Lupton, CO 80621
 Parcel Number: 147105249004
 Existing Zone Classification: C-1 Proposed Zone Classification: C-1
 Water Type: Municipal Name: Fort Lupton
 Sewage Type: Municipal District Name or Location Hauled to: Fort Lupton

C. APPLICATION TYPE (CHECK ALL THAT APPLY)

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

D. PROJECT DESCRIPTIONProject Name: AutoZone retail facility

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

Construction of a new 7,381 SF AutoZone retail building and associated drives, parking, walks, and landscaping. The building height will be approximately 23'.**E. REQUIRED DOCUMENTS**

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

F. CERTIFICATIONS**Representative Certification**

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

Representative:  Date: 04-30-20**Owner Certification**

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

Owner:  Vincent Village LLC by Robert R. Leino, Managing Member Date: 4/22/2020**For Office Use Only**

Received Date: _____

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

Deemed Complete Date: _____

Fees Submitted: _____ Escrow Submitted: _____

Instructions for Submitting the Land Use Application Form

DEFINITIONS

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

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

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

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

A. CONTACT INFORMATION

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

B. SITE DESCRIPTION

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

C. APPLICATION TYPE

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

D. PROJECT DESCRIPTION

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

E. REQUIRED DOCUMENTS

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

F. CERTIFICATIONS

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

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

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

June 2, 2020

Alyssa Knutson, AICP
City of Fort Lupton – Planning Department

RE: Project Narrative – AutoZone – State Highway 52 & Dale's Place

Dear Ms. Knutson,

Applicant Information

Galloway & Company, Inc. is pleased to provide this project narrative for the proposed AutoZone retail location at Lot 4, Block 6, Vincent's East Addition 3rd Filing Second Amended Subdivision, on behalf of AutoZone Development Corporation (AutoZone). The site is located at the northeast corner of State Highway 52 and Dale's Place.

Use and Scope of Project

AutoZone proposes to construct a new commercial retail building. The existing site is undeveloped. The property is currently zoned C1 – General Commercial. The proposed retail use is permitted within the C1 zone district.

Adjacent properties include Second Street and vacant land to the north, a fueling facility and convenience store (7-Eleven) currently in development to the east, State Highway 52 roadway and right-of-way to the south, and Dale's Place and vacant land to the west. The surrounding land uses are compatible with the proposed retail use.

Access

The property will be served by two access points: one from Dale's Place and one from Second Street. The lot area is currently 31,363 square feet (0.720 acres). No right-of-way dedication is required with this development. Key infrastructure, including improved public roadways, curb and gutter, and access to utility services are available and sufficient for the proposed retail building.

Parking

The applicant proposes a 7,381 square foot retail building. Twenty-three (23) parking spaces are provided on-site, which includes one standard accessible space and one van accessible space. The total number of parking spaces required was calculated based on the Zoning Code requirement of 1 stall per every 500 square feet of gross floor area. Based on that calculation, fifteen (15) parking spaces are required.

The applicant has also provided a three-bike rack at the front of the retail store, which exceeds the minimum of one (1) bike stalls required by the Zoning Code.

Building Architecture

The proposed building utilizes a variety of colors, materials, and articulation to add visual interest and provide 360° design. The exterior walls will consist of smooth-face concrete masonry units with stucco facing and breaks in appearance created by a cultured stone veneer. The proposed design presents vertical and horizontal articulation, a definable base, body and top, glazing, and variation of colors and materials. Based on conversations at the pre-application meeting the architectural elevations have been revised to incorporate the following:

- 4-Sided Design
 - o Each building façade incorporates similar materials, colors, and articulation
- Horizontal Articulation



- o Variations in roof height are provided to break up the building mass and add visual interest
 - o The east and north building elevations include glazing to enhance the entrance and add visual interest along State Highway 52, which is the main vehicular and pedestrian thoroughfare
- Vertical Articulation
 - o Three bands of varying textures and colors, horizontal V-groove score jointing, and a compression trim treatment along the roof line provide variation in massing and add human scale to the building
 - o The rear of the building incorporates metal trellises in lieu of glazing to add visual interest
- Entrance
 - o The entrance is visually prominent and incorporates glazing, enhanced stone veneer columns, and a canopy

Please do not hesitate to contact us if you have questions or need any additional information.

Sincerely,
GALLOWAY

Jessica Greenough, PE
Civil Project Engineer
JessicaGreenough@gallowayus.com

cc: Adam Koester, PE, Civil Engineering Project Manager (Galloway)
Brandon McCrary, PE, Principal (Galloway)
Steven Waldo, AutoZone
Mitch Bramlitt, AutoZone

LOT 4, VINCENT'S EAST ADDITION 3RD FILING SECOND AMENDED SUBDIVISION,
COUNTY OF WELD, STATE OF COLORADO.

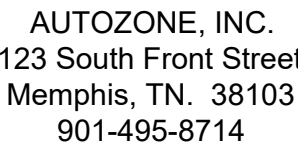


XCEL ENERGY
1123 W. 3RD AVENUE
DENVER, COLORADO 80223
TEL: (303) 571-3306
EMAIL: DONNA.L.GEORGE@XCELENERGY.COM
ATTN: DONNA GEORGE

1. FENCES, WALLS, SIGNS, AND ACCESSORY STRUCTURES ARE SUBJECT TO SEPARATE REVIEW AND PERMITS BY GENERAL CONTRACTOR (GC).
2. ANGLES NOT SHOWN ARE EITHER 90 DEGREES OR A SUPPLEMENT OF THE ANGLE INDICATED.
3. PRIVATE ROADWAYS WILL BE POSTED WITH "FIRE LANE" SIGNS AS REQUIRED BY THE FORT LUTPION FIRE PROTECTION DISTRICT.
4. PARKING SPACES FOR PERSONS WITH DISABILITIES WILL BE CLEARLY DELINEATED WITH UPRIGHT SIGNS.
5. APPROVAL FOR THIS PLAN DOES NOT CONSTITUTE OR IMPLY COMPLIANCE WITH ADA REQUIREMENTS.
6. SITE(S) SHALL BE LANDSCAPED PRIOR TO ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY (CO) DURING THE GROWING SEASON OF APRIL 1ST TO OCTOBER 1ST, AT ALL OTHER TIMES THE SITE SHALL BE LANDSCAPED WITHIN 45 (FORTY-FIVE) DAYS OF THE START OF THE FOLLOWING GROWING SEASON.
7. ACCESS SHALL BE ALLOWED ON AND ACROSS THE SITE DURING CONSTRUCTION FOR POLICE, FIRE, MEDICAL AND OTHER EMERGENCY VEHICLES AND FOR THE PROVISION OF EMERGENCY SERVICES.
8. ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH UNDERGROUND AUTOMATIC IRRIGATION SYSTEM TREES, SHRUBS, AND DECORATIVE GRASSES WILL BE IRRIGATED BY A SEPARATE ZONE FROM SOD/GRASS; THIS INCLUDES TREES PLANTED IN SOD/GRASS AREA. THE IRRIGATION SYSTEM IS TO HAVE A RAIN SENSOR SHUTOFF INSTALLED.
9. PRIVATE ROADWAYS ARE NON-DEDICATED STREETS AND WILL NOT BE MAINTAINED BY THE CITY OF FORT LUTPION.
10. EXCAVATION AND EMBANKMENT MATERIAL SHALL MEET SECTION 203 OF THE COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION OR REQUIREMENTS OTHERWISE SPECIFIED IN THE APPROVED SLOPS REPORT.
11. ALL WORK WITHIN PUBLIC R.O.W. SHALL BE PER THE CITY OF FORT LUTPION STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS (CURRENT EDITION)
12. ALL WORK FOR WATER SERVICE SHALL BE PER THE CITY OF FORT LUTPION STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS (CURRENT EDITION)
13. SIGN, AND MARKING STANDARDS: ALL WORK SHALL BE PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION) UNLESS NOTED OTHERWISE.
14. ALL WASTEWATER WORK SHALL BE PER THE CITY OF FORT LUTPION STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS (CURRENT EDITION).

SHEET NO.	DESCRIPTION
C0.0	COVER SHEET
C1.0	SITE AND HORIZONTAL CONTROL PLAN
C1.1	SITE DETAILS
C2.0	GRADING PLAN
C3.0	EROSION CONTROL PLAN
C3.1	EROSION CONTROL DETAILS
C4.0	UTILITY PLAN
C4.1	UTILITY DETAILS
L1.0	LANDSCAPE PLAN
PH-1	PHOTOMETRIC PLAN
PS-1	FLOOR PLAN / ROOF PLAN
PS-2	EXTERIOR ELEVATIONS AND NOTES
CE-1	COLOR ELEVATIONS AND NOTES

2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

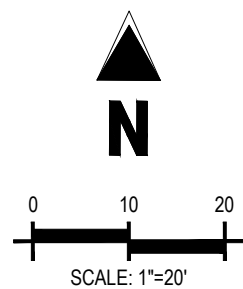


NEC STATE HIGHWAY 52 & DALE'S PLACE
FORT LUPTON, COLORADO

[illegible]

COVER SHEET

C0.0



- 1 PROPOSED 6,815 S.F. RETAIL BUILDING
- 2 CONSTRUCT TRASH ENCLOSURE WITH HEAVY DUTY CONCRETE PAVEMENT (REF ARCHITECTURAL PLANS AND SITE DETAILS C1.1)
- 3 EXISTING DRIVEWAY TO REMAIN
- 4 REMOVE AND REPLACE SIDEWALK TO NEAREST JUNT
- 5 EXISTING CONCRETE SIDEWALK TO REMAIN
- 6 CONSTRUCT CONCRETE SIDEWALK (SIZE AS NOTED, REF SITE DETAILS C1.1)
- 7 EXISTING HANDICAP RAMP TO REMAIN
- 8 CONSTRUCT SITE HANDICAP RAMP WITH TRUNCATED DOMES (REF SITE DETAILS C1.1)
- 9 CONSTRUCT CURB RAMP WITH TRUNCATED DOMES (REF SITE DETAILS C1.1)
- 10 CONNECT TO EXISTING CONCRETE WITH EXPANSION JUNT (REF SITE DETAILS C1.1)
- 11 CONSTRUCT 6" CURB AND 12" GUTTER (REF SITE DETAILS C1.1)
- 12 CONSTRUCT 6" VERTICAL CURB (REF SITE DETAILS C1.1)
- 13 CONSTRUCT 20' X 9' 90-DEGREE PARKING STALL (TYP. 26)
- 14 NOT USED
- 15 INSTALL PIPE BOLLARD (REF SITE DETAILS C1.1)
- 16 PROPOSED SERVICE DOOR (REF ARCHITECTURAL PLANS)
- 17 CONSTRUCT ACCESSIBLE PARKING SPACES WITH PAINTED ACCESS AISLE WITH 4" DIAGONAL STRIPES AT 2' O.C. AND PAINTED ADA SYMBOLS (REF SITE DETAILS C1.1)
- 18 INSTALL HANDICAP PARKING SIGN (REF SITE DETAILS C1.1)
- 19 INSTALL HANDICAP PARKING SIGN WITH "VAN ACCESSIBLE" LETTERING (REF SITE DETAILS C1.1)
- 20 PAINT 4" WHITE PARKING STRIPING
- 21 INSTALL CONCRETE WHEEL STOP (REF SITE DETAILS C1.1)
- 22 INSTALL BICYCLE RACK (REF SITE DETAILS C1.1)
- 23 INSTALL SITE LIGHT (REF ARCHITECTURAL PLANS FOR LIGHT AND POLE DETAILS, REF SITE DETAILS C1.1 FOR CONCRETE BASE DETAIL)
- 24 CONSTRUCT TRANSFORMER PAD (REF UTILITY PLAN C4.1)
- 25 INSTALL FREEZELESS YARD HYDRANT (REF ARCHITECTURAL PLANS)
- 26 INSTALL R1-1 "STOP" SIGN (REF SITE DETAILS C1.1)
- 27 NOT USED
- 28 CONSTRUCT MONUMENT SIGN BASE AND INSTALL MONUMENT SIGN (REF ARCHITECTURAL AND SIGNAGE PLANS)
- 29 PROPOSED AASHTO SIGHT DISTANCE TRIANGLE
- 30 SAWCUT EXISTING ASPHALT
- 31 PATCH ASPHALT AT SAWCUT AREA
- 32 PROPOSED 35'X35' CORNER SIGHT DISTANCE TRIANGLE

	EXISTING PROPERTY BOUNDARY LINE
	EXISTING LOT BOUNDARY LINE
	PROPOSED ROW DEDICATION LINE
	EXISTING EASEMENT
	EXISTING SIDEWALK TO REMAIN
	EXISTING RETAINING WALL TO REMAIN
	PROPOSED NEW
	ADA PATH OF TRAVEL
	EXPOSED FOUNDATION
	PROPOSED CURB AND GUTTER
	PROPOSED CATCH CURB AND GUTTER
	EXISTING CURB
	PARKING COUNT
	EXISTING STREET LIGHT
	EXISTING UTILITY POLE
	EXISTING TRAFFIC SIGNAL
	EXISTING TRAFFIC POLE
	EXISTING SIGN
	PROPOSED FIRE HYDRANT
	PROPOSED YARD HYDRANT
	EXISTING SANITARY SEWER MANHOLE
	EXISTING FIRE HYDRANT
	PROPOSED STORM SEWER INLET
	PROPOSED SITE LIGHTING
	PROPOSED STORM SEWER INLET

	STANDARD DUTY ASPHALT
	HEAVY DUTY ASPHALT
	CONCRETE SIDEWALK
	HEAVY DUTY CONCRETE
	LANDSCAPE AREA
	EXISTING CONCRETE PAVEMENT

1. ALL CURB AND GUTTER IS CATCH CURB UNLESS NOTED OTHERWISE.
2. ALL DIMENSIONS ARE MEASURED FROM THE FLOWLINE UNLESS NOTED OTHERWISE.
3. ALL ON-SITE CURB AND GUTTER SHALL BE 6" VERTICAL WITH 12" GUTTER.
4. ALL IMPROVEMENTS SHALL BE PERFORMED IN A SINGLE PHASE OF CONSTRUCTION.
5. MONUMENT SIGN REQUIRES APPROVAL BY SEPARATE PERMIT.
6. GC SHALL BE RESPONSIBLE TO COORDINATE WITH CITY OF FORT LIPTON FOR CONSTRUCTION WITHIN THE ROADWAY AND RIGHT-OF-WAY.

BENCHMARK PROVIDED BY THE DEVELOPER, MARKER "X" ON FIRE HYDRANT, LOCATION: EAST RIGHT-OF-WAY OF ROLLIE AVENUE, 62.7' NORTH OF SOUTHWEST CORNER, LOT 3, RECEPTION NO. 4514229; ELEVATION: 4915.16' FEET, NAVD 88 DATUM.

THE BEARING OF S 89°36'39" W, PER RECEPTION NO. 4514229, AS SHOWN ON THE NORTH LINE OF THE PLAT OF VINCENT'S EAST ADDITION 3RD FILING SECOND AMENDED SUBDIVISION, WAS USED AS THE BASIS OF BEARING FOR THE PURPOSE OF THIS SURVEY.

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

LOT 4,
VINCENT'S EAST ADDITION 3RD FILING SECOND AMENDED SUBDIVISION,
COUNTY OF WELD,
STATE OF COLORADO.

FOR INFORMATIONAL PURPOSES ONLY: APN: 147105249004

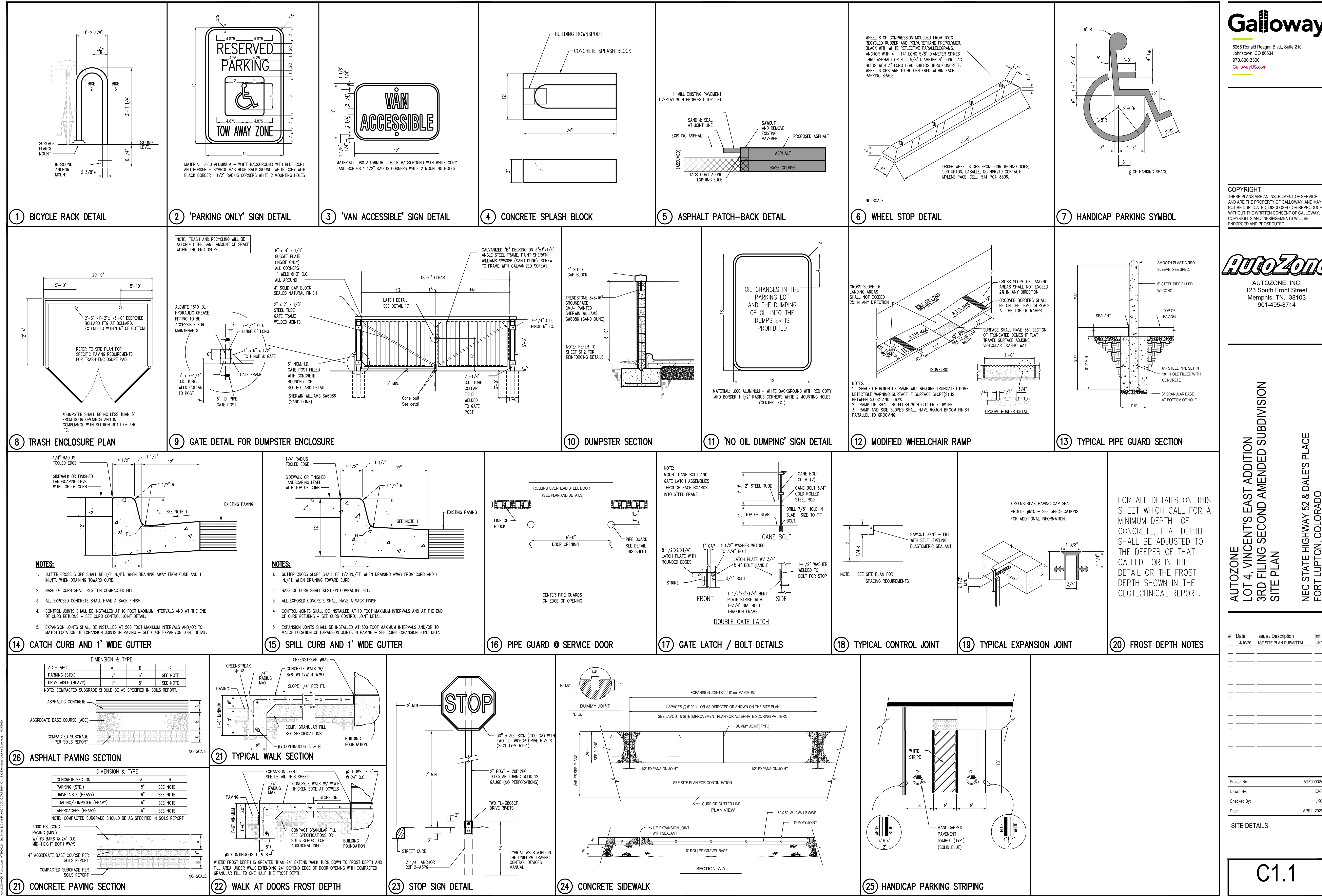
THE PROPERTY DESCRIBED AND DEPICTED HEREIN IS THE SAME AS INSURED IN FIRST AMERICAN
TITLE INSURANCE COMPANY COMMITMENT NUMBER NCS-985810-MICH, WITH A COMMITMENT DATE
OF OCTOBER 30, 2019 AT 5:00 P.M.

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Know what's **below.**
Call before you dig.

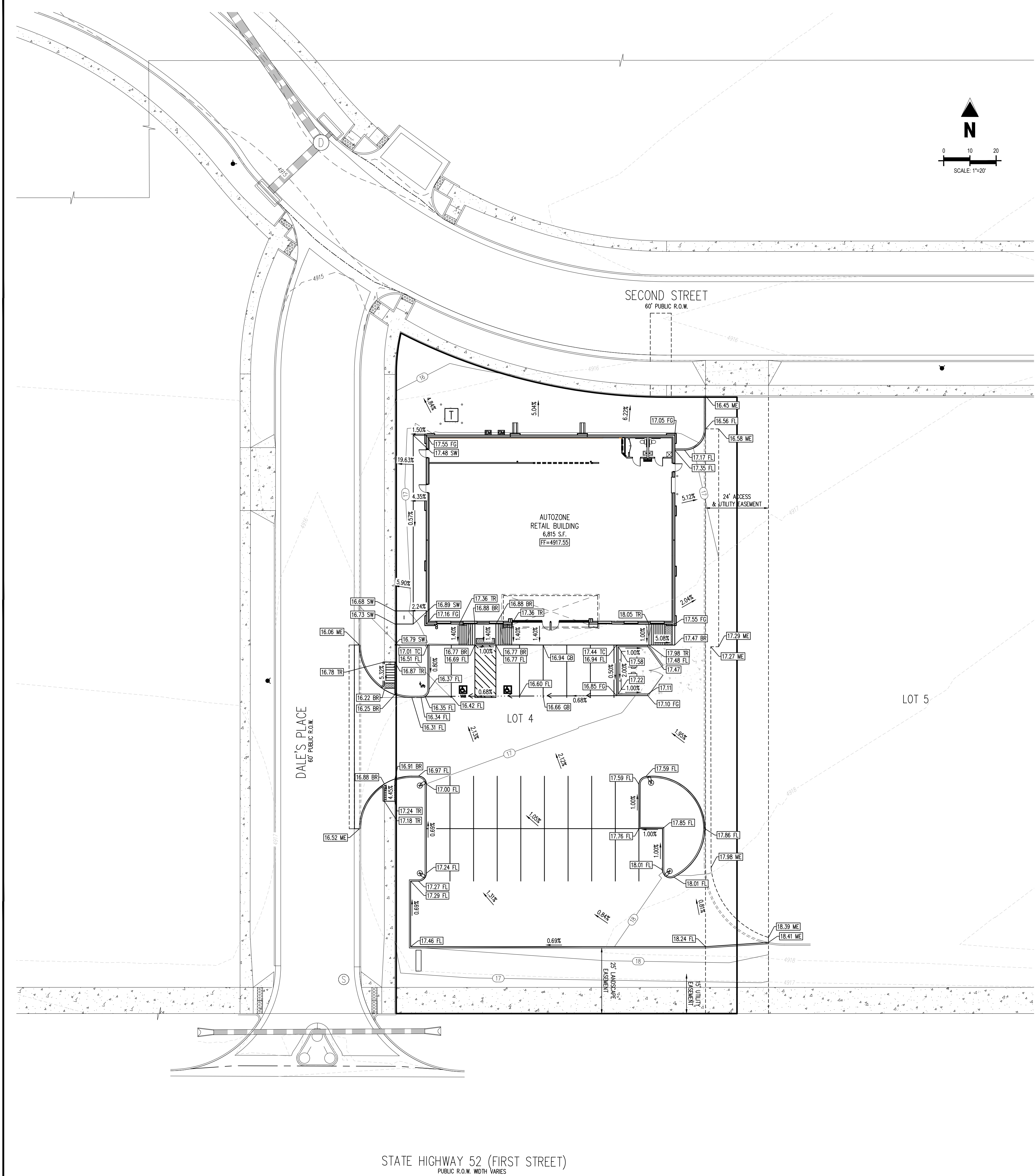


Know what's **below**.
Call before you dig.



#	Date	Issue / Description	Init.
1	4/10/20	1ST SITE PLAN SUBMITTAL	JKG
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Project No: ATZ000024
Drawn By: EVR
Checked By: JKG
Date: APRIL 2020



GRADING LEGEND

---	5460	---	EXISTING MAJOR CONTOUR
---	5216	---	EXISTING MINOR CONTOUR
---	65	---	PROPOSED MAJOR CONTOUR
---	65	---	PROPOSED MINOR CONTOUR
---	15.00	---	PROPOSED SPOT ELEVATION
---	TC	---	PROPOSED TOP OF CURB ELEVATION
---	FL	---	PROPOSED FLOWLINE ELEVATION
---	FF	---	FINISHED FLOOR
---	TOG	---	TOP OF GRATE
---	HP	---	HIGH POINT
---	LP	---	LOW POINT
---	ME	---	MATCH EXISTING

GRADING NOTES

1. REQUIREMENTS SHOWN ON SITE PLAN SHALL GOVERN. DRAWINGS AND SPECIFICATIONS SHOWING OTHERWISE NOTWITHSTANDING, CONTRACTOR TO POINT OUT ANY DISCREPANCIES TO THE ENGINEER OF RECORD PRIOR TO BID.
2. NO WORK IS TO BEGIN UNTIL ALL PERMITS HAVE BEEN OBTAINED. CONTRACTOR MUST HAVE COPIES OF ALL STATE AND LOCAL STORMWATER DISCHARGE AND EROSION CONTROL PERMITS ON SITE PRIOR TO ANY DISTURBANCE AND/OR GRADING ACTIVITY.
3. THIS DESIGN IS BASED ON A SOIL AND FOUNDATION INVESTIGATION. A COPY OF THIS REPORT IS AVAILABLE FOR INSPECTION BY THE CONTRACTORS.
4. ALL LANDSCAPING AREAS SHALL BE GRADED 0.10' WITH COMPANY APPROVED TOP SOIL TO A MINIMUM 2' DEPTH.
5. ALL SPOT GRADES SHOWN ARE TO FLOWLINE UNLESS OTHERWISE NOTED.
6. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR MINIMIZING DEPOSITION OF ONSITE SEDIMENTS ONTO SURROUNDING PUBLIC STREETS DURING CONSTRUCTION. REFER TO EROSION CONTROL PLANS AND DETAILS FOR INFORMATION.
7. GENERAL CONTRACTOR TO PROVIDE BARRICADE PROTECTION WITH FLASHING LIGHTS AROUND ALL FOOTINGS, EXCAVATIONS AND ALL OFFSITE WORK.
8. SEE THE SITE SURVEY FOR SURVEY INFORMATION AND LEGAL DESCRIPTION.
9. THE PROPOSED STORM SYSTEM AND STORMWATER DETENTION FACILITY ONSITE IS PRIVATELY OWNED AND MAINTAINED.
10. IN LANDSCAPING AREAS ADJACENT TO PROPOSED BUILDING, MINIMUM SLOPE SHALL BE 5% FOR THE FIRST 5'.
11. GC SHALL BE RESPONSIBLE FOR DESIGN AND PERMITTING OF PROPOSED REDI ROCK RETAINING WALL.
12. EXCAVATION AND EMBANKMENT SHALL MEET SECTION 203 OF CDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION OR REQUIREMENTS OTHERWISE SET FORTH IN THE APPROVED SOILS REPORT.
13. ANY FILL MATERIAL REQUIRED TO BRING THE SITE TO GRADE SHALL BE CLEAN FILL DIRT APPROVED BY GEOTECHNICAL ENGINEER AND SHALL BE PLACED AND COMPACTED PER GEOTECHNICAL REPORT RECOMMENDATIONS.

BENCHMARK

BENCHMARK PROVIDED BY THE DEVELOPER, MARKER "X" ON FIRE HYDRANT, LOCATION: EAST RIGHT-OF-WAY OF ROLLIE AVENUE, 62.7' NORTH OF SOUTHWEST CORNER, LOT 3, RECEPTION NO. 4514229; ELEVATION: 4915.16' FEET, NAVD 88 DATUM.

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THE BEARING OF S 89°36'39" W, PER RECEPTION NO. 4514229, AS SHOWN ON THE NORTH LINE OF THE PLAT OF VINCENT'S EAST ADDITION 3RD FILING SECOND AMENDED SUBDIVISION, WAS USED AS THE BASIS OF BEARING FOR THE PURPOSE OF THIS SURVEY.

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FOR INFORMATIONAL PURPOSES ONLY: APN: 147105249004

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CAUTION - NOTICE TO CONTRACTOR

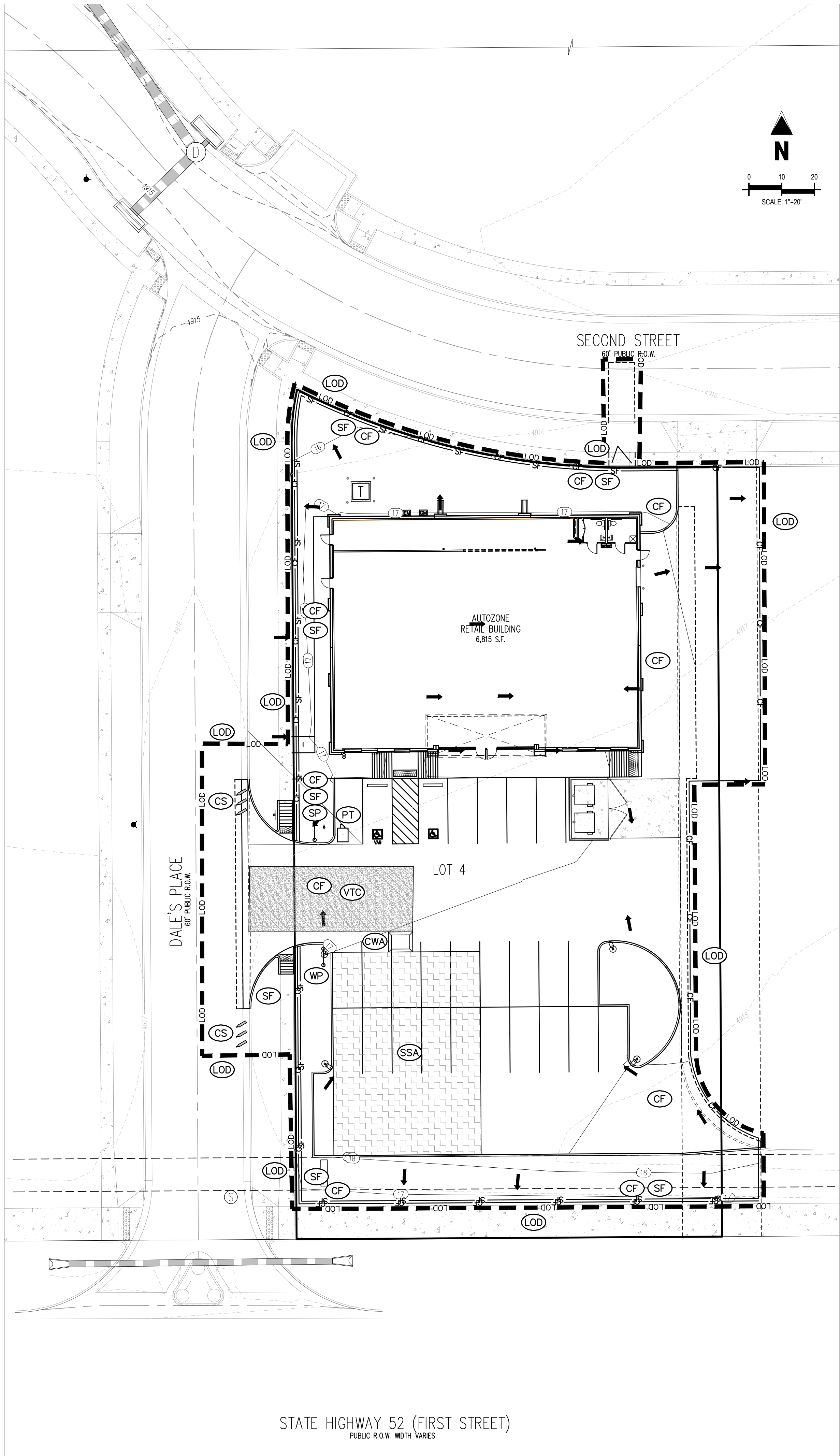
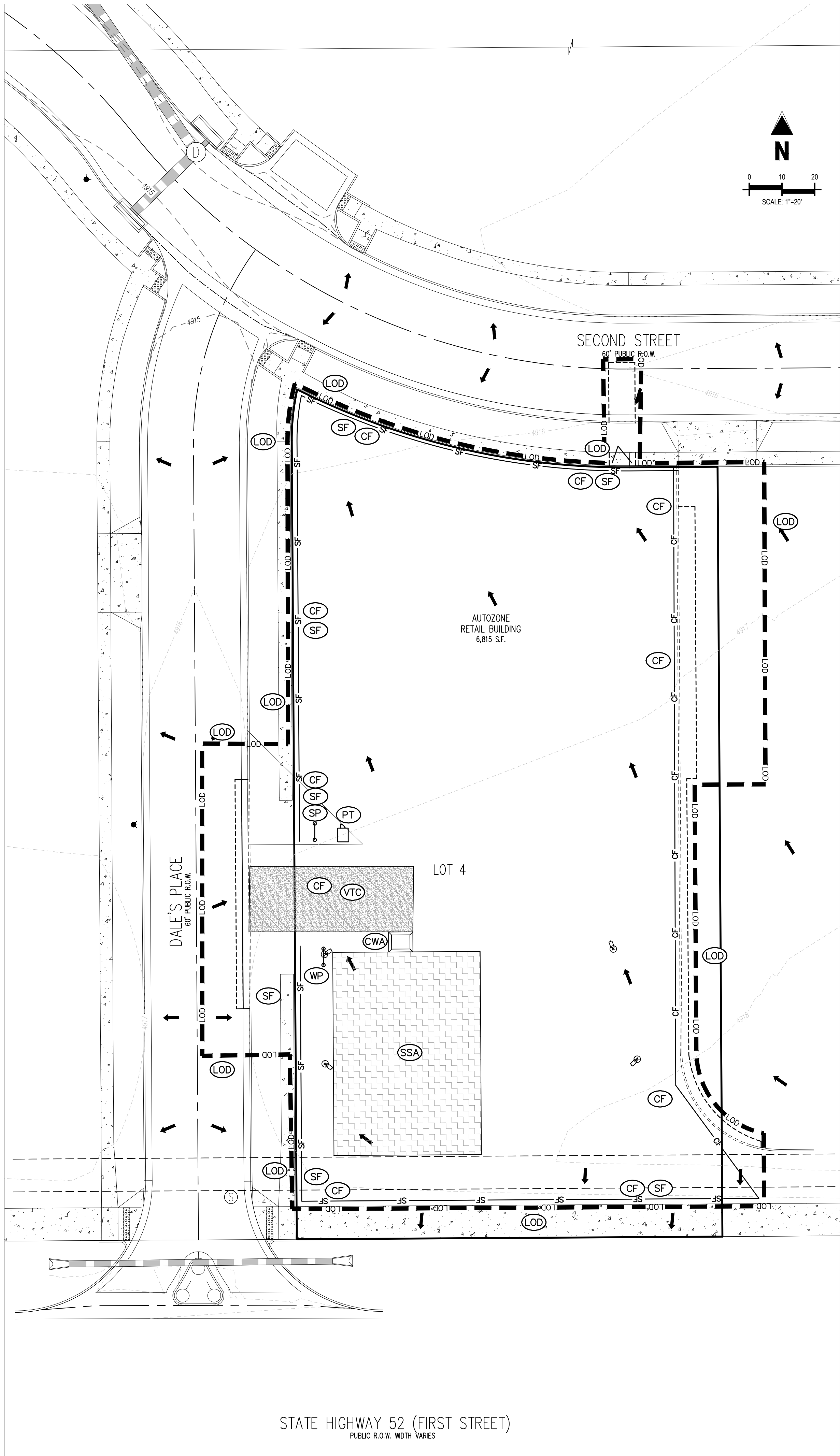
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Project No:	ATZ000024
Drawn By:	EVR
Checked By:	JKG
Date:	APRIL 2020

GRADING PLAN



EROSION CONTROL LEGEND

- 5225 — EXISTING MAJOR CONTOUR
- - - 74 - - - EXISTING MINOR CONTOUR
- 5225 — PROPOSED MAJOR CONTOUR
- - - 74 - - - PROPOSED MINOR CONTOUR
- SD — EXISTING STORM SEWER
- SD — PROPOSED STORM SEWER
- FLOW ARROW
- - - LOD - - - LIMITS OF DISTURBANCE
- [Hatched Box] VTC VEHICLE TRACKING CONTROL
- [Box] CWA CONCRETE WASHOUT AREA
- [Stippled Box] SSA STABILIZED STAGING AREA
- [Line] SF SILT FENCE
- [Line] CF CONSTRUCTION FENCE
- [Line] CS CURB SOCKS
- - - SC - - - PROPOSED SANICUT LINE
- [Symbol] PT PORTABLE TOILET
- [Symbol] SP SITE POSTING (CONTACTS AND PERMITS)
- [Symbol] WP WASHOUT POSTING

EROSION CONTROL NOTES

1. THE CONTRACTOR AND/OR AUTHORIZED AGENTS SHALL REMOVE ALL SEDIMENT, MUD, CONSTRUCTION DEBRIS, OR OTHER POTENTIAL POLLUTANTS THAT MAY HAVE BEEN DISCHARGED TO, OR ACCUMULATE IN, THE FLOW LINES AND PUBLIC RIGHTS OF WAYS OF THE TOWN AS A RESULT OF CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS SITE DEVELOPMENT OR CONSTRUCTION PROJECT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER.
2. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES MAY BE REQUIRED OF THE OWNER AND HIS OR HER AGENTS DUE TO UNFORESEEN EROSION PROBLEMS OR IF THE SUBMITTED PLAN DOES NOT FUNCTION AS INTENDED.
3. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION, EXCAVATION, TRENCHING, BORING, GRADING OR OTHER CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO ADJACENT WATERWAYS, WETLANDS, ETC., RESULTING FROM WORK DONE AS PART OF THIS PROJECT.
4. THE CONTRACTOR SHALL LOCATE, INSTALL, AND MAINTAIN ALL EROSION CONTROL AND WATER QUALITY "BEST MANAGEMENT PRACTICES" AS INDICATED ON THE APPROVED EROSION CONTROL PLAN.
5. ROUGH-OUT STREETS SHALL BE MULCHED WITHIN 14 DAYS OF THE COMPLETION OF OVERLOT GRADING UNLESS A LAYER OF AGGREGATE ROAD BASE OR ASPHALT PAVING IS TO BE APPLIED TO SAID ROUGH-OUT STREETS WITHIN 14 DAYS.
6. THE DEVELOPER, GENERAL CONTRACTOR, GRADING CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL ENSURE THAT ALL LOADS OF CUT MATERIAL IMPORTED TO OR EXPORTED FROM THIS SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF THE MATERIAL DURING TRANSPORT ON PUBLIC RIGHTS OF WAY.
7. SOILS THAT WILL BE STOCKPILED FOR MORE THAN 30 DAYS SHALL BE PROTECTED FROM WIND AND WATER EROSION WITHIN 14 DAYS OF STOCKPILE CONSTRUCTION. IF STOCKPILES ARE LOCATED WITHIN 100 FEET OF A DRAINAGEWAY, ADDITIONAL SEDIMENT CONTROLS SUCH AS TEMPORARY Dikes OR SILT FENCE SHALL BE REQUIRED.
8. APPROVED EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES SHALL BE MAINTAINED AND KEPT IN GOOD REPAIR OF THE DURATION OF THIS PROJECT. AT A MINIMUM, THE CONTRACTOR OR HIS AGENT SHALL INSPECT ALL CONTROL MEASURES WEEKLY AND AFTER SIGNIFICANT PRECIPITATION EVENTS. ALL NECESSARY REPAIRS SHALL BE COMPLETED IN A TIMELY MANNER. ACCUMULATED SEDIMENT AND DEBRIS SHALL BE REMOVED FROM A CONTROL MEASURE WHEN THE SEDIMENT OR DEBRIS ADVERSELY IMPACTS THE FUNCTIONING OF THE CONTROL MEASURE.
9. CONSTRUCTION SEQUENCING MAY NECESSITATE RELOCATION OR TEMPORARY REMOVAL OF THE CONTROL MEASURES SHOWN HEREON. THE CONTRACTOR MAY RELOCATE CONTROL MEASURES INCLUDING VTC, SSA AND CONSTRUCTION TRAILERS AT THEIR DISCRETION. THE CONTROL MEASURES SHALL BE RESTORED AT SUCH A TIME AS THEY WILL NO LONGER IMPIDE THE WORK. THE SITE COPY OF THE DRAWINGS SHALL BE MARKED UP ACCORDINGLY, AND A RECORD OF CONTROL MEASURE MODIFICATIONS KEPT IN THE SITE INSPECTION LOG.
10. ALL EROSION AND SEDIMENT CONTROL PRACTICES AND OTHER PROTECTIVE MEASURES IDENTIFIED ON THE APPROVED EROSION CONTROL PLAN MUST BE MAINTAINED IN EFFECTIVE OPERATION CONDITION. PROPER SELECTION AND INSTALLATION OF CONTROL MEASURES AND IMPLEMENTATION OF COMPREHENSIVE INSPECTION AND MAINTENANCE PROCEDURES SHOULD BE ADEQUATE TO MEET CONDITION. CONTROL MEASURES THAT ARE NOT ADEQUATELY MAINTAINED IN ACCORDANCE WITH GOOD ENGINEER, HYDROLOGIC, AND POLLUTION CONTROL PRACTICES, INCLUDING REMOVAL OF COLLECTED SEDIMENT OUTSIDE THE ACCEPTABLE TOLERANCES OF THE CONTROL MEASURES ARE CONSIDERED TO BE NO LONGER OPERATING EFFECTIVELY AND MUST BE ADDRESSED.

BENCHMARK

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Know what's below.
Call before you dig.

Galloway

5265 Ronald Reagan Blvd., Suite 210
Johnstown, CO 80534
970.800.3300
GallowayUS.com

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AutoZone

AUTOZONE, INC.
123 South Front Street
Memphis, TN 38103
901-495-8714

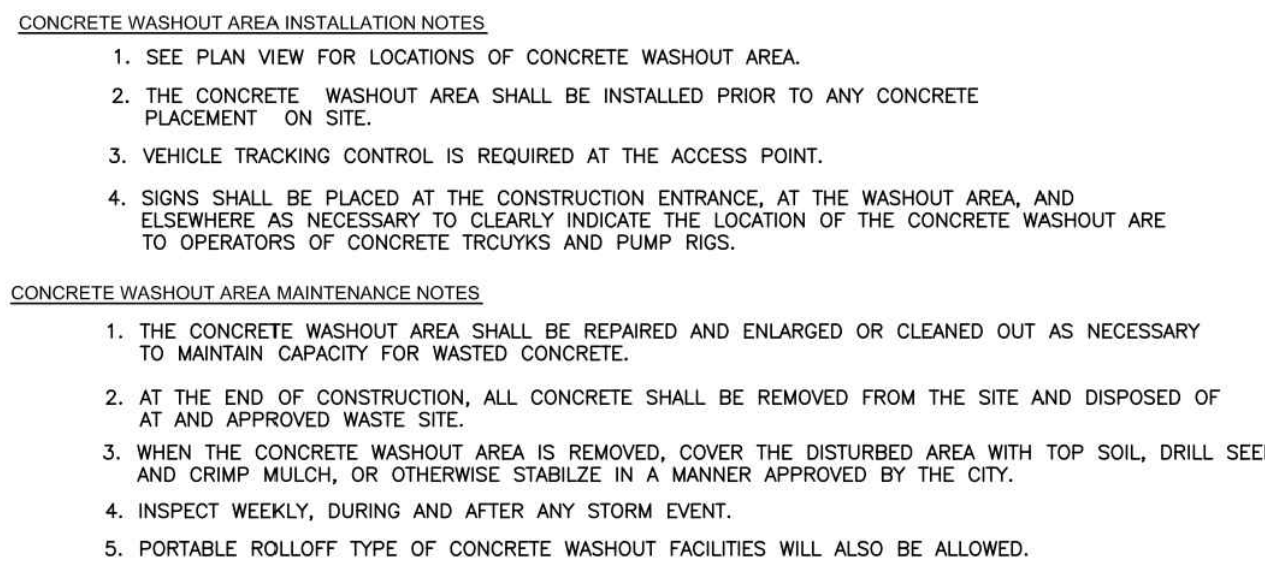
AUTOZONE
LOT 4, VINCENT'S EAST ADDITION
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SITE PLAN
NEC STATE HIGHWAY 52 & DALE'S PLACE
FORT LUPTON, COLORADO

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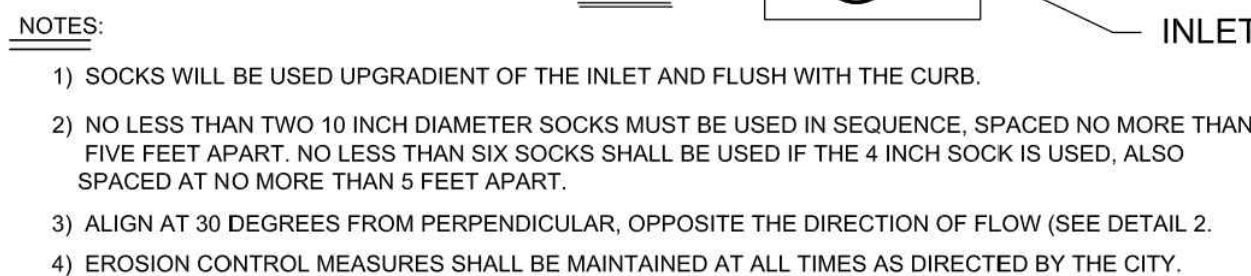
EROSION CONTROL
PLAN

C3.0



INLET PROTECTION INSTALLATION NOTES:

1. INLET PROTECTION SHALL BE INSTALLED WITHIN 48 HOURS OF CONSTRUCTING THE INLET.
2. SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.
3. CONCRETE "CINDER" BLOCKS SHALL BE LAID ON THEIR SIDES AROUND THE INLET IN A SINGLE ROW ABUTTING ONE ANOTHER WITH THE OPEN END FACING AWAY FROM THE CURB.
4. GRAVEL SOCKS SHALL BE PLACED AROUND THE CONCRETE BLOCKS, CLOSELY ABUTTING ONE ANOTHER AND JOINTED IN ACCORDANCE WITH THE ROCK SOCK DESIGN DETAIL.



ROCK SOCK SECTION

Diagram illustrating the cross-section of a rock sock. The sock is filled with $1\frac{1}{2}$ " (MINUS) CRUSHED ROCK ENCLOSED IN WIRE MESH. It is shown resting on a surface, with a label indicating "0" ON BEDROCK OR HARD SURFACE, 2" IN SOIL". The top surface is labeled "GROUND SURFACE".

ROCK SOCK PLAN

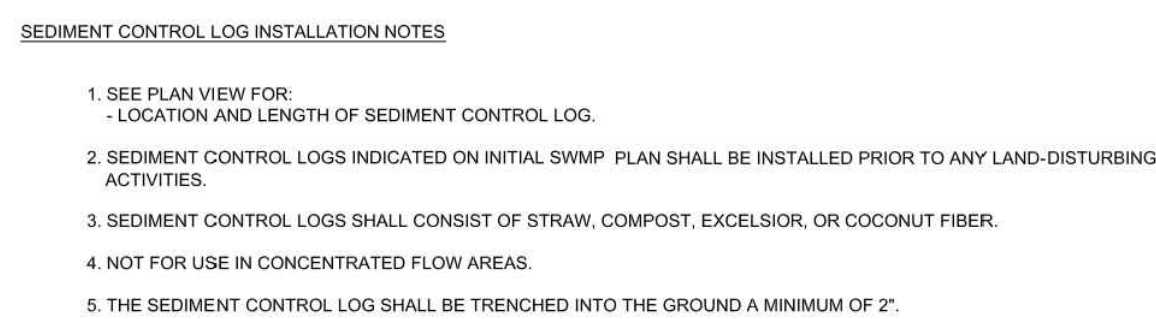
Diagram illustrating the plan view of a rock sock. The sock is filled with $1\frac{1}{2}$ " (MINUS) CRUSHED ROCK ENCLOSED IN WIRE MESH. The width is labeled "4" TO 6" MAX. AT CURBS, OTHERWISE 8" - 10" DEPENDING ON EXPECTED SEDIMENT LOADS".

ROCK SOCK JOINTING

Diagram illustrating the jointing between two rock socks. The socks are shown with a 12" overlap. The label indicates "12" 12" ROCK SOCK (TYP.)".

ANY GAP AT JOINT SHALL BE FILLED WITH AN ADEQUATE AMOUNT OF $1\frac{1}{2}$ " (MINUS) CRUSHED ROCK AND WRAPPED WITH ADDITIONAL WIRE MESH SECURED TO THE ENDS OF THE ROCK REINFORCED SOCK. AS AN ALTERNATIVE TO FILLING JOINTS BETWEEN ADJOINING ROCK SOCKS WITH CRUSHED ROCK AND ADDITIONAL WIRE WRAPPING, ROCK SOCKS CAN BE OVERLAPPED (TYPICALLY 12 - INCH OVERLAP) TO AVOID GAPS.

GRADATION TABLE	
SIZE	MASS PERCENT PASSING SQUARE MESH SIEVES
	NO. 4

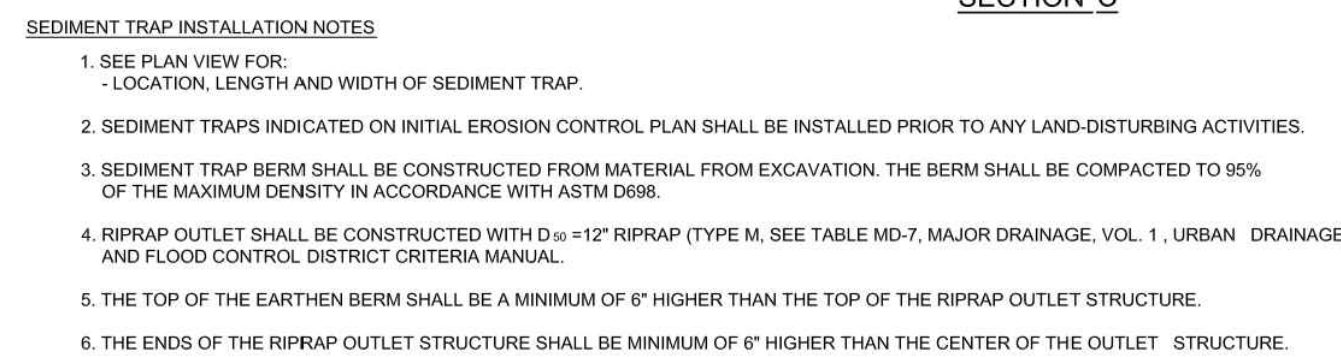
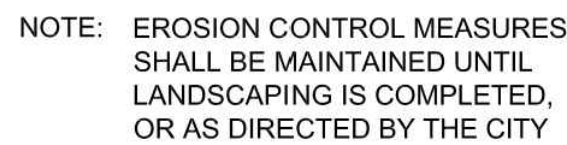


The diagram illustrates the installation of a silt fence. Key dimensions and components are labeled:

- 8' (MAXIMUM)**: Maximum width of the silt fence.
- H**: Height of the silt fence.
- 2' TO 3'**: Recommended height range for the silt fence.
- FLOW**: Direction of water flow, indicated by an arrow.
- 12H (12' MIN.)**: Minimum distance from the silt fence to the trench, based on the height H.
- 6'**: Width of the trench.
- SILT FENCE**: The fabric material used for filtration.
- POST ANCHORED TO FABRIC**: A vertical post used to secure the fabric.
- FABRIC MATERIAL (ANCHORED IN TRENCH)**: The bottom portion of the silt fence material.
- SF**: Symbol for Silt Fence.

SILT FENCE INSTALLATION

-NTS-



50 FT. (MIN)

25 FT. (MIN)

8-INCH (MIN) DEPTH

4-INCH BALLAST

GRUSHED CONCRETE NOT ALLOWED

NOTE: EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES AS DIRECTED BY THE CITY ENGINEER

50 FT. (MIN)

8-INCH (MIN)

INSTALL ROCK FLUSH WITH TOP OF WALK

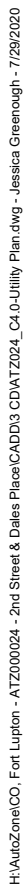
4-INCH BALLAST

FILTER FABRIC

COMPACTED SUBGRADE

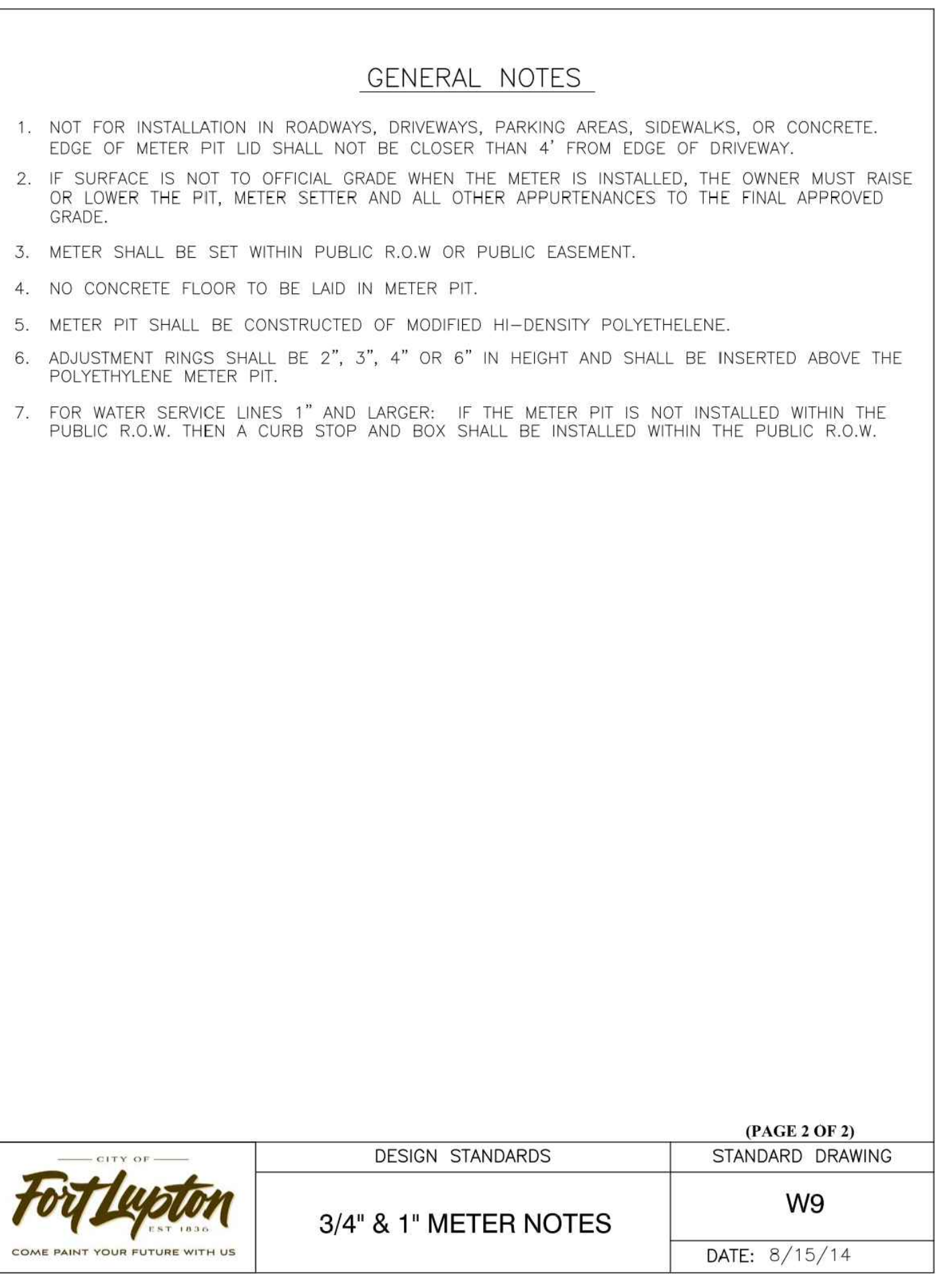
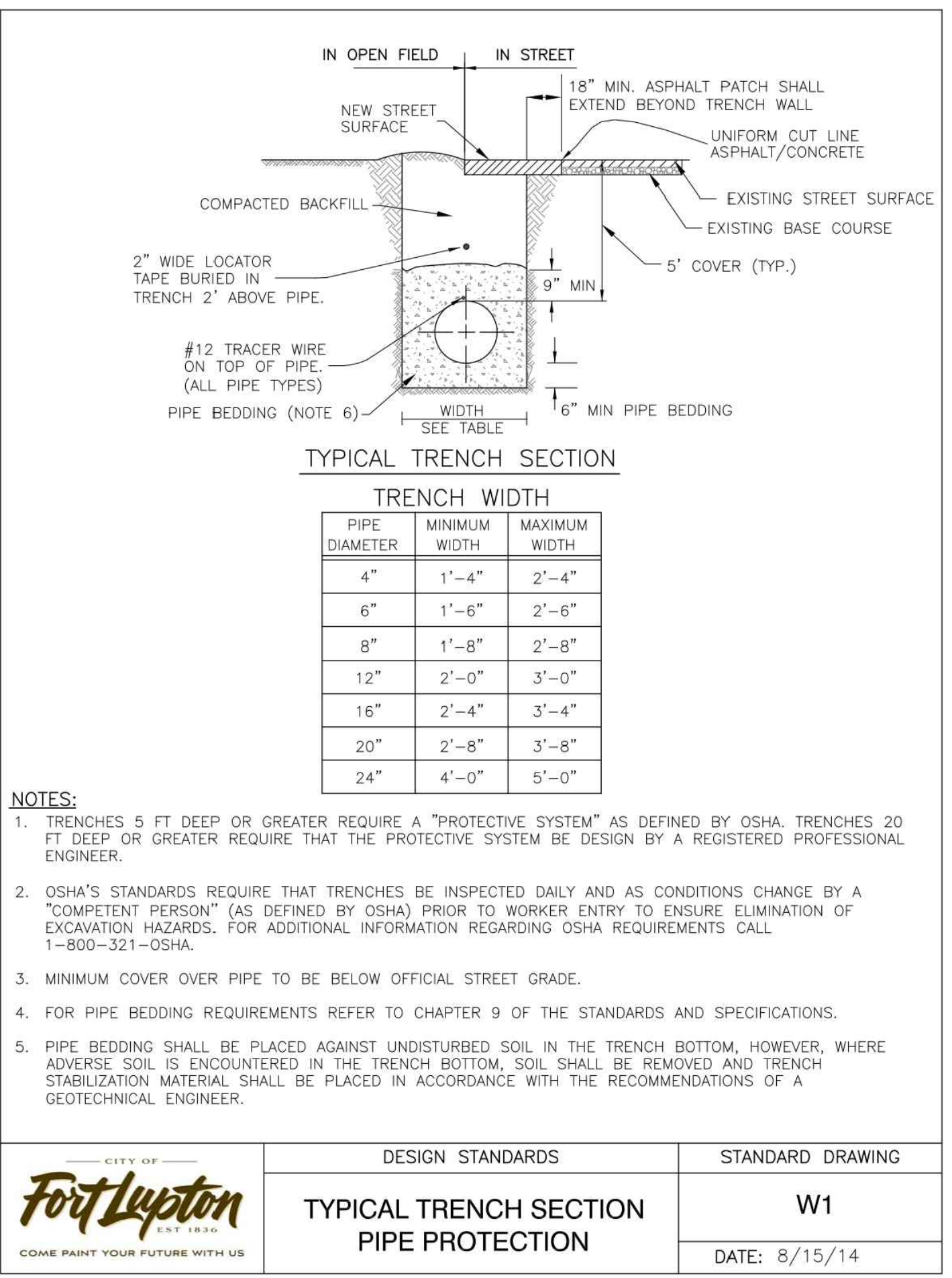
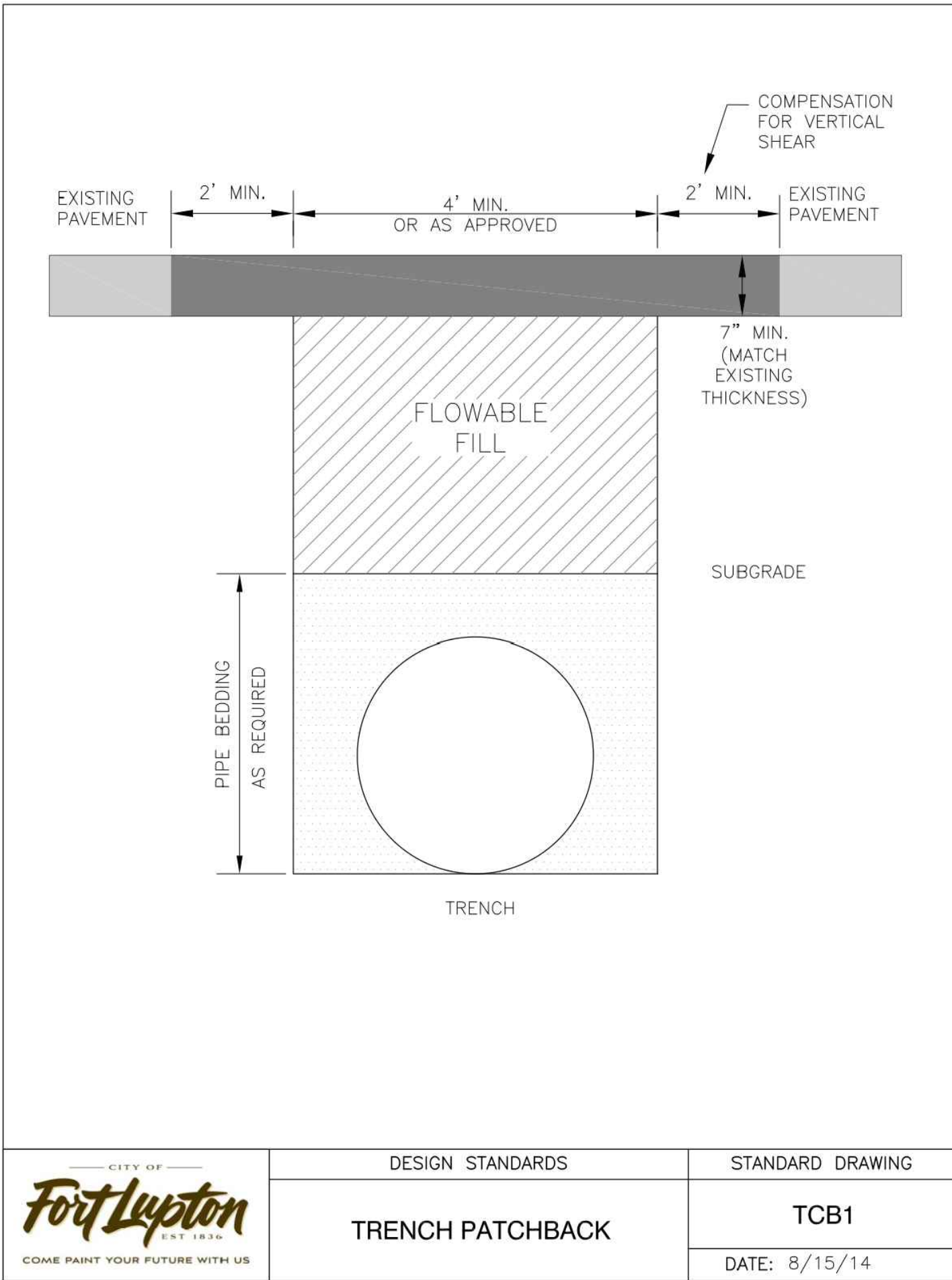
SECTION A-A

419-



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Project No:	ATZ000024
Drawn By:	EVR
Checked By:	JKG
Date:	APRIL 2020



UTILITY NOTES

- THE LANDSCAPE CONTRACTOR IS REQUIRED TO CONTACT THE COUNTY PUBLIC WORKS DEPARTMENT, AND ANY OTHER PUBLIC OR PRIVATE AGENCY NECESSARY FOR UTILITY LOCATION PRIOR TO ANY CONSTRUCTION.
- THIS DRAWING IS A PART OF A COMPLETE SET OF BID DOCUMENTS, SPECIFICATIONS, ADDITIONAL DRAWINGS, AND EXHIBITS. UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED FOR CONSTRUCTION PURPOSES WITHOUT EXAMINING ACTUAL LOCATIONS OF UTILITIES ON SITE, AND REVIEWING ALL RELATED DOCUMENTS.
- THE LOCATION OF THE ALL UNDERGROUND UTILITIES ARE LOCATED ON THE ENGINEERING DRAWINGS FOR THIS PROJECT. THE MOST CURRENT REVISION IS HERE IN MADE PART OF THIS DOCUMENT. UNDERGROUND UTILITIES EXIST THROUGHOUT THIS SITE AND MUST BE LOCATED PRIOR TO ANY CONSTRUCTION ACTIVITY. WHERE UNDERGROUND UTILITIES EXIST, FIELD ADJUSTMENT MAY BE NECESSARY AND MUST BE APPROVED BY A REPRESENTATIVE OF THE OWNER. NEITHER THE OWNER NOR THE LANDSCAPE ARCHITECT ASSUMES ANY RESPONSIBILITY WHATSOEVER, IN RESPECT TO THE CONTRACTORS ACCURACY IN LOCATING THE INDICATED PLANT MATERIAL, AND UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED WITHOUT REFERENCING THE ABOVE MENTIONED DOCUMENTS.

IRRIGATION CONCEPT

- AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A QUALIFIED IRRIGATION CONTRACTOR.
- THE IRRIGATION SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE WATER SOURCE IF APPLICABLE.
- ALL NON-TURF/SEED PLANTED AREAS WILL BE DRIP IRRIGATED. TURF SOD/SEED SHALL RECEIVE POP-UP SPRAY IRRIGATION FOR HEAD TO HEAD COVERAGE.
- ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
- THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND SMART MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.

LANDSCAPE GUARANTEE AND MAINTENANCE

- THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDS AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S ACCEPTANCE. THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
- THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A NEAT, CLEAN, AND HEALTHY CONDITION FOR A PERIOD OF 90 DAYS. THIS SHALL INCLUDE PROPER PRUNING, MOWING AND AERATION OF LAWNS, WEEDING, REPLACEMENT OF MULCH, REMOVAL OF LITTER, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. IRRIGATION SHALL BE MAINTAINED IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON AND TO MAXIMIZE WATER CONSERVATION. IF SITE OPENS DURING WINTER, TO AVOID FREEZE DAMAGE ON PLANTINGS, THE 90 DAYS SHOULD BEGIN AFTER ACCEPTANCE OF THE WORK.
- DURING THE LANDSCAPE MAINTENANCE PERIOD, THE LANDSCAPE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES IN ALL LANDSCAPE AREAS AT THE MINIMUM SLOPE SPECIFIED IN THE GEOTECHNICAL REPORT. LANDSCAPE AREAS WHICH SETTLE AND CREATE THE POTENTIAL FOR PONDING SHALL BE REPAIRED TO ELIMINATE PONDING POTENTIAL AND BLEND IN WITH THE SURROUNDING GRADES. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GEOTECHNICAL REPORT, THE GRADING PLANS, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.

PLANTING LEGEND

QTY	LEGEND ABBREV.	BOTANIC NAME	COMMON NAME	PLANTING SIZE (MINIMUM)	MATURE SIZE (V.L.L.M.H.)	WATER USE
DECIDUOUS TREES						
3	ACPL	ACER PLATANOIDES	NORWAY MAPLE	2" CAL. B&B	40'X40'	M
6	AEGL	AESCULUS GLABRA	OHIO BUCKEYE	2" CAL. B&B	40'X40'	M
3	CASP	CATALPA SPECIOSA	WESTERN CATALPA	2" CAL. B&B	50'X30'	L
5	GLTR	GLEDITSIA TRIACANTHOS INERMIS 'IMPERIAL'	IMPERIAL HONEYLOCUST	2" CAL. B&B	35'X25'	L
3	GYDI	GYNOCLOADUS DIOICUS	KENTUCKY COFFEETREE	2" CAL. B&B	60'X50'	L

DECIDUOUS SHRUBS

15	CACL	CARYOPTERIS X CLANDONENSIS	BLUE MIST SPIREA	#5 CONT. 18-24"	3'X3'	VL
46	GELY	GENISTA 'LYDIA'	LYDIA WOODWAXEN	#5 CONT. 18-24"	2'X2'	VL
35	POFR	POTENTILLA FRUTICOSA 'TANGERINE'	TANGERINE POTENTILLA	#5 CONT. 18-24"	2'X3'	L/M
25	PRBE	PRUNUS BESSEYI 'PAWNEE BUTTES'	PAWNEE BUTTES SAND CHERRY	#5 CONT. 18-24"	18'X6'	VL
32	RHAR	RHUS AROMATICA 'GROW-LOW'	GRO-LOW FRAGRANT SUMAC	#5 CONT. 18-24"	3'X8'	L/M

EVERGREEN SHRUBS

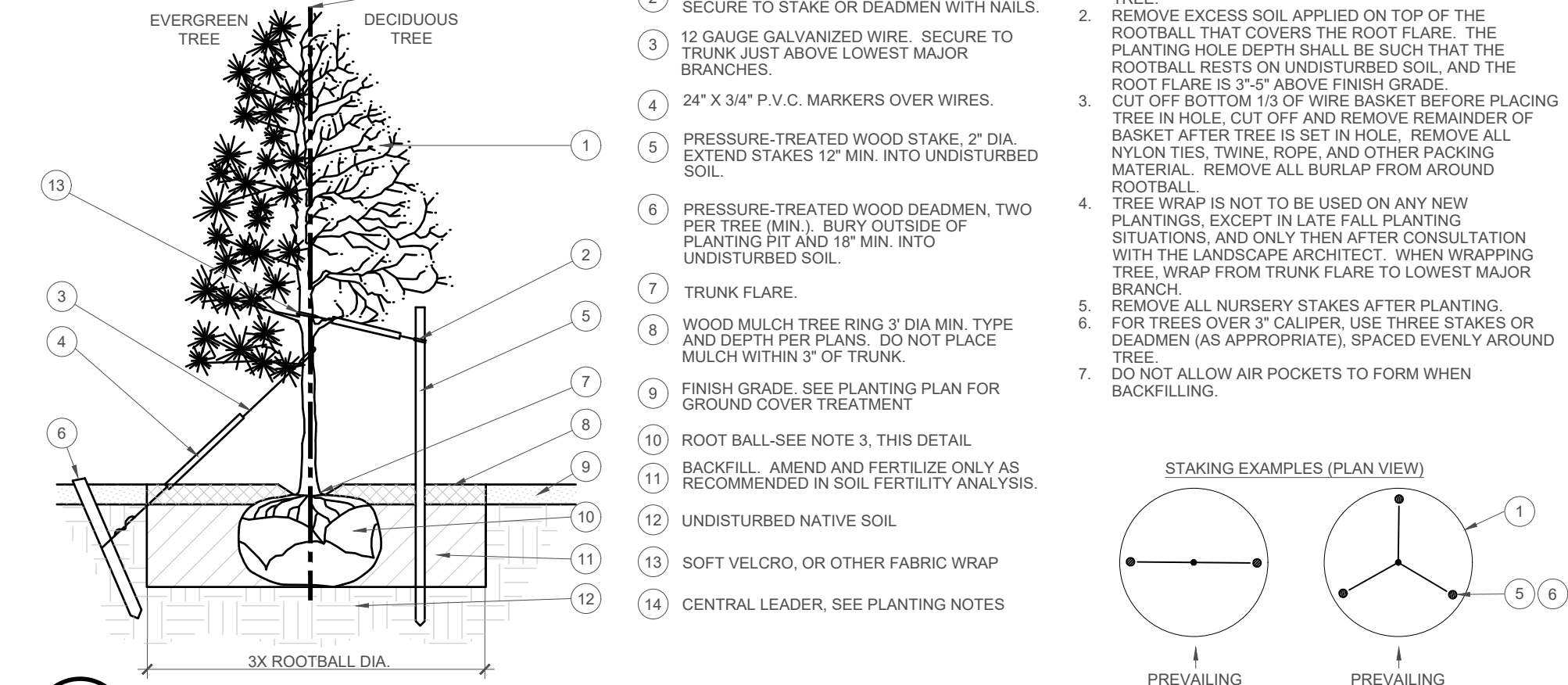
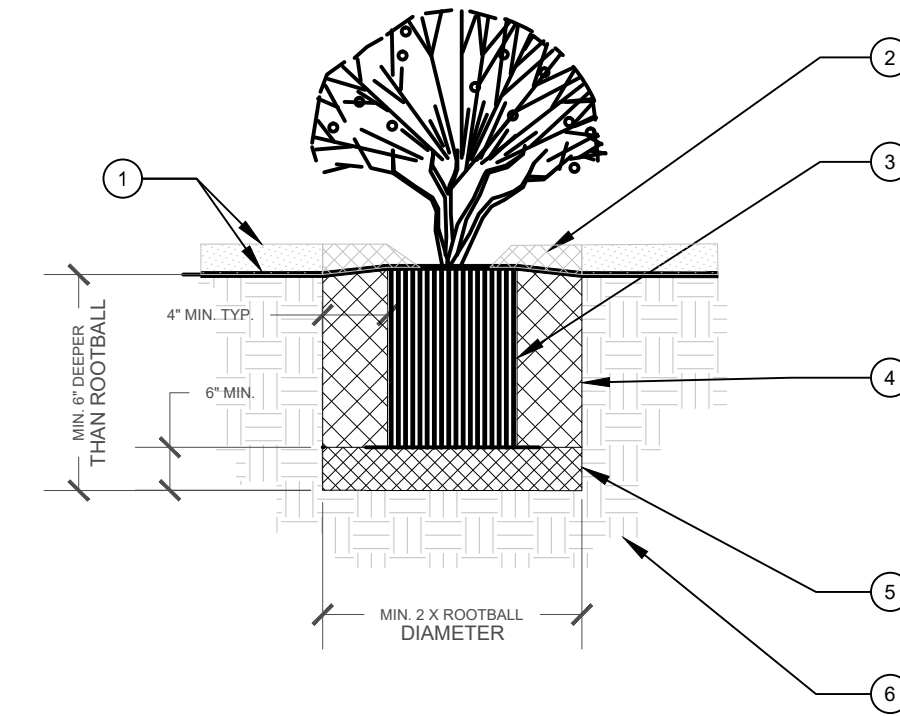
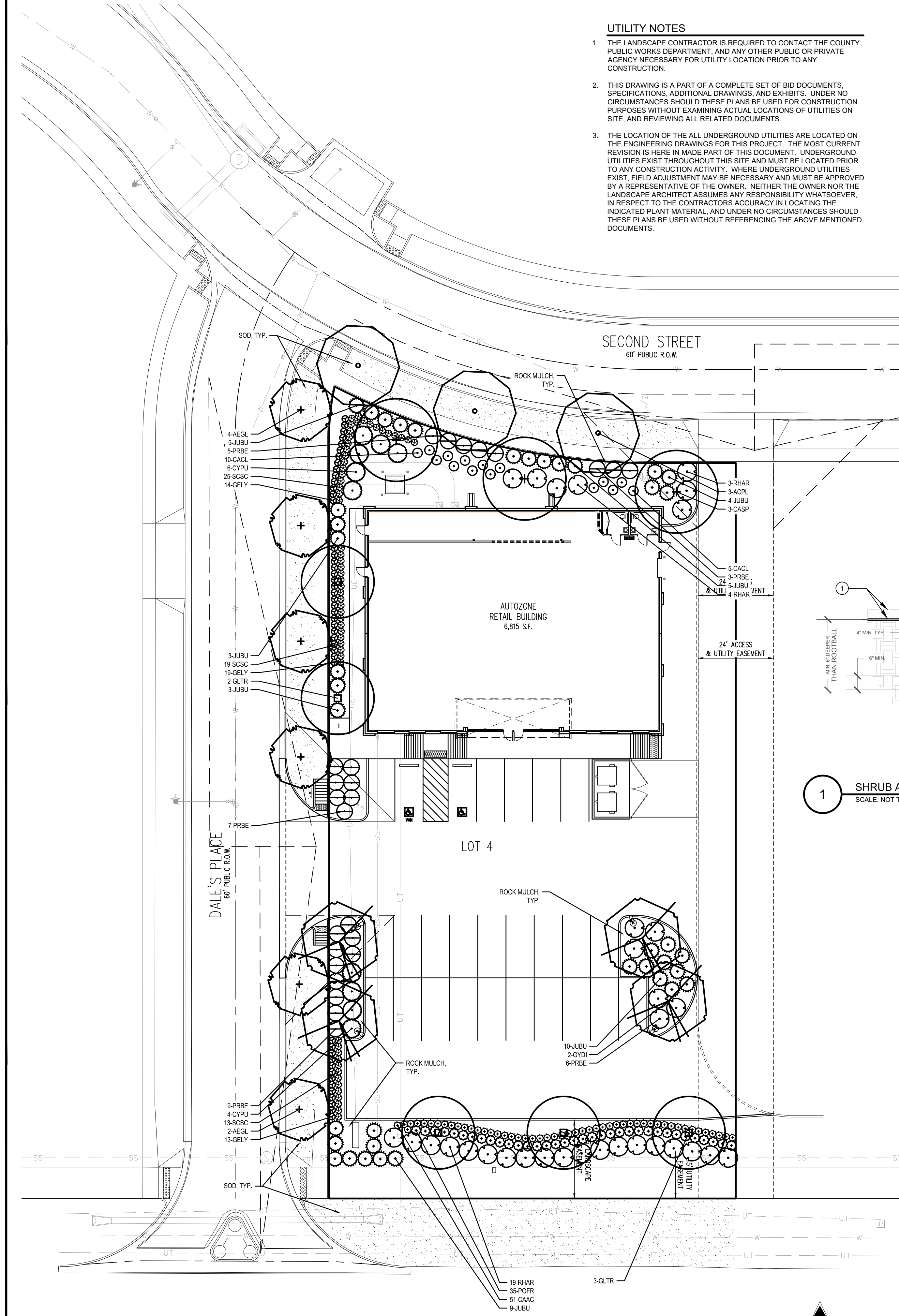
10	CYPU	CYTISUS PURGAN 'SPANISH GOLD'	SPANISH GOLD BROOM	#5 CONT. 18-24"	4'X6'	VL
39	JUSA	JUNIPERUS SABINA 'BUFFALO'	BUFFALO JUNPER	#5 CONT. 18-24"	12'X8'	VL

ORNAMENTAL GRASSES

51	CAAC	CALAMAGROSIS ACUTIFLORA KARL FOERSTER	FEATHER REED GRASS	#1 CONT.	5'X2'	L
57	SCSC	SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM	#1 CONT.	3'X2'	VL

MISCELLANEOUS

5,649 SF	FESCUE SOD	RTF (RHIZOMATOUS TALL FESCUE)	SOD		M
6,476 SF	ROCK COBBLE MULCH	2" 4" ROCK COBBLE MULCH WITH WOOD MULCH RING AROUND ALL PLANT MATERIAL, SEE PLANTING NOTES & DETAILS	MULCH		N/A
AS NEEDED	WOOD MULCH	DARK BROWN SHREDDED HARDWOOD MULCH	MULCH		N/A



PLANTING NOTES

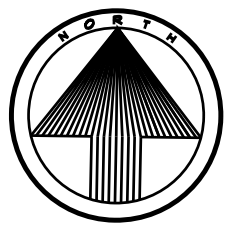
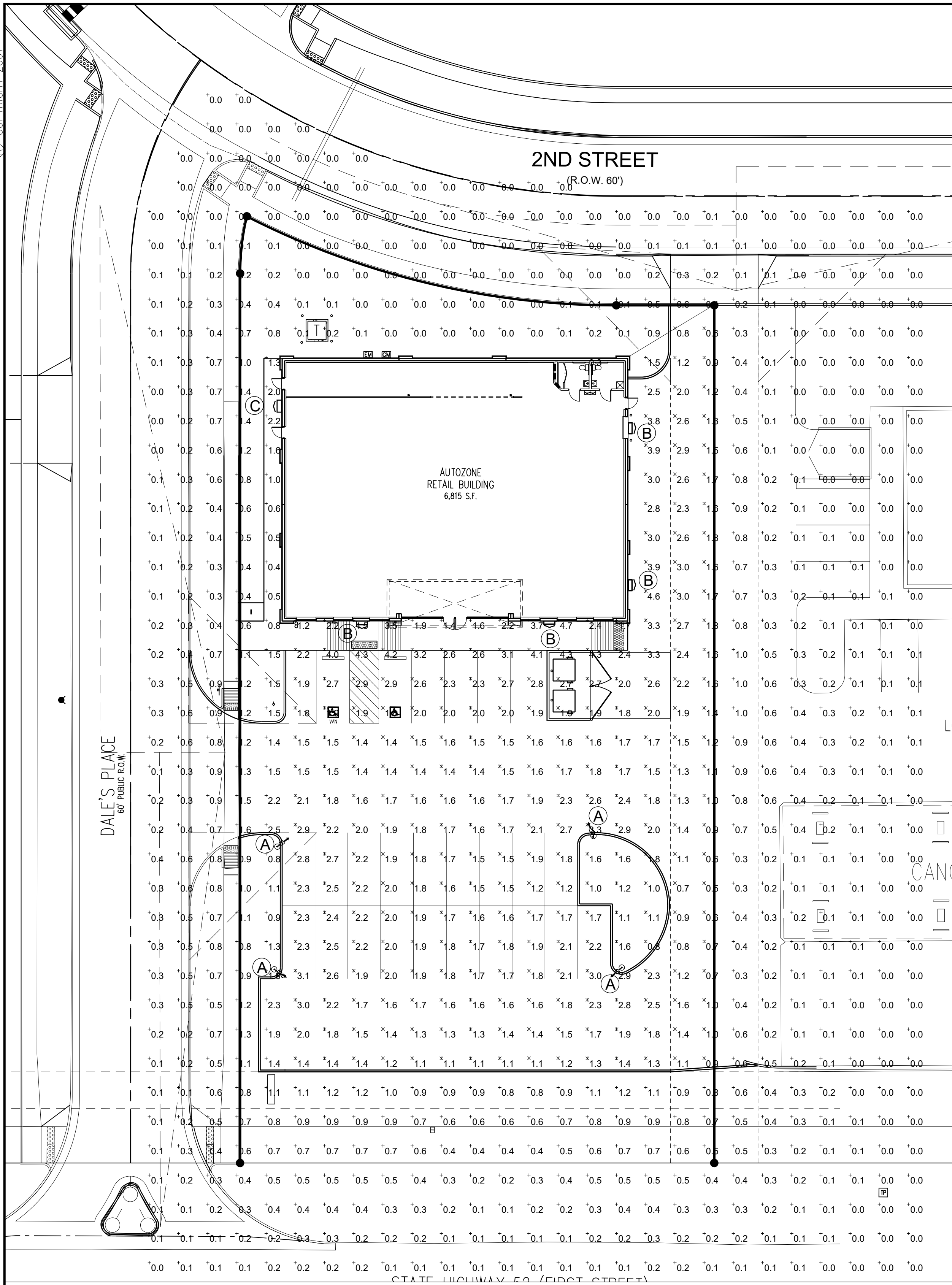
- GENERAL
- ALL WORK SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES, STANDARDS, AND SPECIFICATIONS.
- LANDSCAPE DESIGN IS DIAGRAMMATIC IN NATURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN TAKEOFFS AND QUANTITY CALCULATIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE LANDSCAPE LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN SHALL TAKE PRECEDENCE AND NOTIFY THE LANDSCAPE ARCHITECT OF THESE DISCREPANCIES. MINOR ADJUSTMENTS TO THE LANDSCAPE MATERIAL AND LOCATIONS MAY BE PROPOSED FOR CITY CONSIDERATION AT THE CONSTRUCTION DOCUMENT STAGE TO RESPOND TO MARKET AND FIELD CONDITIONS. HOWEVER, THERE SHALL BE NO REDUCTION IN THE NUMBER AND SIZE OF MATERIALS.
- CONTRACTOR SHALL MAKE HIMSELF AWARE OF THE LOCATIONS OF EXISTING AND PROPOSED UTILITIES, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE UTILITIES AND/OR ANY INJURY TO ANY PERSON. THIS DRAWING IS PART OF A COMPLETE SET OF CONTRACT DOCUMENTS. UNDER NO CIRCUMSTANCES SHOULD THIS PLAN BE USED FOR CONSTRUCTION PURPOSES WITHOUT EXAMINING ACTUAL LOCATIONS OF UTILITIES ON SITE AND REVIEW ALL RELATED PLANS AND DOCUMENTS.
- ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT.
- THE CONTRACTOR SHALL TAKE EXTREME CARE NOT TO DAMAGE ANY EXISTING PLANTS INDICATED AS "TO REMAIN". ANY SUCH PLANTS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH THE SAME SPECIES, SIZE, AND QUANTITY AT THE CONTRACTOR'S OWN EXPENSE, AND AS ACCEPTABLE TO THE OWNER. REFER TO THE TREE PROTECTION NOTES ON THE PLANS (AS APPLICABLE).
- LANDSCAPE CONTRACTOR SHALL EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE GENERAL CONTRACTOR IN WRITING OF UNSATISFACTORY CONDITIONS. IF SITE CONDITIONS OR PLANT AVAILABILITY REQUIRE CHANGES TO THE PLAN, THEN AN APPROVAL WILL BE OBTAINED FROM THE CITY. DO NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.
- ALL CONSTRUCTION DEBRIS AND MATERIAL SHALL BE REMOVED AND CLEANED OUT PRIOR TO INSTALLATION OF TOPSOIL, TREES, SHRUBS, AND TURF.
- FOR ALL INFORMATION ON SURFACE MATERIAL OF WALKS, DRIVES, AND PARKING LOTS, SEE THE SITE PLAN. SEE PHOTOMETRIC PLAN FOR FREE STANDING LIGHTING INFORMATION.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
- WINTER WATERING SHALL BE AT THE EXPENSE OF THE CONTRACTOR UNTIL SUCH TIME AS FINAL ACCEPTANCE IS RECEIVED.
- ALL LANDSCAPE CONSTRUCTION PRACTICES, WORKMANSHIP, AND ETHICS SHALL BE IN ACCORDANCE WITH INDUSTRY STANDARDS SET FORTH IN THE CONTRACTORS HANDBOOK PUBLISHED BY THE COLORADO LANDSCAPE CONTRACTORS ASSOCIATION.
- LANDSCAPE AND IRRIGATION WORK SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY.
- FINISH GRADING AND SOIL PREPARATION
- CONTRACTOR SHALL CONSTRUCT AND MAINTAIN FINISH GRADES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GEOTECHNICAL REPORT, THE GRADING PLANS, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.
- AFTER FINISH GRADES HAVE BEEN ESTABLISHED, IT IS RECOMMENDED THAT THE CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: GENERAL SOIL FERTILITY, PH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL. CONTRACTOR SHALL ALSO SUBMIT THE PROJECTS PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL MIXES, PRE-PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
- THE CONTRACTOR SHALL RECOMMEND INSTALLATION OF SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT FOR THE THE OWNER/OWNER'S REPRESENTATIVE CONSIDERATION.
- AT A MINIMUM, ALL TOPSOIL SHALL BE AMENDED WITH NITROGEN STABILIZED ORGANIC AMENDMENT COMPOST AT A RATE OF 5.0 CUBIC YARDS AND AMMONIUM PHOSPHATE 16-20-0 AT A RATE OF 15 POUNDS PER THOUSAND SQUARE FEET OF LANDSCAPE AREA. COMPOST SHALL BE MECHANICALLY INTEGRATED INTO THE TOP 6" OF SOIL BY MEANS OF ROTOTILLING AFTER

- CROSS-RIPPING. GROUND COVER & PERENNIAL BED AREAS SHALL BE AMENDED AT A RATE OF 8 CUBIC FEET PER THOUSAND SQUARE FEET OF NITROGEN STABILIZED ORGANIC AMENDMENT AND 10 LBS. OF 12-12-12 FERTILIZER PER CU. YD., ROTOTILLED TO A DEPTH OF 8". NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED FOR ORGANIC AMENDMENTS.
- PLANTING
- ALL DECIDUOUS TREES SHALL HAVE FULL, WELL-SHAPED HEADS/ALL EVERGREENS SHALL BE UNSHEARED AND FULL TO THE GROUND; UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
- ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT SHALL BE THE SOLE JUDGE AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
- ALL TREES SHALL BE GUYED AND WOOD STAKED AS PER DETAILS. NO "T-STAKES" SHALL BE USED FOR TREES.
- ALL PLANT MATERIALS SHALL BE TRUE TO TYPE, SIZE, SPECIES, QUALITY, AND FREE OF INJURY, BROKEN ROOT BALLS, PESTS, AND DISEASES, AS WELL AS CONFORM TO THE MINIMUM REQUIREMENTS DESCRIBED IN THE "AMERICAN STANDARD FOR NURSERY STOCK". FOLLOW GREENCO TREE PLANTING RECOMMENDATIONS FOR MINIMUM QUALITY REQUIREMENTS FOR TREES.
- ALL TREE AND SHRUB BED LOCATIONS ARE TO BE STAKED OUT ON SITE FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- ALL TREES PLANTED ADJACENT TO PUBLIC AND/OR PEDESTRIAN WALKWAYS SHALL BE PRUNED CLEAR OF ALL BRANCHES BETWEEN GROUND AND A HEIGHT OF EIGHT (8) FEET FOR THAT PORTION OF THE PLAN LOCATED OVER THE SIDEWALK AND/OR ROAD.
- ALL PLANT MATERIAL SHALL NOT BE PLANTED PRIOR TO INSTALLATION OF TOPSOIL.
- ALL PLANT BEDS SHALL BE CONTAINED WITH STEEL EDGER. STEEL EDGER IS NOT REQUIRED ALONG CURBS, WALKS OR BUILDING FOUNDATIONS. ALL EDGING SHALL OVERLAP AT JOINTS A MINIMUM OF 6-INCHES, AND SHALL BE FASTENED WITH A MINIMUM OF 4 PINS PER EACH FOOT SECTION. THE TOP OF ALL EDGING MATERIAL SHALL BE A ROLLED TOP AND 1/2 INCH ABOVE THE FINISHED GRADE OF ADJACENT LAWN OR MULCH AREAS. COLOR: GREEN.
- THE DEVELOPER, HIS SUCCESSOR, OR ASSIGNEE SHALL BE RESPONSIBLE FOR ESTABLISHING AND CONTINUING A REGULAR PROGRAM OF MAINTENANCE FOR ALL LANDSCAPED AREAS. SEE LANDSCAPE GUARANTEE AND MAINTENANCE NOTE.
- A 3-FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF ALL FIRE HYDRANTS.
- LANDSCAPE CONTRACTOR TO SUBMIT SAMPLES OF MISCELLANEOUS LANDSCAPING MATERIALS TO THE LANDSCAPE ARCHITECTS AND OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION, IE: MULCH, EDGER, LANDSCAPE FABRIC, ETC.
- MULCHING
- AFTER ALL PLANTING IS COMPLETE, THE CONTRACTOR SHALL INSTALL A MINIMUM 4" THICK LAYER OF MULCH AS SPECIFIED IN THE PLANTING LEGEND. INSTALL A 4" THICK RING OF DOUBLE SHREDDED CEDAR BARK MULCH AROUND ALL PLANT MATERIAL IN ROCK MULCH BEDS WHERE LANDSCAPING IS SHOWN ON THE PLANS. WOOD MULCH RING SIZE SHALL BE THE CONTAINER SIZE OF THE SHRUBS, PERENNIALS, AND ORNAMENTAL GRASSES. TREE RING SIZE SHALL BE GREEN INDUSTRIES OF COLORADO INDUSTRY STANDARD WIDTH.
- ALL MULCH SHALL BE HARVESTED IN A SUSTAINABLE MANNER FROM A LOCAL SOURCE.
- INSTALL DEWITT PRO-5 WEED BARRIER FABRIC UNDER ALL ROCK MULCH SHRUB BEDS SPECIFIED ON THE PLANS ONLY. NO LANDSCAPE FABRIC SHALL BE USED IN WOOD MULCH AREAS. NO PLASTIC WEED BARRIERS SHALL BE SPECIFIED.
- ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.
- AFTER ALL PLANTING AREAS WITH LESS THAN A 4:1 GRADIENT SHALL RECEIVE A LAYER OF MULCH. TYPE AND DEPTH PER PLANS. SUBMIT 1 CUBIC FOOT SAMPLE OF MULCH (ONE SAMPLE PER TYPE) TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL PLANTING AREAS EXCEPT SLOPES 4:1 OR STEEPER, OR AS OTHERWISE DENOTED ON THE PLAN. ABSOLUTELY NO EXPOSED GROUND SHALL REMAIN IN AREAS TO RECEIVE MULCH AFTER MULCH HAS BEEN INSTALLED.
- ALL PLANTING AREAS ON SLOPES OVER 4:1 SHALL RECEIVE COCONUT FIBER EROSION CONTROL NETTING FROM ROLLS. NETTING SHALL BE #CT-125, AS MANUFACTURED BY NORTH AMERICAN GREEN (OR EQUAL). INSTALL AND STAKE PER MANUFACTURER'S SPECIFICATIONS. SEE ALSO THE CIVIL ENGINEER'S EROSION CONTROL PLAN.

#	Date	Issue / Description	Init.
1	4/10/20	1ST SITE PLAN SUBMITTAL	JKG
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Project No:	ATZ000024
Drawn By:	SRA
Checked By:	DTT
Date:	APRIL 2020

LANDSCAPE PLAN



SCALE: 1" = 20'

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Stat Zone #1	X	1.9 fc	4.6 fc	0.5 fc	9.2:1	3.8:1

Schedule									
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Watts
○	A	4	Lithonia Lighting	DSX1 LED 300 700 40K T4M MVOLT	DSX1 LED with 30 LEDs @ 700 mA, 4000K, TYPE A-MEDIUM OPTICS	LED	1	DSX1_LED_300_700_4_4K_T4M_MVOLT.fas	68
□	B	4	Lithonia Lighting	DSXW1 LED 100 1000 40K T3M MVOLT	DSXW1 LED WITH (1) 10 LED LIGHT ENGINE, TYPE T3M OPTIC, 4000K, @ 1000mA	LED	1	DSXW1_LED_100_1000_40K_T3M_MVOLT.fas	38.8
□	C	1	Lithonia Lighting	DSXW1 LED 100 530 40K T3M MVOLT	DSXW1 LED WITH (1) 10 LED LIGHT ENGINE, TYPE T3M OPTIC, 4000K, @ 530mA	LED	1	DSXW1_LED_100_530_40K_T3M_MVOLT.fas	19.1



D-Series Size 1 LED Area Luminaire

Specifications
EPA: 1.2 (60°)
Length: 33"
Width: 13"
Height: 7-1/2"
Weight: 27 lbs

Introduction
The modern styling of the D-Series is striking yet understated - making a bold, progressive statement even as it blends seamlessly with its environment.
The D-Series distills the benefits of the latest in LED technology into a high performance, high efficiency, long life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing 100-400W metal halide in pedestrian and area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

Series	LEDs	Drive current	Color temperature	Distribution	Voltage	Mounting
DSX1 LED	Forward optics	530 - 530 mA	4000K - 4000K	T25 Type I Short	120V	Shipped included
	40K - 30 LEDs (two engines)	700 - 700 mA	4000K - 4000K	T25 Type I Short	120V	SPN Square pole mounting
	40K - 60 LEDs (two engines)	1000 - 1000 mA	4000K - 4000K	T25 Type I Short	120V	SPN Square pole mounting
	40K - 60 LEDs (two engines)	1000 - 1000 mA	4000K - 4000K	T25 Type I Short	120V	SPN Square pole universal mounting adaptor ¹
	40K - 60 LEDs (two engines)	1000 - 1000 mA	4000K - 4000K	T25 Type I Short	120V	SPN Square pole universal mounting adaptor ¹

Controls & Shields

Control options	Shipped installed	Other options	Finish
FEB NEMA two-lock receptacle only (no controls) ²	FEB NEMA two-lock receptacle only (no controls) ²	FEB NEMA two-lock receptacle only (no controls) ²	FEB NEMA two-lock receptacle only (no controls) ²
FEBS Five-wire receptacle only (no controls) ²	FEBS Five-wire receptacle only (no controls) ²	FEBS Five-wire receptacle only (no controls) ²	FEBS Five-wire receptacle only (no controls) ²
FEF Seven-wire receptacle only (no controls) ²	FEF Seven-wire receptacle only (no controls) ²	FEF Seven-wire receptacle only (no controls) ²	FEF Seven-wire receptacle only (no controls) ²
DWG 0-10V dimming driver (no controls) ³	DWG 0-10V dimming driver (no controls) ³	DWG 0-10V dimming driver (no controls) ³	DWG 0-10V dimming driver (no controls) ³
DOR Dimmer and controllable ballast (no controls) ⁴	DOR Dimmer and controllable ballast (no controls) ⁴	DOR Dimmer and controllable ballast (no controls) ⁴	DOR Dimmer and controllable ballast (no controls) ⁴
DC Dual switching ^{5,6}	DC Dual switching ^{5,6}	DC Dual switching ^{5,6}	DC Dual switching ^{5,6}
PR Motion sensor, 8-15' mounting height ⁷	PR Motion sensor, 8-15' mounting height ⁷	PR Motion sensor, 8-15' mounting height ⁷	PR Motion sensor, 8-15' mounting height ⁷

Accessories

Accessories	Shipped separately
WBA Wall bracket	WBA Wall bracket
SPN Square pole mounting	SPN Square pole mounting
SPN Square pole universal mounting adaptor ¹	SPN Square pole universal mounting adaptor ¹
SPN Square pole universal mounting adaptor ¹	SPN Square pole universal mounting adaptor ¹
SPN Square pole universal mounting adaptor ¹	SPN Square pole universal mounting adaptor ¹



D-Series Size 1 LED Wall Luminaire

Specifications
Width: 13-3/4"
Depth: 10"
Height: 6-3/8"

Introduction
The D-Series Wall luminaire is a stylish, fully integrated LED solution for building modern applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.
With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

Ordering Information

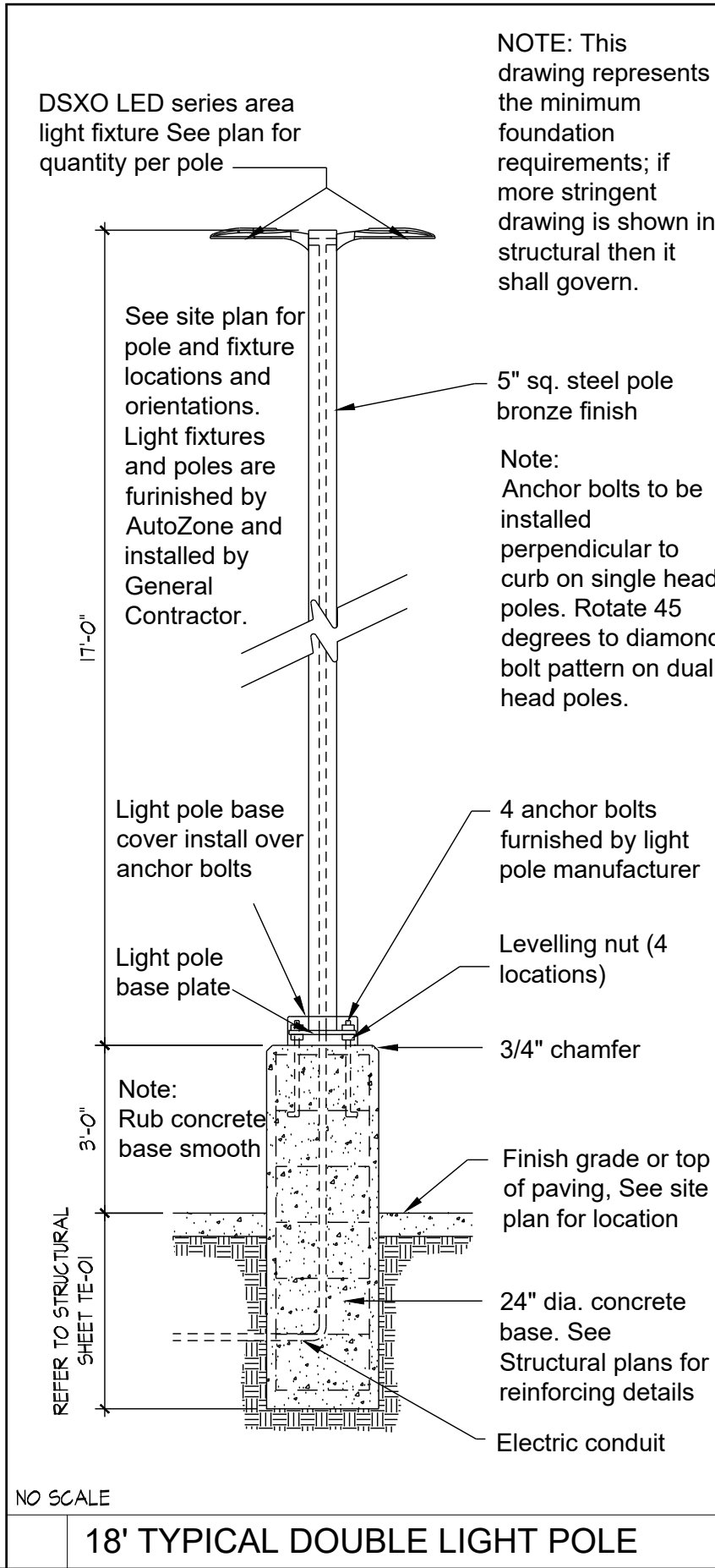
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	40K - 30 LEDs (two engines)	700 - 700 mA	4000K - 4000K	T25 Type I Short	120V	SPN Square pole mounting
	40K - 60 LEDs (two engines)	1000 - 1000 mA	4000K - 4000K	T25 Type I Short	120V	SPN Square pole mounting
	40K - 60 LEDs (two engines)	1000 - 1000 mA	4000K - 4000K	T25 Type I Short	120V	SPN Square pole universal mounting adaptor ¹
	40K - 60 LEDs (two engines)	1000 - 1000 mA	4000K - 4000K	T25 Type I Short	120V	SPN Square pole universal mounting adaptor ¹

Controls & Shields

Control options	Shipped installed	Other options	Finish
FEB NEMA two-lock receptacle only (no controls) ²	FEB NEMA two-lock receptacle only (no controls) ²	FEB NEMA two-lock receptacle only (no controls) ²	FEB NEMA two-lock receptacle only (no controls) ²
FEBS Five-wire receptacle only (no controls) ²	FEBS Five-wire receptacle only (no controls) ²	FEBS Five-wire receptacle only (no controls) ²	FEBS Five-wire receptacle only (no controls) ²
FEF Seven-wire receptacle only (no controls) ²	FEF Seven-wire receptacle only (no controls) ²	FEF Seven-wire receptacle only (no controls) ²	FEF Seven-wire receptacle only (no controls) ²
DWG 0-10V dimming driver (no controls) ³	DWG 0-10V dimming driver (no controls) ³	DWG 0-10V dimming driver (no controls) ³	DWG 0-10V dimming driver (no controls) ³
DOR Dimmer and controllable ballast (no controls) ⁴	DOR Dimmer and controllable ballast (no controls) ⁴	DOR Dimmer and controllable ballast (no controls) ⁴	DOR Dimmer and controllable ballast (no controls) ⁴
DC Dual switching ^{5,6}	DC Dual switching ^{5,6}	DC Dual switching ^{5,6}	DC Dual switching ^{5,6}
PR Motion sensor, 8-15' mounting height ⁷	PR Motion sensor, 8-15' mounting height ⁷	PR Motion sensor, 8-15' mounting height ⁷	PR Motion sensor, 8-15' mounting height ⁷

Accessories

Accessories	Shipped separately
WBA Wall bracket	WBA Wall bracket
SPN Square pole mounting	SPN Square pole mounting
SPN Square pole universal mounting adaptor ¹	SPN Square pole universal mounting adaptor ¹
SPN Square pole universal mounting adaptor ¹	SPN Square pole universal mounting adaptor ¹
SPN Square pole universal mounting adaptor ¹	SPN Square pole universal mounting adaptor ¹

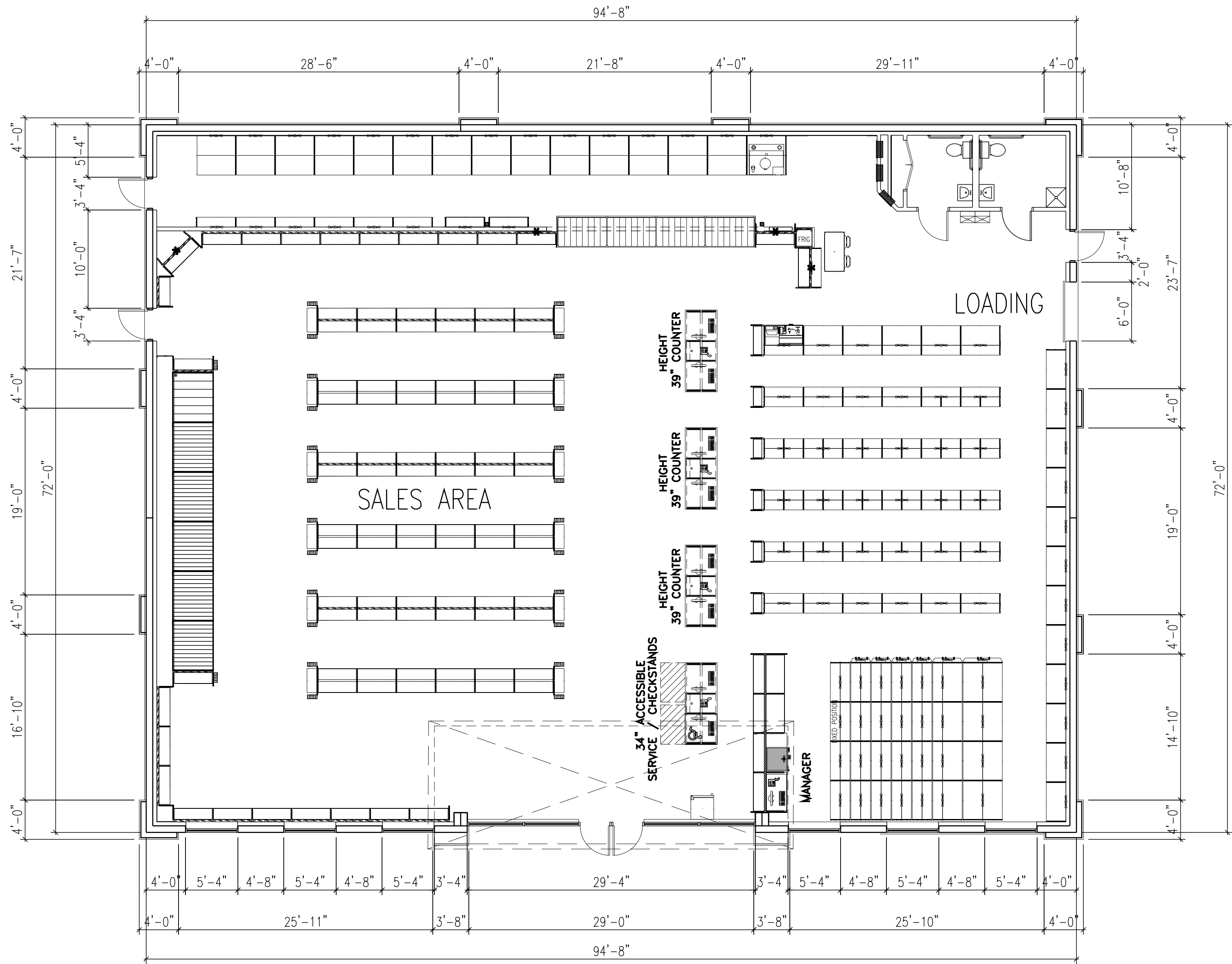


AutoZone Store No. 6051
ROLLIE AVE & 1ST STREET
FT. LUPTON CO 80621
PHOTOMETRIC PLAN

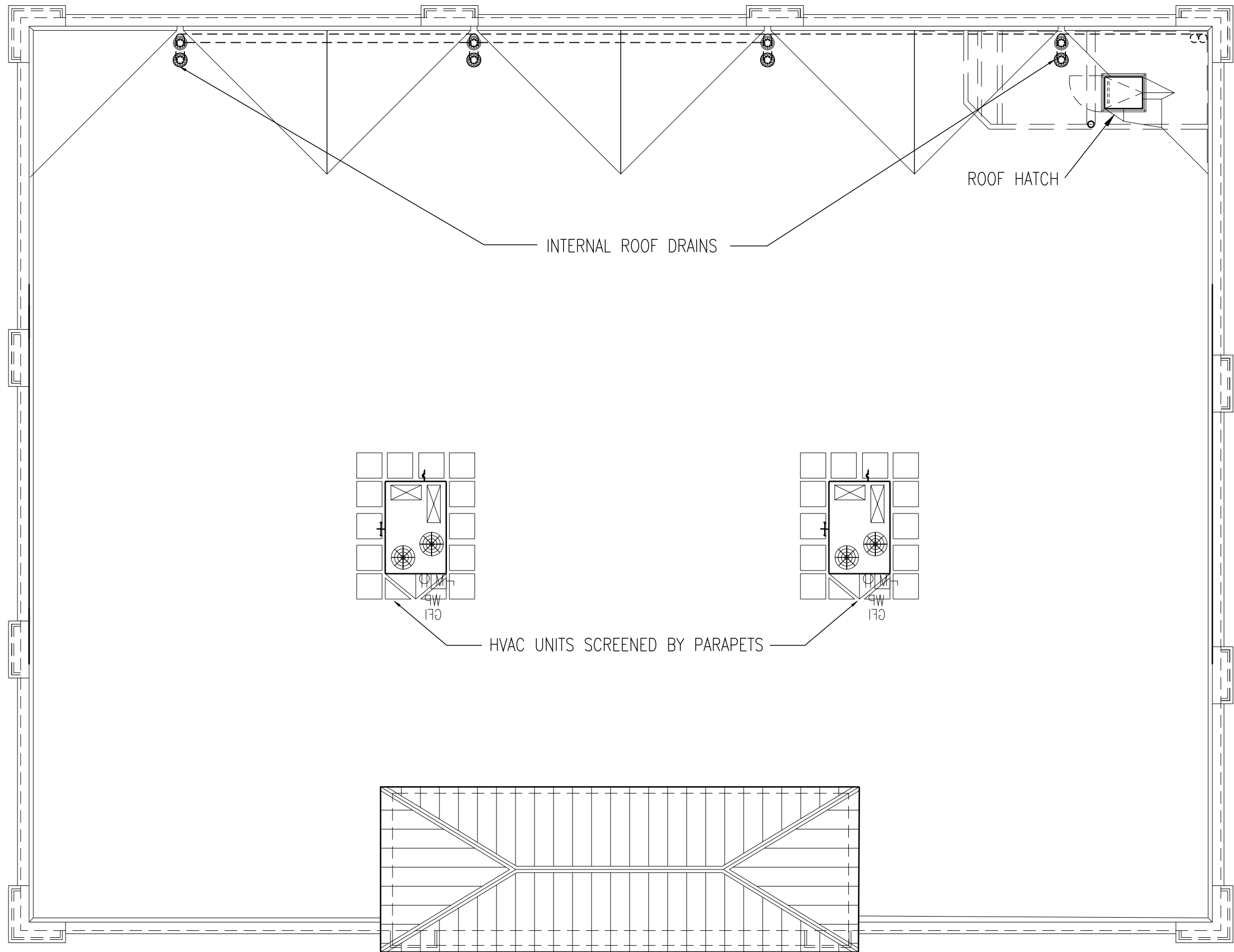
REVISIONS

1	2	3
4	5	6

07-27-20
7N2-R
PH1

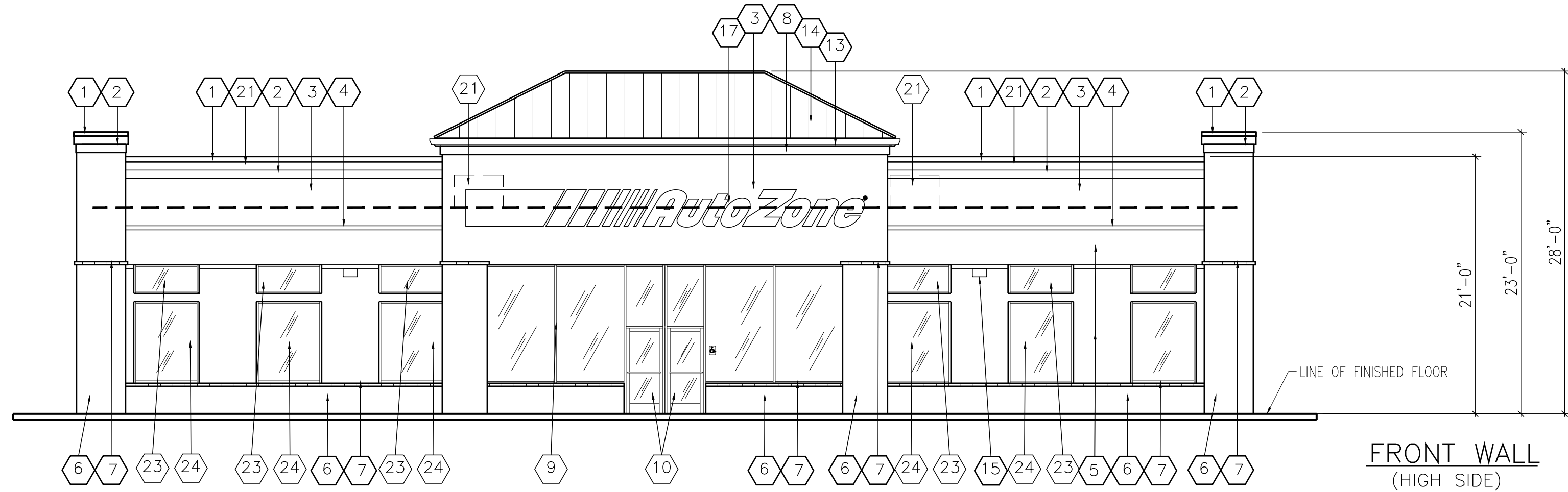


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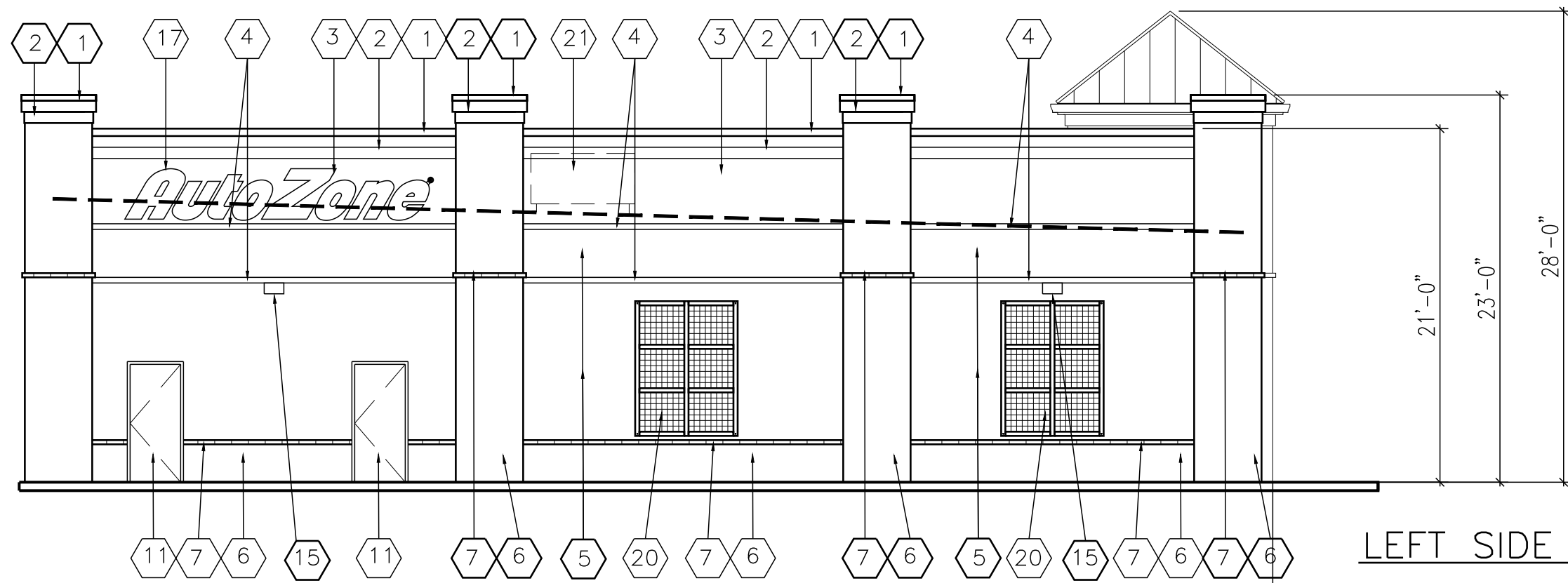


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Scale: 1/8"=1'-0"

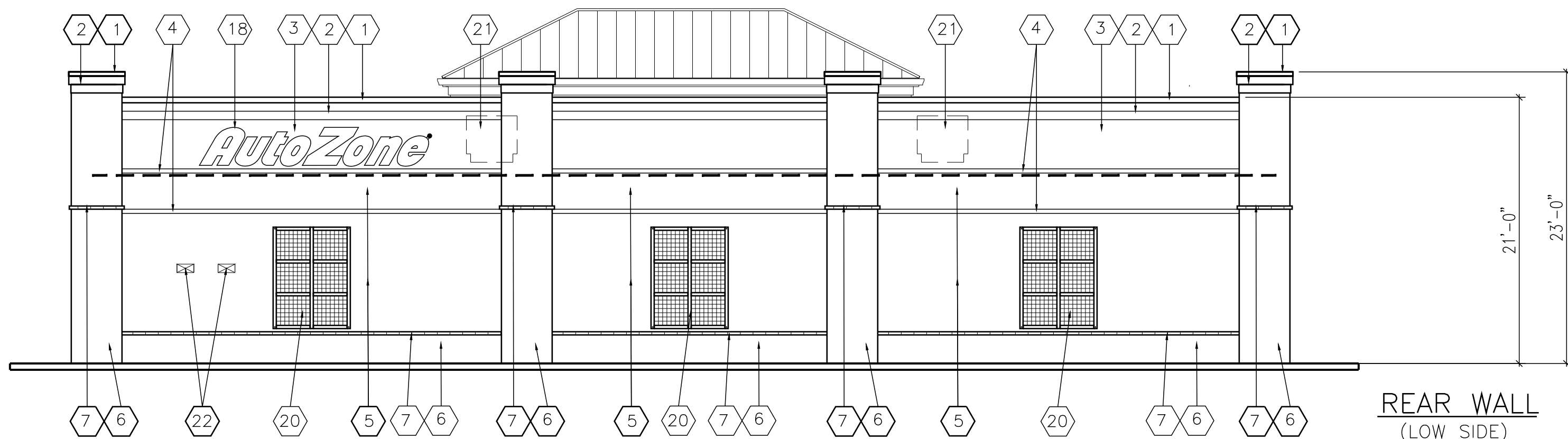
AutoZone Store No. 6051 ROLLIE AVE & 1ST STREET FORT LUPTON CO 80621 FLOOR PLAN / ROOF PLAN		REVISIONS			
		1	REV1	4	REV4
		2	REV2	5	REV5
		3	REV3	6	REV6
Architect: Phil Pecord 123 South Front Street Memphis, Tennessee 38103 TEL: 901-495-8714 FAX: (901) 495-8969 For Bidding & Contractor Information Contact: McGraw - Hill Construction Tel. 615-884-1017 www.construction.com		02/28/2020			
		65W2-R			
		PS1			



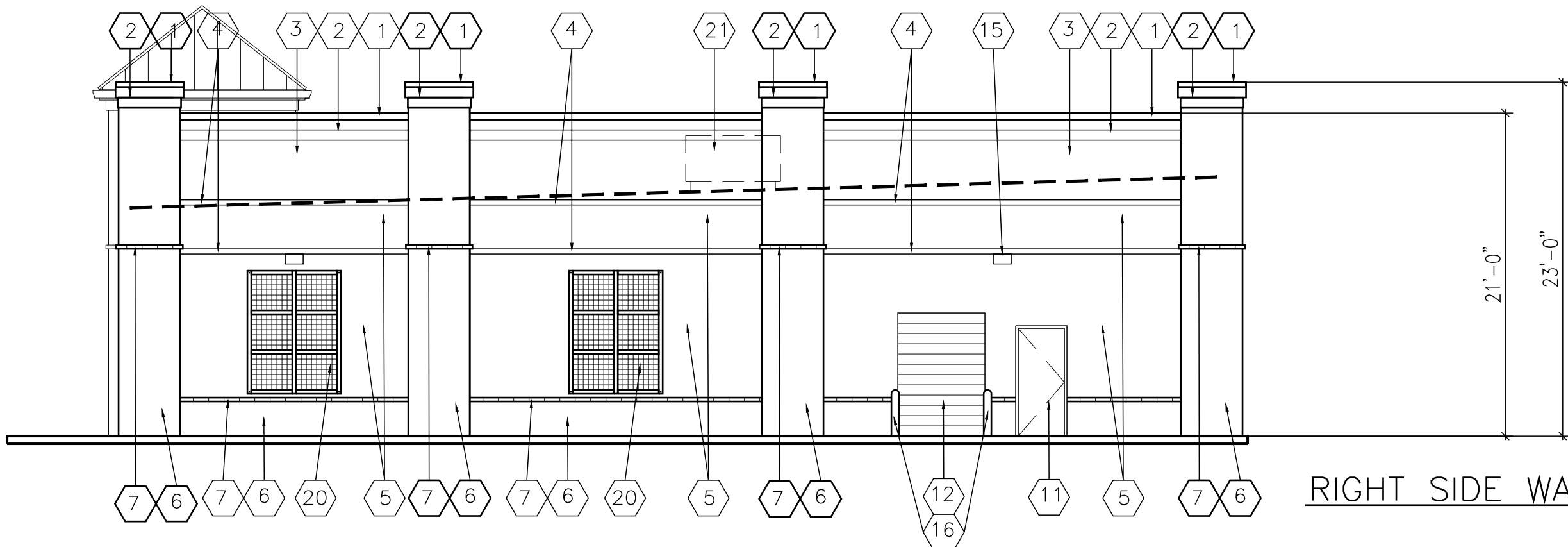
FRONT WALL
(HIGH SIDE)



LEFT SIDE WALL



REAR WALL
(LOW SIDE)



RIGHT SIDE WALL

- 1 ALUMINUM COPING: COLOR DARK BRONZE
- 2 CORNICE STUCCO FINISH - PAINT SW6091 RELIABLE WHITE
- 3 STUCCO FINISH - PAINT SW6091 RELIABLE WHITE
- 4 PROJECTIONS WITH STUCCO FINISH - PAINT SW6091 RELIABLE WHITE
- 5 STUCCO FINISH - PAINT SW6086 SAND DUNE
- 6 STONE VENEER
- 7 STONE VENEER SILL TO MATCH VENEER
- 8 FASCIA TRIM CEMENT FIBER BOARD PAINT 6091 RELIABLE WHITE
- 9 ALUMINUM STOREFRONT - DARK BRONZE ANODIZED FINISH
- 10 GLASS AND ALUMINUM DOORS - CLEAR ANODIZED FINISH
- 11 PAINT MAN DOOR & METAL FRAMES SW6086 SAND DUNE
- 12 DO NOT PAINT OVERHEAD DOOR PAINT ANGLES BLACK
- 13 ALUMINUM GUTTER PAINT 6091 RELIABLE WHITE
- 14 TEE PANEL METAL ROOFING - COLOR: DARK BRONZE
- 15 WALL MOUNTED LIGHT FIXTURE
- 16 PIPE GUARD WITH RED SLEEVE
- 17 FRONT WALL SIGN - 36" CHANNEL LETTERS W/ STRIPES
- 18 REAR WALL SIGN - 38" CHANNEL LETTERS
- 19 LEFT SIDE WALL SIGN - 38" CHANNEL LETTERS
- 20 METAL TRELLIS - COLOR BRONZE
- 21 HVAC UNITS SCREENED BY PARAPETS
- 22 TOILET WALL VENTS PAINT TO MATCH WALL
- 23 CLERESTORY WINDOW - EVERGREEN GLASS
- 24 FAUX WINDOW - OPAQUE BLACK GLASS

AWN01N

2 ELEVATION KEY NOTES

REVISIONS			
REV	DATE	DESCRIPTION	BY
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2	REV2		5
3	REV3		6

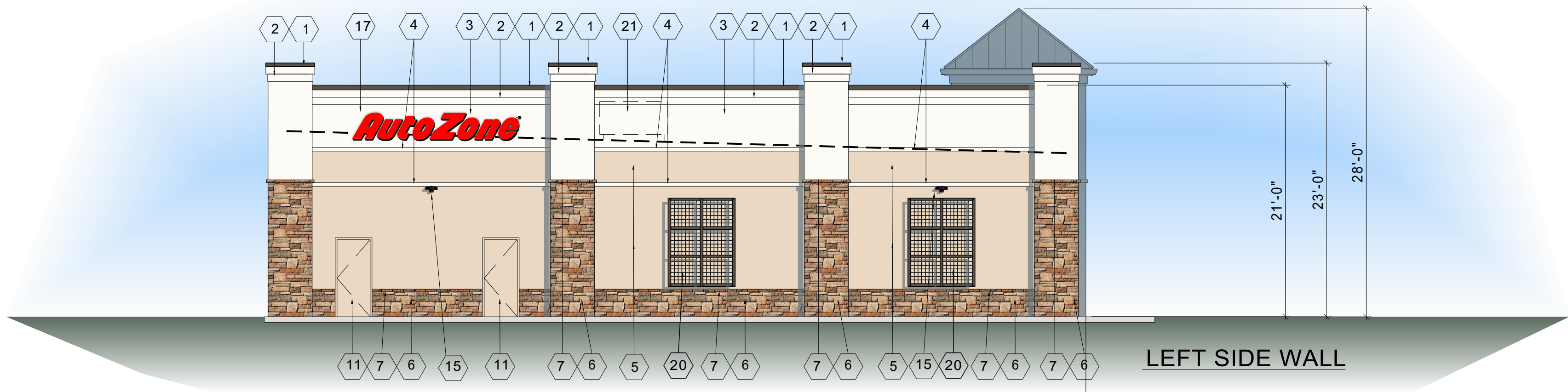
AutoZone Store No. 6051	CO	80621
ROLLIE AVE & 1ST STREET		
FORT LUPTON		
EXTERIOR ELEVATIONS AND NOTES		

Architect: Phil Pecord 123 South Front Street Memphis, Tennessee 38103 TEL: 901-495-8714 FAX: (901) 495-8969 For Bidding & Contractor Information Contact: McGraw - Hill Construction Tel. 615-884-1017 www.construction.com
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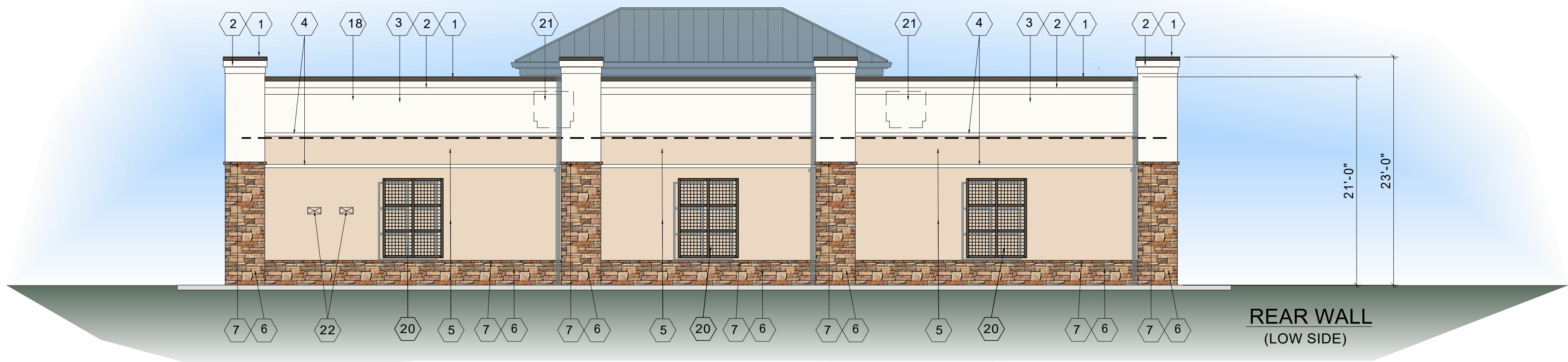
02/28/2020
65W2-R
PS2



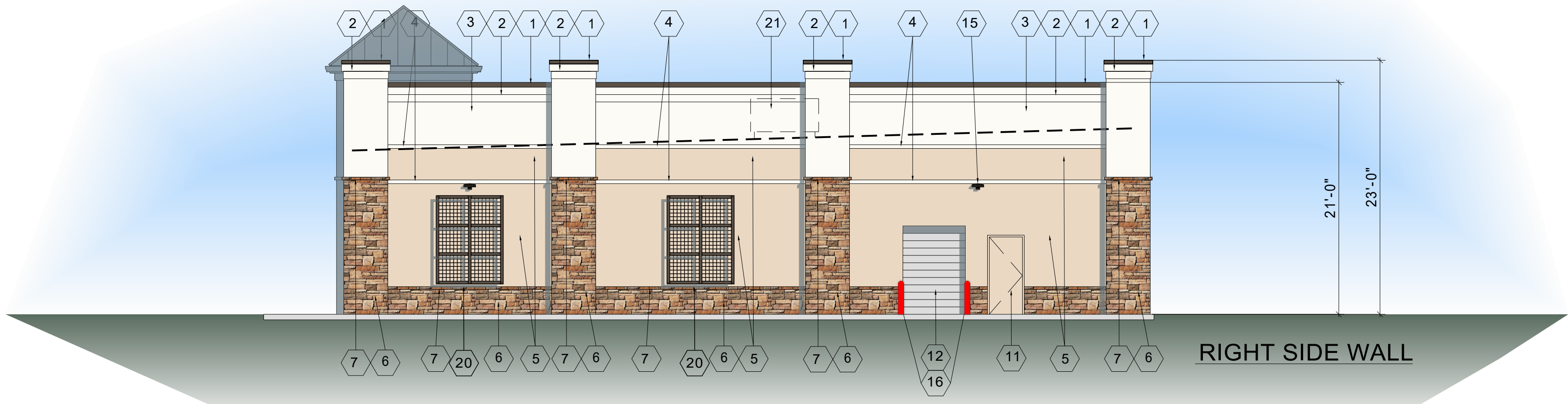
FRONT WALL
(HIGH SIDE)



LEFT SIDE WALL



REAR WALL
(LOW SIDE)



RIGHT SIDE WALL

- 1 ALUMINUM COPING: COLOR DARK BRONZE
- 2 CORNICE STUCCO FINISH - PAINT SW6091 RELIABLE WHITE
- 3 STUCCO FINISH - PAINT SW6091 RELIABLE WHITE
- 4 PROJECTIONS WITH STUCCO FINISH - PAINT SW6091 RELIABLE WHITE
- 5 STUCCO FINISH - PAINT SW6086 SAND DUNE
- 6 STONE VENEER - COUNTRY LEDGESTONE - CARMEL
- 7 STONE VENEER SILL TO MATCH VENEER
- 8 FASCIA TRIM CEMENT FIBER BOARD PAINT 6091 RELIABLE WHITE
- 9 ALUMINUM STOREFRONT - DARK BRONZE ANODIZED FINISH
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- 24 FAUX WINDOW - OPAQUE BLACK GLASS

2 ELEVATION KEY NOTES

REVISIONS			
REV	DATE	DESCRIPTION	BY
1	REV1		4
2	REV2		5
3	REV3		6

AutoZone Store No. 6051
ROLLIE AVE & 1ST STREET
FORT LUPTON CO 80621
COLOR ELEVATIONS AND NOTES

Architect: Phil Record
123 South Front Street
Memphis, Tennessee 38103
TEL: 901-495-8714 FAX: (901) 495-8969
For Bidding & Contractor Information Contact:
McGraw - Hill Construction Tel. 615-884-1017
www.construction.com

02/28/2020

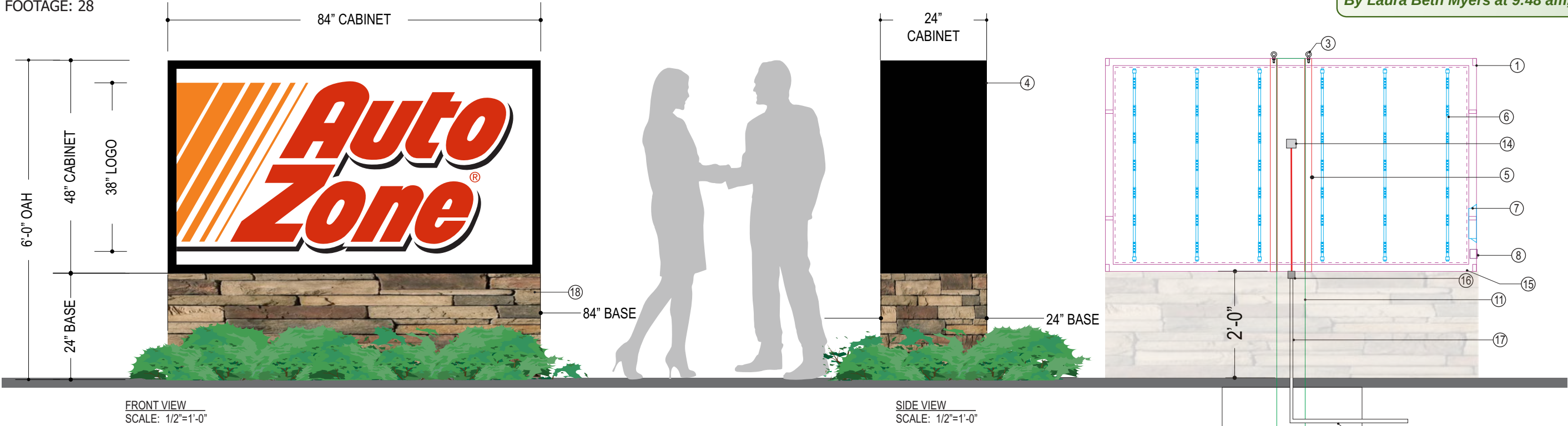
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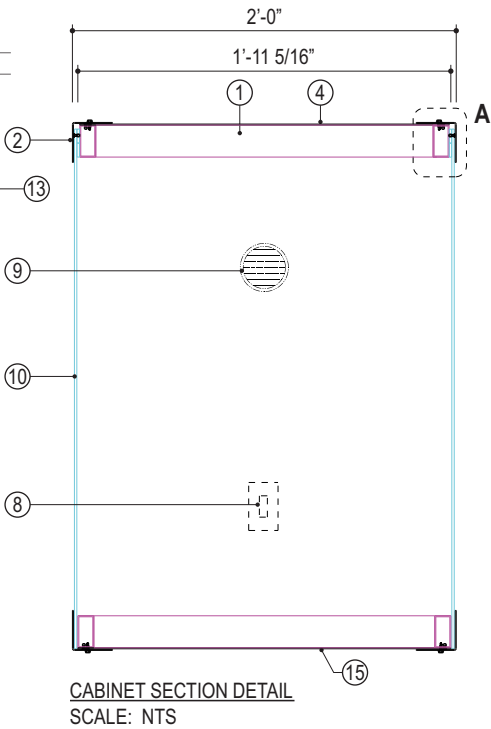
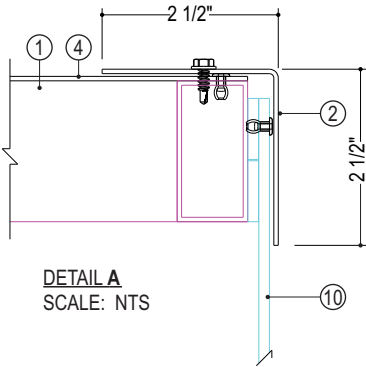
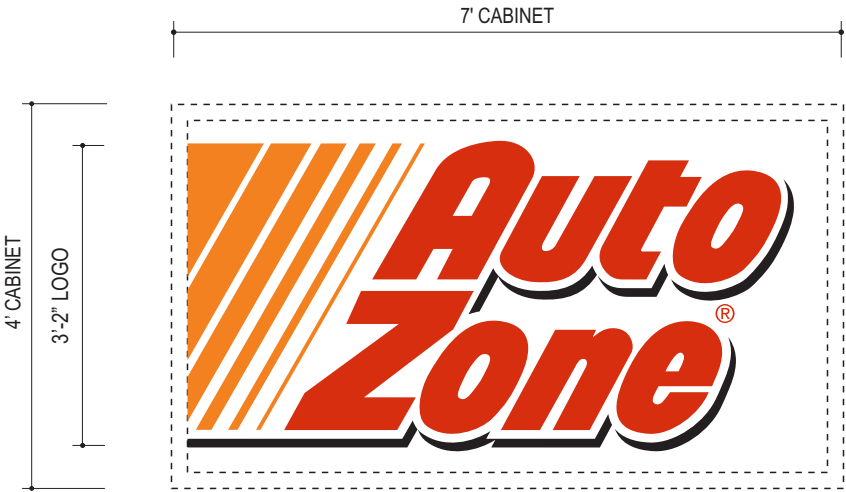
D/F INTERNALLY ILLUMINATED MONUMENT (Qty 1) AZ2FS48-84-24L

SQUARE FOOTAGE: 28

APPROVED
By Laura Beth Myers at 9:48 am, Apr 13, 2020



- SPECIFICATIONS**
- 1. 1" x 2" x .125" ALUMINUM TUBE FRAME / WELDED CONSTRUCTION
 - 2. 2 1/2" FORMED .063" PRE-FINISHED BLACK/WHITE ALUMINUM RETAINER FASTENED TO CABINET w/ #8 x 1/2" LG HEX WASHER HEAD TEK SCREWS
 - 3. (2) 1/2" LIFTING EYES
 - 4. .063" PRE-FINISHED BLACK/WHITE ALUMINUM RETURNS FASTENED TO CABINET w/ 1/8" POP RIVETS
 - 5. 1 3/4" x 1 3/4" x 1/8" STEEL ANGLE ADJUSTABLE SADDLE MOUNT SYSTEM
 - 6. INTERNALLY ILLUMINATED w/ GE LED STICKS
 - 7. POWER SUPPLY LOCATED INSIDE CABINET
 - 8. UL APPROVED DISCONNECT SWITCH ON CABINET / 20AMP/120VOLT
 - 9. 4" ROUND ALUMINUM VENT / BOTH ENDS OF CABINET
 - 10. .150" WHITE LEXAN FACES w/ HANG BARS / FIRST SURFACE APPLIED 3M TRANSLUCENT VINYL GRAPHICS V-1, V-2, V-3
 - 11. REFER TO ENGINEERING FOR STEEL SUPPORT REQUIREMENTS / PORTION OF POLE INSIDE CABINET TO BE PAINTED P-1
 - 12. 3/4" PVC CONDUIT w/ PRIMARY ELECTRICAL WIRING BELOW GRADE PER LOCAL CODE / N.I.C. BY OTHERS
 - 13. CONCRETE FOOTING / REFER TO ENGINEERING FOR POLE EMBEDMENT SPECIFICATION AND FOOTING REQUIREMENTS
 - 14. ELECTRICAL HAND HOLE
 - 15. DRAIN HOLES / MINIMUM 4 REQUIRED
 - 16. MULTI-TAP FIXTURES TO ACCOMMODATE ELECTRICAL EXISTING ON SITE
 - 17. CONDUIT EXPOSED / NO HOLE REQUIRED BELOW GRADE
 - 18. CMU BLOCK BASE CULTURED STONE BY BORAL- CHARDONNARY COUNTRY LEDGESTONE/ BY OTHERS



NOTES

- STANDARD CABINET DEPTH IS 24" / TO BE ADJUSTED AS NEEDED PER ENGINEERING

- FINISHES:**
- P-1 RUSTOLEUM 20-9109 WHITE PRIMER
 - P-6 SW 6086, SAND DUNE
 - P-7 SW 6091 RELIABLE WHITE
 - P-8 GLOSS BLACK
 - V-1 SIGN TECH (ARLON) 2500-2119 ORANGE CAST FLEX VINYL
 - V-2 SIGN TECH (ARLON) 2500-22 BLACK CAST FLEX VINYL
 - V-3 SIGN TECH (ARLON) 2500-2662 RED CAST FLEX VINYL
 - F-1 CULTURED STONE BY BORAL- CHARDONNARY COUNTRY LEDGESTONE

VARIABLES							
SIZE	FINISHED SIZE	V.O.	CORNERS	AMPS	CIRCUITS	ILLUMINATION	POWER SUPPLIES
28 SQ FT	4'-0" x 7'-0"	3'-8" x 6'-8"	SQUARE	1.10	120V (1) 20 AMP CIRCUIT	(6) GE LED TETRA STICKS	(1) GE 24V-100W POWER SUPPLY

JONES SIGN Your Vision. Accomplished. WWW.JONESSIGN.COM	JOB #: 243407-R0 DATE: 04.10.2020 DESIGNER:Manideep SALES REP: MB PROJ MGR:S.Tisler	REV. DATE BY DESCRIPTION	CLIENT APPROVAL DATE		Site # 5966 Quebec Street, Commerce City, CO 80022	SHEET NUMBER 1.0
		1 00.00.00 XX XXXX	LANDLORD APPROVAL DATE		DESIGN PHASE:CONCEPTUAL	
		2 00.00.00 XX XXXX	QC			
		3 00.00.00 XX XXXX				
		4 00.00.00 XX XXXX				
		5 00.00.00 XX XXXX				
		6 00.00.00 XX XXXX				
		7 00.00.00 XX XXXX				
		8 00.00.00 XX XXXX				
		9 00.00.00 XX XXXX				
		10 00.00.00 XX XXXX				

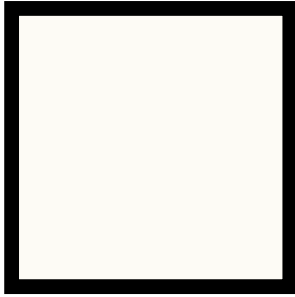
Color / Material Samples For :

Store # 6051

Address: NEQ ROLLE AVE & 1ST STREET
FORT LUPTON, CO 80621

Paint Sample Color

SW 6091 "Reliable White" (refer to elev.)



- stucco

Material Sample Color

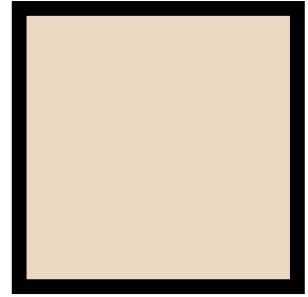
Mfg: Metal Era
Color: "Dark Bronze"



- standing seam metal roof
- storefront
- aluminum coping
- metal trellis

Paint Sample Color

SW 6086 "Sand Dune" (refer to elev.)



- stucco
- man door and trim

Stone Sample

Mfg: Cultured Stone by Boral
Color: Country Ledgestone - caramel





2301 Blake Street,
Denver, CO 80205
303-222-0077
WellsandAssociates.com

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MEMORANDUM

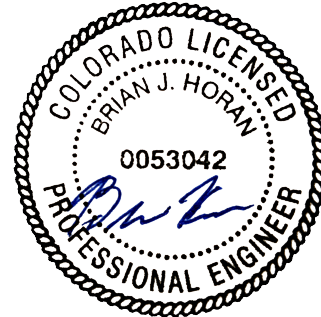
To: Jessica Greenough, P.E.
Galloway

From: Brian J. Horan, P.E.

Re: AutoZone – Fort Lupton

Subject: Traffic Conformance Study

Date: May 1, 2020



INTRODUCTION

This memorandum provides the results of a traffic conformance analysis performed in support of the AutoZone - Lot 4, Vincent's East Addition 3rd Filing Second Amended Subdivision Site Plan development in the Fort Lupton, Colorado.

The subject site is located north of 1st Street and east of Rollie Avenue, is currently undeveloped and is part of the larger Vincent Village development, specifically Lot 4. The site location is shown on Figure 1.

A Traffic Impact Study (TIS) was performed for Vincent Village by Wilson & Company dated December 2018. The TIS analyzed Vincent Village as $\pm 74,810$ square feet (SF) of Specialty Retail and $\pm 15,510$ SF of restaurant use. Excerpts from the Vincent Village TIS are included as Attachment I.

The Applicant, AutoZone, proposes to construct a $\pm 7,372$ SF automobile parts sales store on Lot 4 of the Vincent Village Development. A full-sized copy of the site plan is provided as Attachment II and a reduction is provided as Figure 2. As previously noted, the previously completed TIS contemplated a total of $\pm 74,810$ SF of retail uses. The following comparative analysis purpose is to evaluate the traffic generated by currently proposed AutoZone in comparison to the previously studied retail development assumptions as well as to the overall Vincent Village development and the associated roadway improvements.

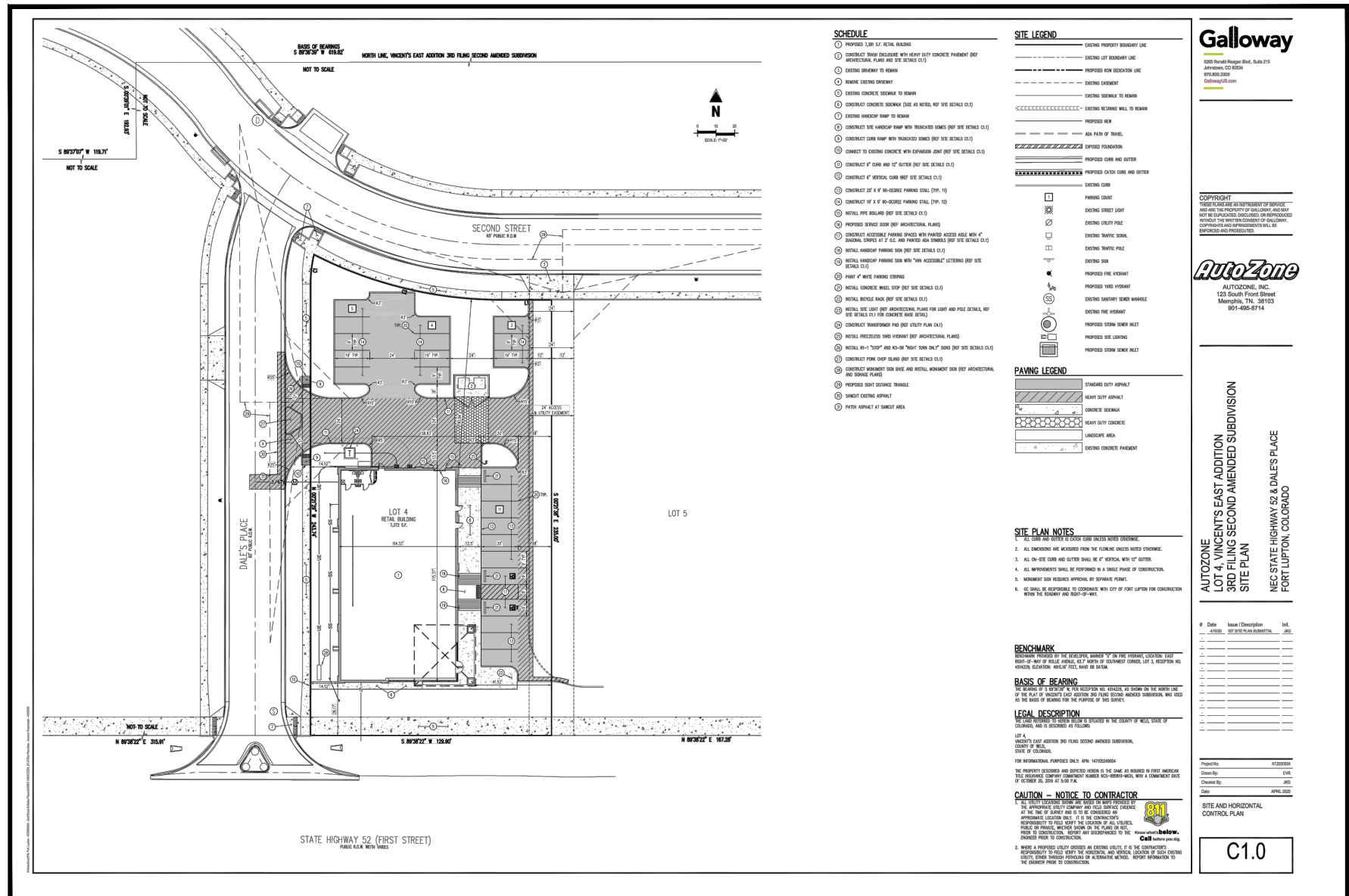


Figure 1
Study Location

 Site Boundary



NORTH
AutoZone
Fort Lupton, Colorado



Galloway

1000 South Platte Street, Suite 210
 Fort Lupton, CO 80602
 970.808.3200
 Galloway@Galloway.com

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AutoZone

AUTOTZONE, INC.
 123 South Front Street
 Memphis, TN 38103
 901-495-8714

AUTOZONE
AUTOZONE'S EAST ADDITION
3RD FILING SECOND AMENDED SUBDIVISION
SITE PLAN
NEC STATE HIGHWAY 52 & DALE'S PLACE
FORT LUPTON, COLORADO

#	Date	Issue / Description	Int.
1	4/20/20	1ST SITE PLAN SUBMITTAL	JMS
2			
3			
4			
5			
6			
7			
8			
9			
10			

Project No. 1000000000
Drawn By: JMS
Checked By: JMS
Date: APRIL 2020

SITE AND HORIZONTAL CONTROL PLAN

C1.0

Figure 2
Proposed Site Plan



NORTH
AutoZone
Fort Lupton, Colorado



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VICENT VILLAGE TIS

The aforementioned Vincent Village TIS is dated December 2018 and contemplates ±74,810 square feet (SF) of retail space as well as ±15,510 SF of restaurant use. Specifically, the TIS designated 8,400 SF of retail space for Lot 4.

The TIS trip generation estimates for the above development program were based on rates/equations published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition, and methodologies published in the ITE *Trip Generation Handbook*, 2nd Edition. The TIS trip generation estimates for Lot 4 are reproduced herein as Table 1. As shown in Table 1, the TIS estimates the Lot 4 to generate:

- 27 weekday AM peak hour trips (15 inbound, 12 outbound),
- 57 weekday PM peak hour trips (30 inbound, 27 outbound), and
- 533 weekday average daily trips

The TIS provided recommendations for a number of improvements with the full development of the site. These recommendations include:

- Re-stripe the 1st Street/Hwy 52 center median with an eastbound left-turn only deceleration lane at the easterly site driveway to support access to the Vincent Village development. This action will create a new $\frac{3}{4}$ Intersection opposing the $\frac{3}{4}$ Intersection providing access to the Safeway Shopping Center on the south side of 1st Street. A physical, triangular island will need to be constructed to prohibit exiting left turns from Vincent Village and ensure separation of opposing traffic movements.
- Optimize the signal timing at the 1st Street/Hwy 52 & Rollie Avenue intersection to accommodate additional turning movements associated with access to Vincent Village via Rollie Avenue.
- Prior to Year 2039, widening of 1st Street/Hwy 52 will be required by others to accommodate background traffic due to regional growth. Corridor improvements identified by NFRMPO and DRCOG planning documents call for the corridor to be widened to a four-lane arterial roadway, which was assumed to be constructed by 2039.
- In conjunction with the widening of 1st Street/Hwy 52, the City should consider construction of a southbound left turn lane at the intersection of 1st Street/Hwy 52 & Rollie Avenue to provide additional capacity for background traffic growth at this location.

Table 1
Fort Lupton AutoZone
Proposed Uses Trip Generation⁽¹⁾ - Peak Hour of Adjacent Street

Scenario	Land Use Code	Amount	Units	AM Peak Hour			PM Peak Hour			Average Daily Trips
				In	Out	Total	In	Out	Total	
<u>Approved</u>										
Specialty Retail (Variety Store)	814	8,400	GSF	15	12	27	30	27	57	533
<u>Proposed</u>										
Automobile Parts Sales	843	7,372	GSF	<u>10</u>	<u>9</u>	<u>19</u>	<u>17</u>	<u>19</u>	<u>36</u>	<u>408</u>
<i>Difference (Proposed minus Approved)</i>				-5	-3	-8	-13	-8	-21	-125

Note(s):

(1) Trip generation based on the Institute of Transportation Engineers' Trip Generation Manual, 10th Edition.



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MEMORANDUM

PROPOSED DEVELOPMENT TRIP GENERATION AND DISTRIBUTION COMPARISON

As mentioned previously, the Applicant proposes to construct a $\pm 7,372$ SF automobile parts sales on Lot 4 of the Vincent Village development. Additionally, the Applicant is not proposing to modify the proposed access locations or operations as previously approved. This includes constructing the physical triangular island to create the $\frac{3}{4}$ intersection as recommended.

The proposed AutoZone trip generation estimates were based on rates/equations published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition, and methodologies published in the ITE *Trip Generation Handbook*, 2nd Edition. The AutoZone trip generation estimates for Lot 4 are shown in Table 1. As shown in Table 1, the proposed AutoZone is forecasted to generate:

- 19 weekday AM peak hour trips (10 inbound, 9 outbound),
- 36 weekday PM peak hour trips (17 inbound, 19 outbound), and
- 408 weekday average daily trips

As shown in Table 1, the proposed AutoZone would represent a 8 weekday AM peak hour trip decrease (or 30% decrease), 21 weekday PM peak hour trip decrease (or 37% decrease) and a 125 weekday average daily trip decrease (or 23% decrease) from the TIS assumed development for Lot 4.

CONCLUSIONS

The conclusions of this comparative analysis are as follows:

1. The subject site was part of the Vincent Village development, specifically Lot 4, in Fort Lupton, Colorado.
2. According to the approved traffic impact study prepared by Wilson & Company, dated December 2018, Lot 4 was proposed to be developed with 8,400 SF of retail use.
3. AutoZone seeks approval to develop $\pm 7,372$ SF of automobile parts sales on Lot 4.
4. According to ITE Trip Generation rates, consistent with the approved TIS, the proposed development would generate 125 **FEWER** average daily trips than what was contemplated in the approved TIS.



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5. Based on the trip generation comparison contained herein, the decrease in trip generation with the proposed AutoZone development would not significantly impact the conclusions of the approved Vincent Village TIS. It is reasonable to assume that the decrease in trips will show improved operations over those that were shown in the approved TIS. The traffic impacts associated with the proposed use would be adequately accommodated by the constructed road network without the need for additional improvements.

We trust that the information contained herein supports the proposed site plan. If you have any questions or need further information, please contact Brian Horan at bjhoran@wellsandassociates.com or 303-222-0077.



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MEMORANDUM

Attachment I
Vincent Village Traffic Impact Study
Wilson & Company dated December 2018 excerpts

TRAFFIC IMPACT STUDY



Prepared for:

Vincent Villages

Prepared by

WILSON
& COMPANY

Wilson & Company

Engineers & Architects

December, 2018



Table of Contents

1.0	Introduction	1
1.1	Project Overview	1
1.2	Purpose of Study	1
1.3	Study Area	4
2.0	Existing Conditions	5
2.1	Existing Roadway System	5
2.1.1	State Highway 52 (1 st Street)	5
2.1.2	Rollie Avenue	6
2.2	Existing Traffic Volumes	6
2.3	Analyses of Current Traffic Operations	6
3.0	Proposed Site Development Plan	9
3.1	Elements of the Development Plan	9
3.2	Site Trip Generation	9
3.3	Trip Distribution	10
3.4	Trip Assignment	11
4.0	Background Traffic Conditions	12
4.1	2019 and 2039 Background Traffic	12
4.2	2019 and 2039 Background Traffic Operational Analysis	13
5.0	Total Traffic Conditions	15
5.1	2019 Total Traffic Operational Analysis	15
5.2	2039 Total Traffic Operational Analysis	15
6.0	Findings and Recommendations	19
6.1	Summary of Development Action	19
6.2	Forecast Intersection Operations	19
6.3	Findings and Recommendations	19

APPENDICES

Appendix A	Traffic Turning Movement Counts
Appendix B	Existing Level of Service Worksheets
Appendix C	2019 and 2039 Background Traffic Level of Service Worksheets
Appendix D	2019 and 2039 Total Traffic Level of Service Worksheets

List of Figures

Figure 1	Project Vicinity Map	2
Figure 2	Development Site Plan	3
Figure 3	Existing Peak Hour Traffic Volumes.....	7
Figure 4	Directional Distribution of Weekday Site-Related Traffic: Vincent Village	10
Figure 5	Site-Generated Trip Assignment: Weekday AM & PM Peak-Hour.....	11
Figure 6	2019 Background Traffic.....	12
Figure 7	2039 Background Traffic.....	13
Figure 8	2019 Total Traffic.....	16
Figure 9	2039 Total Traffic.....	17

List of Tables

Table 1	Existing Level of Service (LOS) Summary – AM (PM) Peak.....	8
Table 2	Trip Generation Summary.....	9
Table 3	Background Traffic Level of Service (LOS) Summary.....	14
Table 4	Total Traffic Conditions Level of Service (LOS) Summary	18

1.0 INTRODUCTION

This introductory section of the report describes the essential elements of the proposed project, identifies the purpose for this study, presents a set of study objectives, and provides a definition of the study area.

1.1 PROJECT OVERVIEW

The Fort Lupton Commercial development, to be known as Vincent Village, will be located on a greenfield parcel southeast of downtown Fort Lupton, Colorado, in Weld County (**Figure 1**). The site is situated directly west of the Coyote Creek Golf Course Community and directly south of a medium-density, single-family residential subdivision, which wraps around to the west of the site. A church and family health center are located on the west side of Rollie Avenue, which forms the western margin of the site. To the south of the site, there is a mix of developments, including a supermarket, bank, hardware, family health center, and the City's Recreation Department offices. Appel Farms, a low-density, residential neighborhood is located south east of the development site south of SH 52 (1st Street).

The development site of approximately 11 acres is planned to be a mixed-use commercial center with approximately 75,000 square feet of retail and 15,000 square feet of sit-down restaurant.

Figure 2 shows that site circulation will include an internal, east-west roadway that will provide direct access to the interior of the site. This roadway will connect the eastern SH 52 access point to the Rollie Avenue access point at 2nd Street. The western SH 52 access point that will provide direct access to the four retail pads will connect to the internal, east-west roadway at a 'T' intersection near the southeast corner of the hotel parcel. The eastern access is proposed as $\frac{3}{4}$ access intersection – allowing right turns in and out of the site and left turns into the site. The Western access is proposed to be Right-In/Right-Out (RI/RO) only.

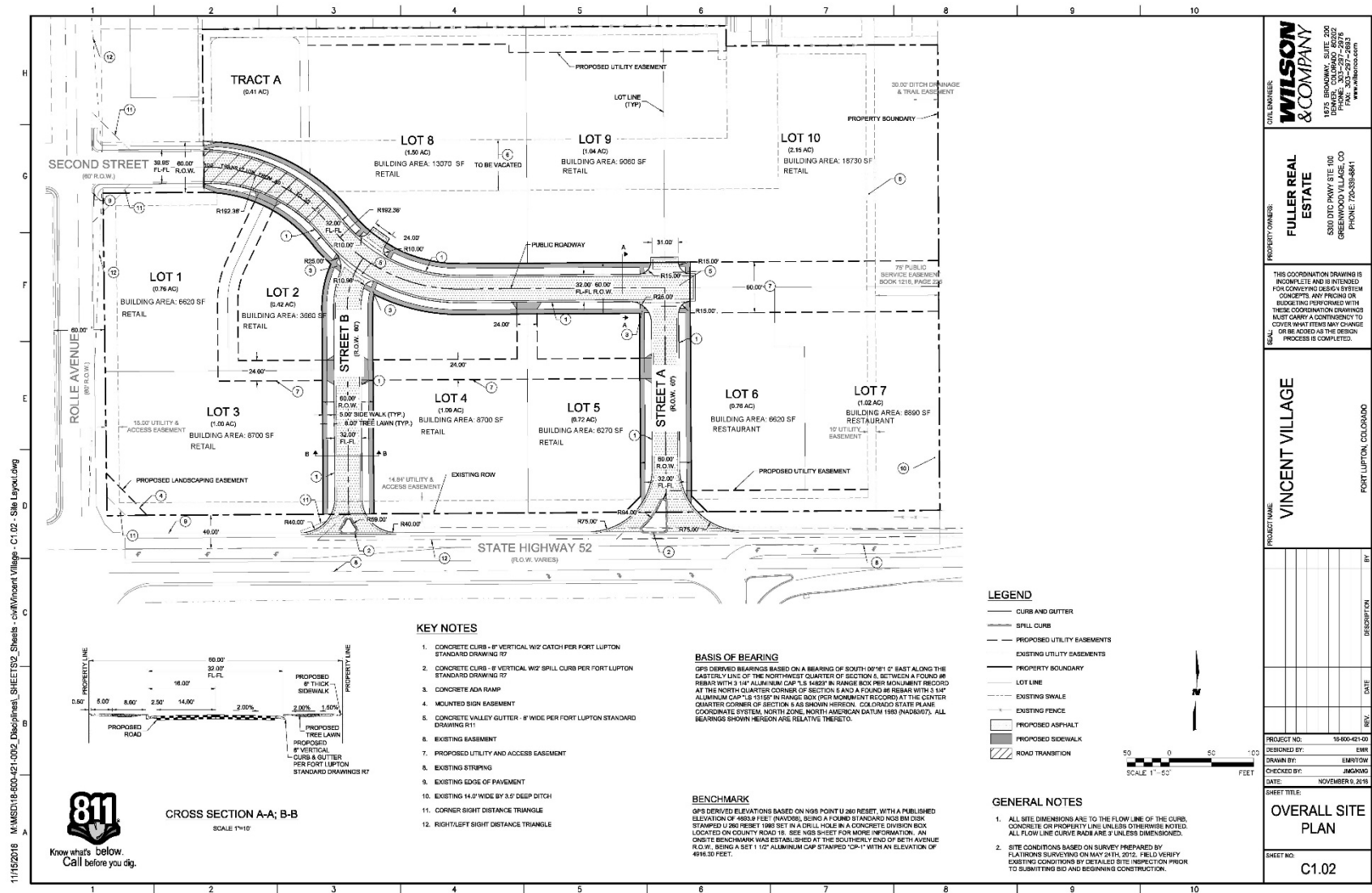
1.2 PURPOSE OF STUDY

The purpose of this Traffic Impact Study (TIS) is to identify potential impacts the development of Vincent Village may have on operations of the existing and future roadway system serving southeast Fort Lupton. This TIS provides an examination and assessment of existing traffic operations and long-term traffic conditions with the proposed development of Vincent Village.

Figure 1 | Project Vicinity Map



Figure 2 | Development Site Plan



1.3 STUDY AREA

The Colorado Department of Transportation (CDOT) recommends that the TIS provide an assessment of the Weekday AM and PM peak-hour conditions for the short- and long-term conditions associated with the development plan. The key study area intersections are listed below:

- SH 52 (1st Street) at Rollie Avenue (Existing)
- SH 52 Access to the Safeway Shopping Center (Existing $\frac{3}{4}$ Intersection)
- Rollie Avenue at 2nd Street (Existing)
- Eastern SH 52 Access to Vincent Village – $\frac{3}{4}$ Movement Only (Proposed)
- Western SH 52 Access to Vincent Village – RI/RO Movement Only (Proposed)

2.0 EXISTING CONDITIONS

This section presents information and data describing existing (current) traffic facilities and operations of those facilities. It also provides specific information relating to the operation of area intersections.

2.1 EXISTING ROADWAY SYSTEM

The primary facilities of interest forming the existing roadway system are SH 52 (1st Street) and Rollie Avenue. A description of these two roadways is presented in this section.

2.1.1 STATE HIGHWAY 52 (1ST STREET)

EXISTING CONDITIONS

SH 52 (1st Street) is an east-west, regional roadway that intersects with US-85 approximately 9/10ths of a mile west of the Vincent Village development site. Approximately 8.5 miles east of the site, SH 52 connects with Interstate 76 (I-76)/US-6 in the community of Hudson. This highway, which is part of the National Highway System (NHS), is functionally classified as a Non-Rural Arterial. The speed limit in the westbound direction in front of the majority of the site is 45 miles per hour (mph); this speed limit drops to 35 mph approximately 200 feet east of the SH 52/Rollie Avenue intersection center line. Farther east, the speed limit on SH 52 drops to 30 mph. The eastbound posted speed of SH 52 through the project area is 45 mph.

Along the southern edge of the Vincent Village site, SH 52 consists of one through lane in each direction separated by a median delineated by striping. Toward the eastern end of the site, a westbound left-turn only bay has been delineated by striping within the median to accommodate left turns by westbound traffic at the $\frac{3}{4}$ Intersection supporting access into the Safeway Shopping Center. A complementary exclusive eastbound right-turn only bay also has been established at this access point into the Safeway center. This $\frac{3}{4}$ Intersection includes a dedicated eastbound right-turn ramp, facilitating egress to SH 52 out of the Safeway Shopping Center.

The westbound approach at Rollie Avenue has a shared through/right-turn lane and an exclusive left-turn lane. SH 52 has a single westbound lane continuing west of the SH 52/Rollie Ave signalized intersection. The eastbound approach at this intersection has an exclusive left-turn lane, a through lane, and an exclusive right-turn lane. SH 52 continues east approximately 525 feet as two through lanes before separating into a through lane and exclusive right-turn lane at the entrance to the Safeway Shopping Center.

FUTURE CONDITIONS

The North Front Range Metropolitan Planning Organization (NFRMPO) and Denver Regional Council of Governments (DRCOG) planning documents indicate that SH 52 will, in the future, be a four-lane arterial roadway. Currently, SH 52 west of Rollie Avenue has been widened to accommodate this ultimate cross-section; however, it currently is striped as described above. SH 52 east of Rollie Avenue has been widened to ultimate cross-section on the south side as far as the entrance to the Safeway Shopping Center; but, it is striped as described above.

2.1.2 ROLLIE AVENUE

EXISTING CONDITIONS

Rollie Avenue is a north-south, local roadway that connects existing residential neighborhoods north of the Vincent Village site to SH 52. South of SH 52, it provides access to the Safeway Shopping Center as well as services and goods available at a Bank of Colorado branch, Ace Hardware, a family health center. The southbound approach of Rollie Avenue at SH 52 includes an exclusive right-turn lane and a shared through/left-turn lane. The northbound approach includes an exclusive left-turn lane and a shared through/right-turn lane. The Rollie Avenue cross-section north of SH 52 occupies a 66-foot right-of-way (ROW); whereas, the cross-section of Rollie Avenue ROW south of SH 52 occupies a 100-foot ROW.

FUTURE CONDITIONS

Currently, there are no plans to modify Rollie Avenue.

2.2 EXISTING TRAFFIC VOLUMES

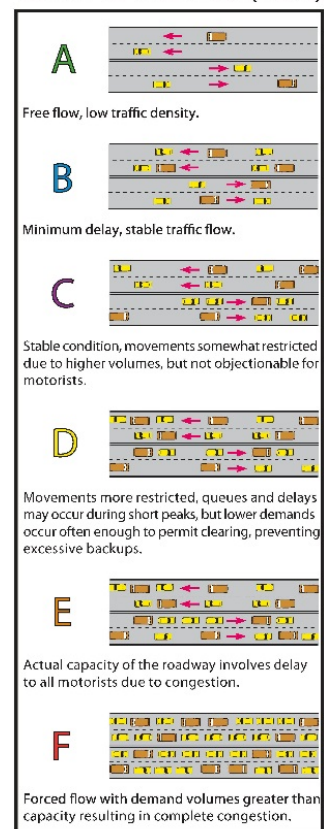
Weekday AM and PM peak-hour turning movement counts were recorded at the SH 52/Rollie Ave intersection on Tuesday November 13, 2018. Existing traffic volumes are presented in **Figure 3** and **Figure 4**. Detailed traffic volume data is presented in **Appendix A**.

2.3 ANALYSES OF CURRENT TRAFFIC OPERATIONS

Peak-hour capacity analyses were performed using Synchro 10 traffic modeling software for existing (2018) conditions. Synchro 10 utilizes methodologies contained in the Highway Capacity Manual (HCM) 2010 developed by the Transportation Research Board (TRB) in consultations with the National Research Council (NRC). The Synchro 10 analyses result in a qualitative measure of the operational characteristics of an intersection.

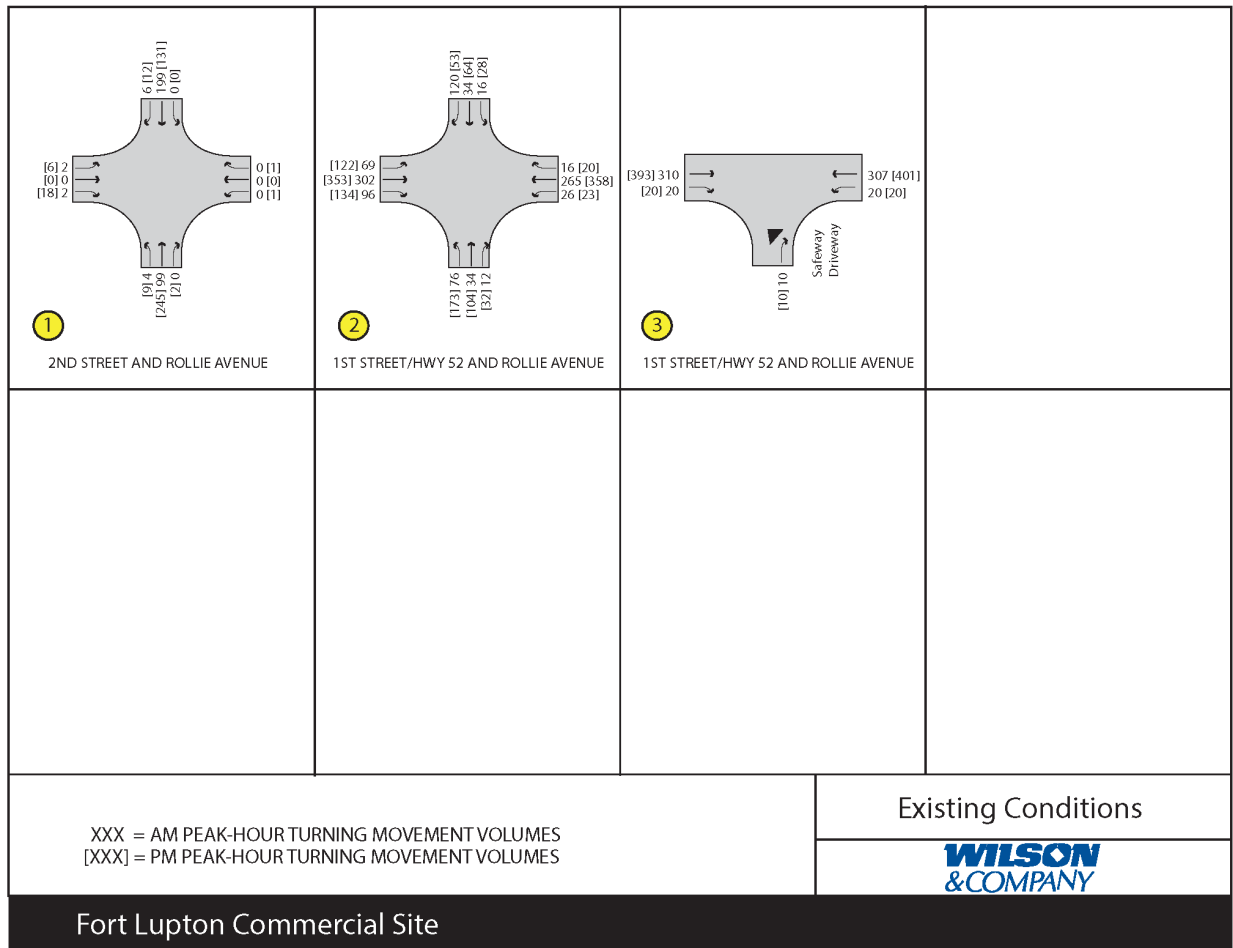
Primary facilities of interest forming the existing roadway system were evaluated to determine current operating conditions, which are measured in terms of level of service (LOS). Most simply, LOS refers to a standard measurement used by transportation officials to reflect the relative ease of traffic flow, i.e., volume of traffic relative to design capacity of the roadway. A scale of 'A' to 'F' has been adopted, with free-flow traffic conditions being rated LOS 'A' and conditions of heavy congestion and delay are rated as LOS 'F' (see graphic depiction at right). LOS 'D' is considered the minimum desirable standard of operation.

Highway Level of Service (LOS)



Source: North I-25 Environmental Impact Statement, Colorado Department of Transportation/Federal Transit Administration/Federal Highway Administration, August 17, 2008.

Figure 3 | Existing Peak Hour Traffic Volumes



A summary of the existing AM and PM peak hour traffic operations at the study area intersection is provided in **Table 1**. Each of the analyzed locations is currently operating at acceptable levels of service during both the AM and PM peak periods. Analysis reports for existing traffic operations are presented in **Appendix B**.

Table 1 | Existing Level of Service (LOS) Summary – AM (PM) Peak

Intersection Level of Service (LOS) Summary Table - AM (PM)					
Intersection		Existing			
		Northbound	Southbound	Eastbound	Westbound
2nd Street & Rollie Avenue	Delay	0.3 (0.3)	0 (0)	10.1 (9.9)	0 (10.9)
	LOS	A (A)	A (A)	B (A)	A (B)
	Delay	0.2 (0.8)			
	LOS	A (A)			
1st Street/Hwy 52 & Rollie Avenue	Delay	12.4 (14.2)	7.1 (13.7)	20 (22.7)	25 (33.5)
	LOS	B (B)	A (B)	B (C)	C (C)
	Delay	18.5 (23)			
	LOS	B (C)			
1st Street/Hwy 52 & Existing South Driveway	Delay	10.2 (10.8)	-- (--)	0 (0)	0.5 (0.4)
	LOS	B (B)	-- (--)	A (A)	A (A)
	Delay	0.4 (0.3)			
	LOS	A (A)			

3.0 PROPOSED SITE DEVELOPMENT PLAN

This chapter provides a definition of the proposed Vincent Village development concept and describes expected access demand (e.g., ingress and egress traffic) at the site once it is developed.

3.1 ELEMENTS OF THE DEVELOPMENT PLAN

The proposed Vincent Village development will include a hotel, two restaurants, and four retail buildings. The development site of approximately 11.5 acres is planned to be a mixed-use commercial center with approximately 75,000 square feet of retail and 15,000 square feet of sit-down restaurant. A conceptual site plan for Vincent Villages was shown previously in **Figure 2**.

The development site is accessible from SH 52 (1st Street) on the south and Rollie Avenue on the west. The SH 52/Rollie Avenue intersection at the southwest corner of development site is controlled by a traffic signal. Two access points for Vincent Village will be established on SH 52: "Driveway 1" will be located approximately 300 feet east of the intersection center line, and "Driveway 2" will be located approximately 400 feet farther east of the intersection in the vicinity of the $\frac{3}{4}$ Intersection facilitating access to the Safeway Shopping Center. Access to Rollie Avenue will be established by way of an existing roadway segment aligned with 2nd Street. The presence of Coyote Creek Golf Course east of the site precludes access on the east side of the site.

3.2 SITE TRIP GENERATION

Estimated vehicle-trips generated by the proposed land uses at Vincent Village were estimated using Land Use Codes documented in the Trip Generation Manual, Tenth Edition, published by the Institute of Transportation Engineers (ITE). The applicable ITE Land Use Codes are identified in **Table 2**. Total daily and AM and PM peak-hour vehicle-trips generated by the site activity is presented in this table.

Table 2 | Trip Generation Summary

		Proposed Land Use		Weekday	AM Peak			PM Peak		
Lot #	Size (SF)	ITE LUC	Description	Total	Total	Enter	Exit	Total	Enter	Exit
1-5 & 8-10	74,810	814	Specialty Retail Center	3,316	N/A	N/A	N/A	203	89	114
6 & 7	15,510	932	High-Turnover (Sit-Down) Restaurant	1,972	179	93	86	173	102	71
Totals				5,288	179	93	86	376	191	185

3.3 TRIP DISTRIBUTION

The site trip distribution assumptions are presented in **Figure 4**. The distribution was developed with consideration of surrounding land uses and the existing and proposed roadway network. On SH 52, Site access at Driveway 1 will be limited to RI/RO only, due to proximity of the left-turn only bay at the SH 52/Rollie Avenue intersection. Driveway 2 will be a $\frac{3}{4}$ Intersection, not allowing exiting left turning movements. On Rollie Avenue, a site access driveway will align with the existing 2nd Street intersection.

Recognizing the proximity of the proposed Vincent Village to Fort Lupton and US-85 to the west, site-related trips were allocated as 55 percent to/from the west. The distance to I-76 and lower population base, and consideration of future growth projections justifies an allocation of 35 percent of the site-generated trips to/from the east. The remaining 10% of site-generated trips are assumed to be associated with north/south travel on Rollie Avenue.

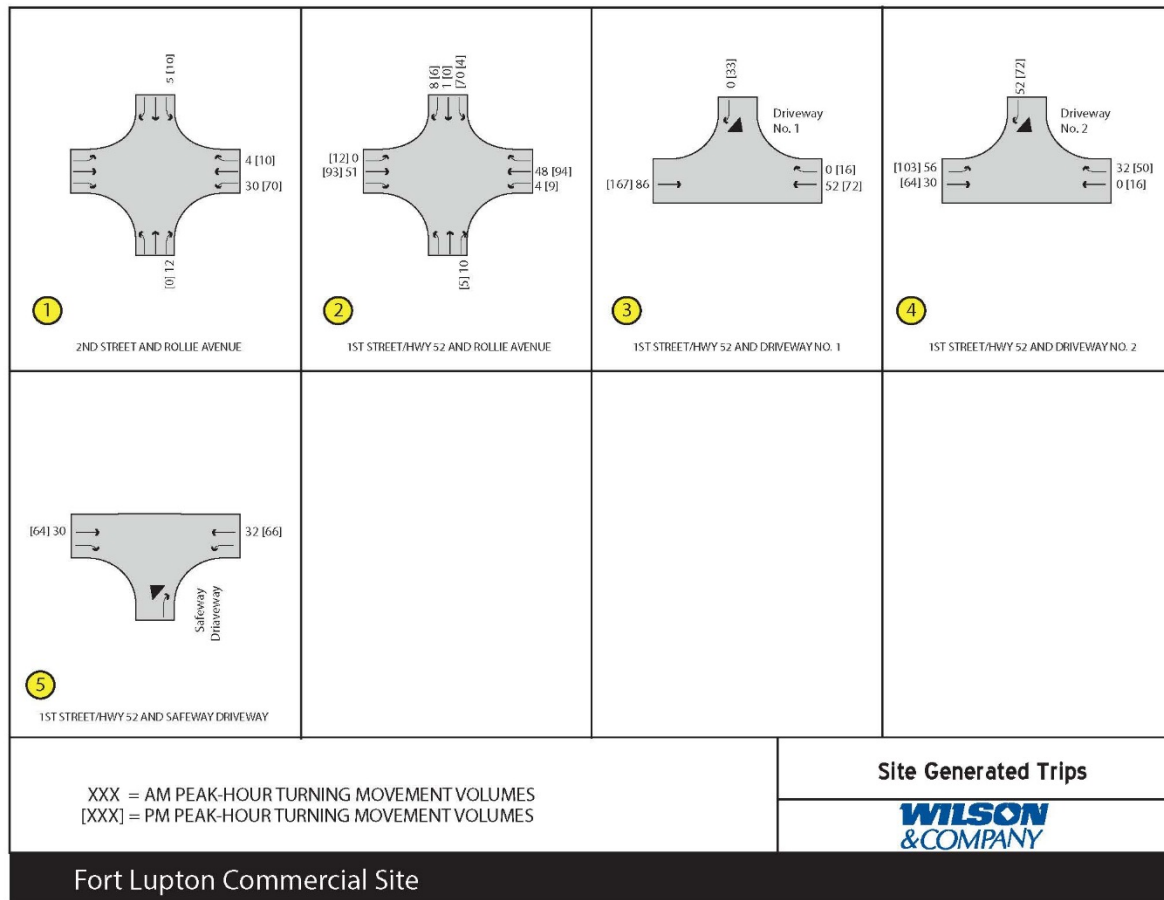
Figure 4 | Directional Distribution of Weekday Site-Related Traffic: Vincent Village



3.4 TRIP ASSIGNMENT

Site-generated traffic was assigned to the public roadway network in accordance with directional distribution discussed above (refer to **Figure 4**). The results of this process are displayed in **Figure 5**.

Figure 5 | Site-Generated Trips



4.0 BACKGROUND TRAFFIC CONDITIONS

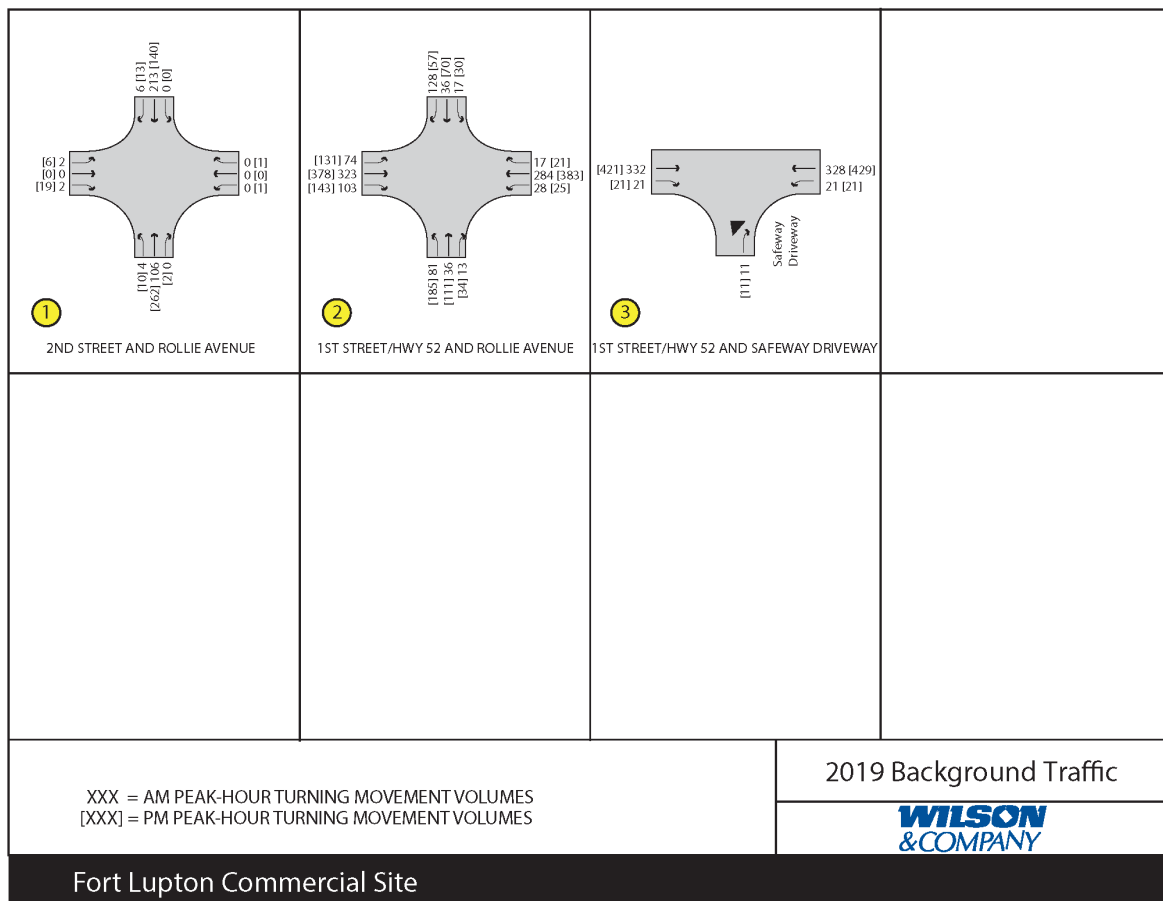
This chapter provides information regarding traffic conditions anticipated to occur on the roadway system without construction of the proposed Vincent Villages development.

4.1 2019 AND 2039 BACKGROUND TRAFFIC

Background traffic reflects use of the adjacent public roadway network that will be unrelated to and independent of the proposed Vincent Village development site. Background traffic volumes were estimated to represent the near-term conditions prior to full development and opening of the site in 2019, as well as 20 years (Year 2039) beyond opening year.

CDOT recorded a 2015 ADT traffic volume of 11,000 vpd on SH 52 adjacent to Vincent Village site (MP 20.67-25.462). According to the 2018 Fort Lupton Transportation Plan, the forecasted, future-year 2040 ADT volume for this segment of SH 52 is 30,000 vpd. The existing and forecast volumes compute to a growth factor of 1.72 for the 25-year period analyzed, representing an annual growth rate of approximately 7% per year, so a factor of 1.07 was used to calculate 2019 background volumes, which are shown in **Figure 6**.

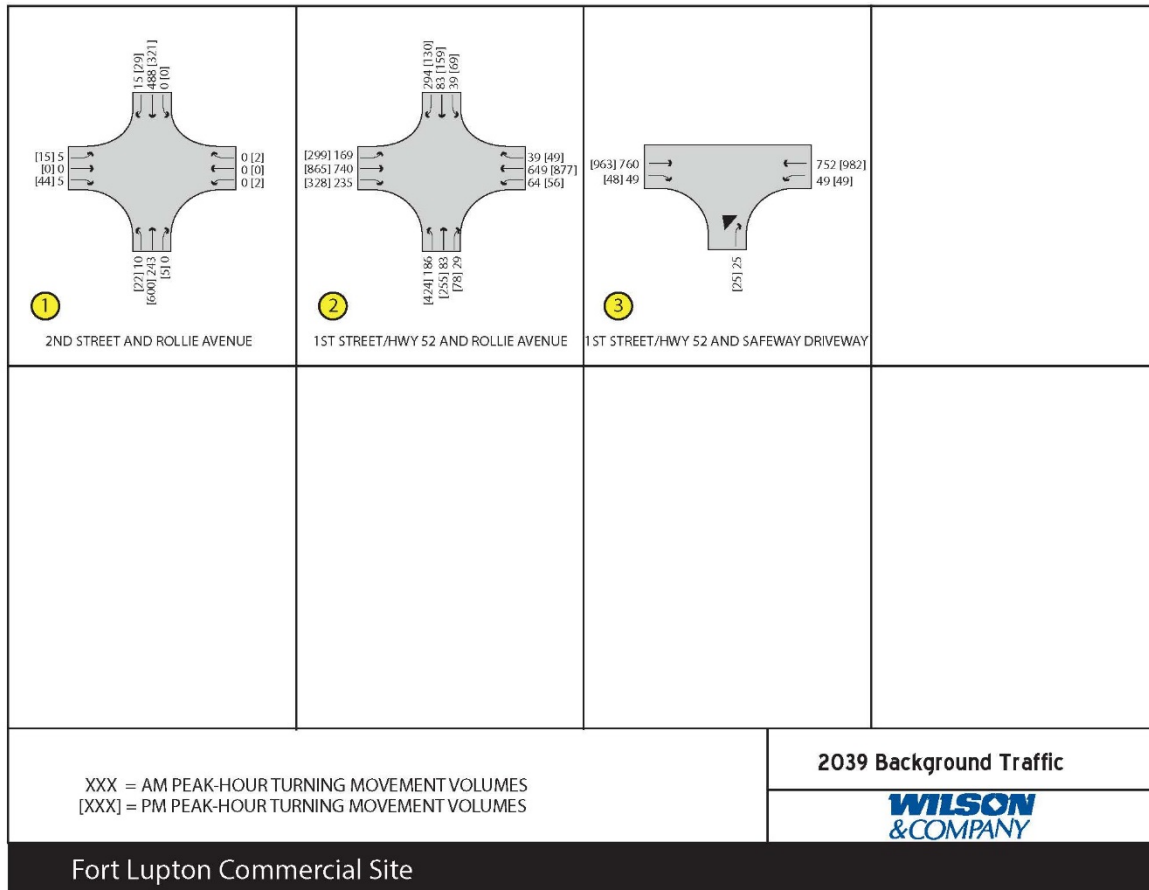
Figure 6 | 2019 Background Traffic



The growth factor was similarly applied to calculate 2039 background traffic associated with key intersections on SH 52 and Rollie Avenue, which are shown in **Figure 7**.

The high growth factor reflects the long-range trend of SH 52 maturing in to a regional arterial roadway and travel corridor, which is consistent with the North Front Range Metropolitan Planning Organization (NFRMPO) and Denver Regional Council of Governments (DRCOG) planning documents.

Figure 7 | 2039 Background Traffic



4.2 2019 AND 2039 BACKGROUND TRAFFIC OPERATIONAL ANALYSIS

The 2019 and 2039 Background traffic volumes were then analyzed to predict Level of Service at study area intersections without construction of the proposed Vincent Villages development. Year 2039 conditions assumed that 1st Street/Hwy 52 would be widened to two lanes per direction throughout the study area. A summary of anticipated operations is provided in **Table 3** for both 2019 and 2039 Background conditions.

Table 3 | Background Traffic Level of Service (LOS) Summary

Intersection Level of Service (LOS) Summary Table - AM (PM)									
		2019 Background				2039 Background			
Intersection		NB	SB	EB	WB	NB	SB	EB	WB
2nd Street & Rollie Avenue	Delay	0.3 (0.3)	0 (0)	10.3 (10)	0 (11.1)	0.3 (0.3)	0 (0)	14.8 (15.2)	0 (19.5)
	LOS	A (A)	A (A)	B (B)	A (B)	A (A)	A (A)	B (C)	A (C)
	Delay	0.2 (0.8)				0.3 (1.1)			
	LOS	A (A)				A (A)			
1st Street/Hwy 52 & Rollie Avenue	Delay	10.8 (12.7)	7.3 (12.6)	20.3 (24.8)	24.8 (36.3)	28.5 (95.2)	20.8 (79.1)	19.4 (42)	20.4 (48.2)
	LOS	B (B)	A (B)	C (C)	C (D)	C (F)	C (E)	B (D)	C (D)
	Delay	18.4 (24.2)				20.9 (58.6)			
	LOS	B (C)				C (E)			
1st Street/Hwy 52 & Existing South Driveway	Delay	10.4 (11.1)	-- (--)	0 (0)	0.5 (0.4)	15.5 (19.4)	-- (--)	0 (0)	0.6 (0.5)
	LOS	B (B)	-- (--)	A (A)	A (A)	C (C)	-- (--)	A (A)	A (A)
	Delay	0.4 (0.3)				0.5 (0.5)			
	LOS	A (A)				A (A)			

Each of the analyzed study area intersections is anticipated to continue to operate at acceptable levels of service with the 2019 Background condition during both the AM and PM peak periods. Anticipated growth through 2039 will cause the 1st Street/Hwy 52 & Rollie Avenue intersection to drop to a LOS "E" condition during the PM peak Background traffic condition. Other study area intersections will operate at acceptable levels of service.

Peak-hour Background traffic operations analyses worksheets for both 2019 and 2039 are in **Appendix C**.

5.0 TOTAL TRAFFIC CONDITIONS

Project site-generated traffic volumes (refer to **Table 1** and **Figure 5**) were combined with the 2019 and 2039 background traffic volumes (see **Figures 6 and 7**) to obtain estimates of the Total traffic anticipated on the study area roadway network with the additional traffic generated by the Vincent Village development. **Figures 8 and 9** show the Total traffic volumes anticipated in 2019 and 2039, respectively. Level of service analyses were conducted to identify the expected Total traffic conditions for both years. Results are summarized in **Table 4**. Worksheets supporting the conclusions stated for both the 2019 and 2039 total traffic analysis worksheets are presented in **Appendix D**.

5.1 2019 TOTAL TRAFFIC OPERATIONAL ANALYSIS

With the addition of project traffic at opening of the site in 2019, the analyzed site intersections will continue to operate at acceptable levels during both the AM and PM peak periods.

5.2 2039 TOTAL TRAFFIC OPERATIONAL ANALYSIS

Each of the analyzed study area intersections will continue to operate with acceptable levels of service in Year 2039 with the addition of the project traffic, with the exception of the intersection of 1st Street/Hwy 52 & Rollie Avenue, which was forecast to operate at LOS “E” during the PM peak Background traffic condition, and will continue to do so with the addition of project traffic.

Figure 8 | 2019 Total Traffic

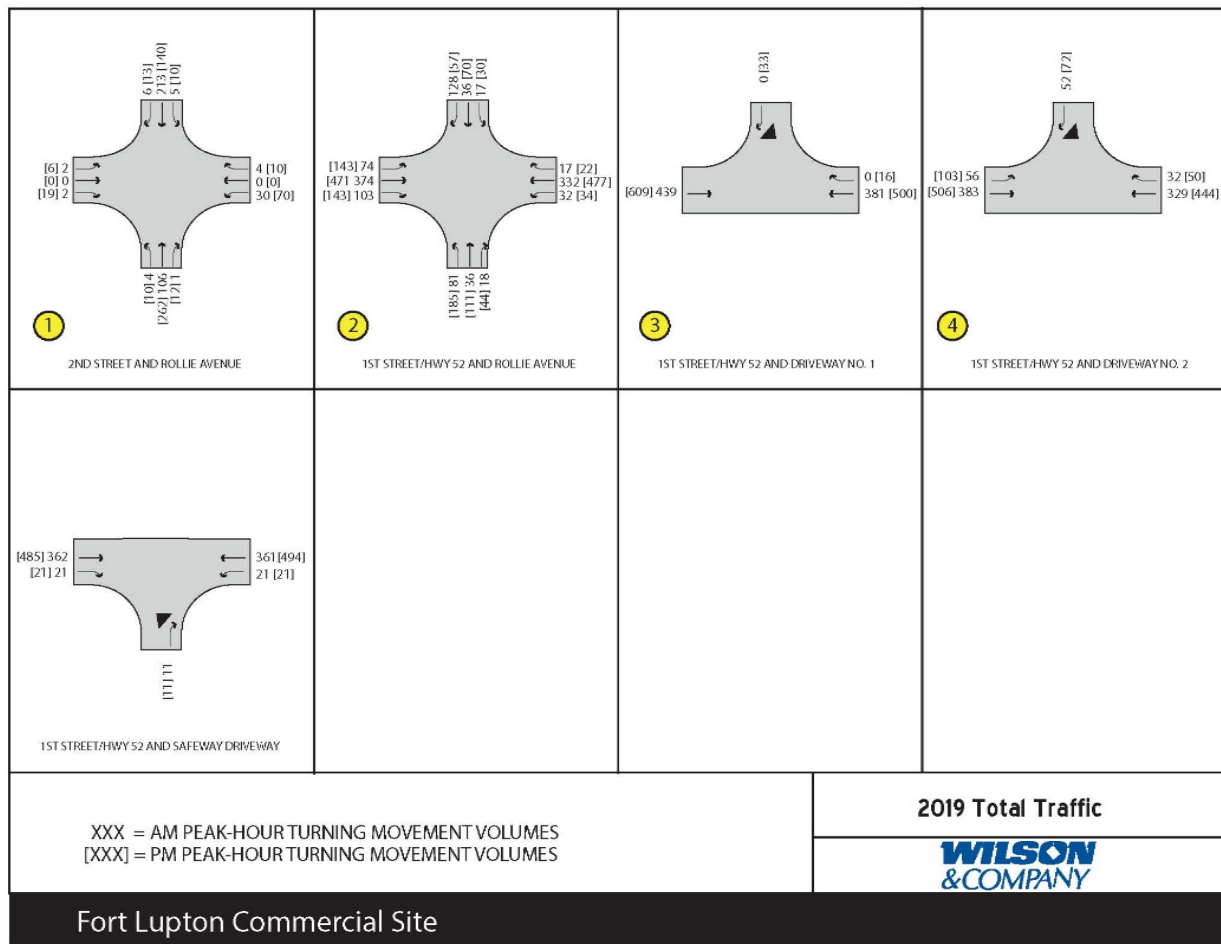


Figure 9 | 2039 Total Traffic

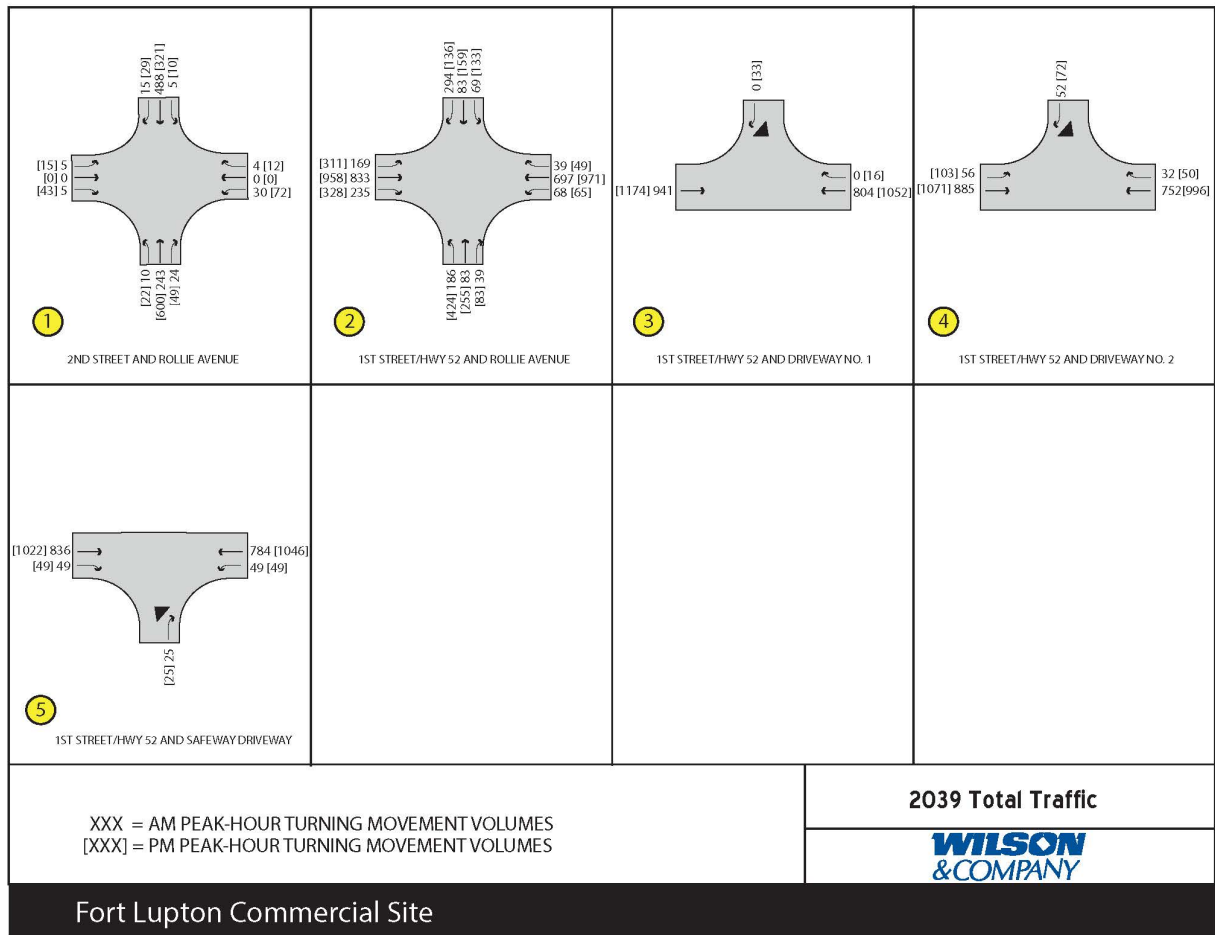


Table 4 | Total Traffic Conditions Level of Service (LOS) Summary

Intersection Level of Service (LOS) Summary Table - AM (PM)									
Intersection		2019 Total Traffic				2039 Total Traffic			
		NB	SB	EB	WB	NB	SB	EB	WB
2nd Street & Rollie Avenue	Delay	0.3 (0.3)	0.2 (0.5)	10.4 (10.1)	11.3 (14.1)	0.3 (0.3)	0.1 (0.3)	15.2 (16.1)	18.9 (45.6)
	LOS	A (A)	A (A)	B (B)	B (B)	A (A)	A (A)	C (C)	C (E)
	Delay	1.4 (2.8)				1.1 (4.3)			
	LOS	A (A)				A (A)			
1st Street/Hwy 52 & Rollie Avenue	Delay	10.5 (12.7)	9.2 (17.2)	25.1 (43.2)	28.8 (71.4)	20.6 (126.4)	19.1 (76.8)	24.5 (53.8)	23.2 (52.3)
	LOS	B (B)	A (B)	C (D)	C (E)	C (F)	B (E)	C (D)	C (D)
	Delay	22.1 (42.5)				22.8 (70.2)			
	LOS	C (D)				C (E)			
1st Street/Hwy 52 & Existing South Driveway	Delay	10.6 (11.7)	-- (--)	0 (0)	0.4 (0.3)	11.9 (13)	-- (--)	0 (0)	0.6 (0.5)
	LOS	B (B)	-- (--)	A (A)	A (A)	B (B)	-- (--)	A (A)	A (A)
	Delay	0.4 (0.3)				0.5 (0.4)			
	LOS	A (A)				A (A)			
1st Street/Hwy 52 & Driveway 1 (Future)	Delay	-- (--)	0 (12.2)	0 (0)	0 (0)	-- (--)	0 (22.4)	0 (0)	0 (0)
	LOS	-- (--)	A (B)	A (A)	A (A)	-- (--)	A (C)	A (A)	A (A)
	Delay	0 (0.4)				0 (0.3)			
	LOS	A (A)				A (A)			
1st Street/Hwy 52 & Driveway 2 (Future)	Delay	-- (--)	10.7 (12.1)	1 (1.5)	0 (0)	-- (--)	11.7 (13.8)	0.6 (1)	0 (0)
	LOS	-- (--)	B (B)	A (A)	A (A)	-- (--)	B (B)	A (A)	A (A)
	Delay	1.2 (1.6)				0.7 (1)			
	LOS	A (A)				A (A)			

6.0 FINDINGS AND RECOMMENDATIONS

6.1 SUMMARY OF DEVELOPMENT ACTION

The proposed Fort Lupton Commercial development at Vincent Village is located on the southeastern portion of Fort Lupton, Colorado. The development site is located in the northeast corner of the SH 52/Rollie Avenue intersection. It is expected to be completed in 2019, and will include retail and restaurant uses.

6.2 FORECAST INTERSECTION OPERATIONS

Access to the proposed Vincent Village will be provided via three access points. Two access points for Vincent Village will be established on SH 52 (1st Street): one will be located approximately 300 feet east of the intersection center line, and the other will be located approximately 400 feet farther east of the intersection in the vicinity of the $\frac{3}{4}$ Intersection facilitating access to the Safeway Shopping Center to the south. The third access point will connect to Rollie Avenue by way of an existing roadway segment aligned with 2nd Street. The presence of Coyote Creek Golf Course east of the site precludes access on the east side of the site. Five intersections (highlighted below) are considered critical to potential traffic impacts associated with development of Vincent Village:

- SH 52 (1st Street) at Rollie Avenue (Existing)
- SH 52 Access to the Safeway Shopping Center (Existing $\frac{3}{4}$ Intersection)
- Rollie Avenue at 2nd Street (Existing)
- Eastern SH 52 Access to Vincent Village – $\frac{3}{4}$ Movement Only (Proposed)
- Western SH 52 Access to Vincent Village – RI/RO Movement Only (Proposed)

The analysis indicates that each of the analyzed intersections will operate with acceptable delays during both the AM and PM peak periods with the addition of site traffic in both 2019 and 2039, with the exception of the intersection of 1st Street/Hwy 52 & Rollie Avenue, which is forecast to operate at LOS “E” during the PM peak Background traffic condition (without site traffic), and will continue to do so with the addition of project traffic.

6.3 FINDINGS AND RECOMMENDATIONS

The following is a summary of the findings and recommendations addressing the traffic impacts of the Fort Lupton Commercial development.

With completion of Vincent Village, the proposed commercial development project is forecast to generate approximately 5,288 trips per day. The AM peak hour will account for 179 of these trips (approximately 3%), and the PM peak hour will account for 377 trips (approximately 7%). Based on the analysis results, the roadways in the vicinity of the site will be able to accommodate the increase in traffic, with the following recommended improvements.

- Re-stripe the 1st Street/Hwy 52 center median with an eastbound left-turn only deceleration lane at the easterly site driveway to support access to the Vincent Village development. This action will create a new $\frac{3}{4}$ Intersection opposing the $\frac{3}{4}$ Intersection providing access to the Safeway Shopping Center on the south side of 1st Street. A

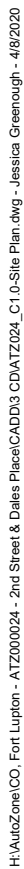
physical, triangular island will need to be constructed to prohibit exiting left turns from Vincent Village and ensure separation of opposing traffic movements.

- Optimize the signal timing at the 1st Street/Hwy 52 & Rollie Avenue intersection to accommodate additional turning movements associated with access to Vincent Village via Rollie Avenue.
- Prior to Year 2039, widening of 1st Street/Hwy 52 will be required by others to accommodate background traffic due to regional growth. Corridor improvements identified by NFRMPO and DRCOG planning documents call for the corridor to be widened to a four-lane arterial roadway, which was assumed to be constructed by 2039.
- In conjunction with the widening of 1st Street/Hwy 52, the City should consider construction of a southbound left turn lane at the intersection of 1st Street/Hwy 52 & Rollie Avenue to provide additional capacity for background traffic growth at this location.

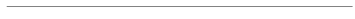


WELLS + ASSOCIATES
MEMORANDUM

Attachment II
Site Plan



SITE LEGEND

	EXISTING PROPERTY BOUNDARY LINE
	EXISTING LOT BOUNDARY LINE
	PROPOSED ROW DEDICATION LINE
	EXISTING EASEMENT
	EXISTING SIDEWALK TO REMAIN
	EXISTING RETAINING WALL TO REMAIN
	PROPOSED NEW
	ADA PATH OF TRAVEL
	EXPPOSED FOUNDATION
	PROPOSED CURB AND GUTTER
	PROPOSED CATCH CURB AND GUTTER
	EXISTING CURB
	PARKING COUNT
	EXISTING STREET LIGHT
	EXISTING UTILITY POLE
	EXISTING TRAFFIC SIGNAL
	EXISTING TRAFFIC POLE
	EXISTING SIGN
	PROPOSED FIRE HYDRANT
	PROPOSED YARD HYDRANT
	EXISTING SANITARY SEWER MANHOLE
	EXISTING FIRE HYDRANT
	PROPOSED STORM SEWER INLET
	PROPOSED SITE LIGHTING
	PROPOSED STORM SEWER INLET

SITE PLAN NOTES

1. ALL CURB AND GUTTER IS CATCH CURB UNLESS NOTED OTHERWISE.
2. ALL DIMENSIONS ARE MEASURED FROM THE FLOWLINE UNLESS NOTED OTHERWISE.
3. ALL ON-SITE CURB AND GUTTER SHALL BE 6" VERTICAL WITH 12" GUTTER.
4. ALL IMPROVEMENTS SHALL BE PERFORMED IN A SINGLE PHASE OF CONSTRUCTION.
5. MONUMENT SIGN REQUIRES APPROVAL BY SEPARATE PERMIT.
6. GC SHALL BE RESPONSIBLE TO COORDINATE WITH CITY OF FORT LUTPON FOR CONSTRUCTION WITHIN THE ROADWAY, AND RIGHT-OF-WAY.

BASIS OF BEARING
THE BEARING OF S 89°36'39" W, PER RECEPTION NO. 4514229, AS SHOWN ON THE NORTH LINE OF THE PLAT OF VINCENT'S EAST ADDITION 3RD FILING SECOND AMENDED SUBDIVISION, WAS USED AS THE BASIS OF BEARING FOR THE PURPOSE OF THIS SURVEY.

LOT 4,
VINCENT'S EAST ADDITION 3RD FILING SECOND AMENDED SUBDIVISION,
COUNTY OF WELD,
STATE OF COLORADO.

FOR INFORMATIONAL PURPOSES ONLY: APN: 147105249004

THE PROPERTY DESCRIBED AND DEPICTED HEREIN IS THE SAME AS INSURED IN FIRST AMERICAN
TITLE INSURANCE COMPANY COMMITMENT NUMBER NCS-985810-MICH, WITH A COMMITMENT DATE
OF OCTOBER 30, 2019 AT 5:00 P.M.

CAUTION NOTICE TO CONTRACTOR

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY 

THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S

RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.

2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

July 28, 2020

Roy Vestal
Fort Lupton Public Works Department
130 S. McKinley Avenue
Fort Lupton, CO 80621

RE: Lot 4, Vincent's East Addition 4th Filing Subdivision, 2nd Amendment - AutoZone – Preliminary Drainage Conformance Letter

Dear Mr. Vestal,

This drainage conformance letter has been prepared for the AutoZone at Lot 4, Vincent's East Addition 4th Filing Subdivision, 2nd Amendment in Fort Lupton, Colorado. The objective of this letter is to show that the proposed drainage for the site conforms to the current City of Fort Lupton *Storm Drainage Design and Technical Criteria* and the approved *Phase III Drainage Report for Vincent Village* prepared by Wilson & Company and dated July 3, 2019.

The lot area is 0.72 acres. On-site construction, grading, and utility installation will account for approximately 0.72 acres of land disturbance for this project. The proposed improvements will include a 7,381 S.F. AutoZone retail building, parking areas, drive aisles, and associated landscaping and sidewalks. The site is bounded by State Highway 52 on the south, Dale's Place on the west, 2nd Street on the north, and Lot 5 of Vincent's East Addition 4th Filing Subdivision on the east. Lot 5 will be developed as a 7-Eleven convenience store and fueling facility.

Regional water quality and stormwater detention is provided with the overall infrastructure development and neither on-site water quality nor stormwater detention are required to be constructed for this site. The site corresponds with Basin C as designated in the approved *Phase III Drainage Report for Vincent Village*. Basin C has a total area of 3.49 acres and was designed for an overall imperviousness of 80%. The proposed AutoZone site has a calculated imperviousness of 77.8%. Since the imperviousness value is lower than assumed in the approved drainage report, it is assumed that the developed runoff will be less than originally anticipated.

The majority of the site runoff will overland flow to Dale's Place and 2nd Street, where it will be captured by inlets located at design points 5 and 7 at the intersection of Dale's Place and 2nd Street. Runoff will ultimately be routed to the regional detention and water quality pond near the northwest corner of the subdivision. A small portion of landscape area along the south side of the site will overland flow to the State Highway 52 roadway and right-of-way. The proposed site drainage patterns conform with the design in the approved drainage report and no storm infrastructure is proposed, therefore no detailed stormwater analysis is required.

I affirm that the proposed drainage design Lot 4, Vincent's East Addition 4th Filing Subdivision, 2nd Amendment in Fort Lupton, Colorado is in conformance with existing site grading and drainage conditions, the approved *Phase III Drainage Report for Vincent Village*, and the current City of Fort Lupton *Storm Drainage Design and Technical Criteria*.

Sincerely,
GALLOWAY

Jessica Greenough, PE
Civil Project Engineer
JessicaGreenough@gallowayus.com



COMPOSITE % IMPERVIOUS CALCULATIONS

Subdivision: Lot 4 - Vincent's East Addition 4th Filing
Location: CO, Fort Lupton

Project Name: AutoZone
Project No.: ATZ000024.22
Calculated By: JKG
Checked By: ARK
Date: 7/28/20

Basin ID	Total Area (ac)	Paved Roads			Lawns			Roofs			Basins Total Weighted % Imp.
		% Imp.	Area (ac)	Weighted % Imp.	% Imp.	Area (ac)	Weighted % Imp.	% Imp.	Area (ac)	Weighted % Imp.	
AutoZone Site	0.72	100	0.40	56.2	2	0.15	0.4	90	0.17	21.20	77.8

Phase III Drainage Report
Vincent Village
Fort Lupton, CO

Wilson Project Number: 18-600-421-00

Prepared for:
Fuller Real Estate

Prepared by:
Wilson & Company, Inc.

Date Prepared: December 7, 2018
Date Revised: July 3, 2019

I. GENERAL LOCATION AND DESCRIPTION

A. Location

The proposed Vincent Village development is located in the Northwest Quarter of Section 5, Township 1 North, Range 66 West of the 6th Principle Meridian, City of Fort Lupton, County of Weld, State of Colorado. The site is bounded by Colorado State Highway 52 to the south, Rollie Avenue to the west, 3rd St. to the north, and the Coyote Creek Golf Course to the east. See vicinity map under Appendix A for project location.

B. Description of Property

The Vincent Village development has a total parcel area of 12.35 acres. The existing site is an open field with dense grass and one small group of trees. The site generally slope west to east with an average slope of 0.5 percent. Soil data from the National Conservation Service (NCRS) website classify the majority of the soil on site to be in the A Hydrologic Soil Group. Group A consists of soils having high infiltration rates when thoroughly wet. See Appendix A for the NCRS soils data for this project.

The parcel contains four main existing easements which consist of: 1) a 10' Utility Easement at the property's northern and eastern perimeters; 2) a 15' Utility Easement at the property's southern and western perimeters; 3) a 75' Public Service Easement on the eastern property line; 4) a 60' Access and Utility Easement connecting the dead-ends of Second Street and Beth Avenue. The 60' Access and Utility Easement will be vacated to serve this development.

The existing site does not contain and major drainageways. However there are two ditches that run along the eastern and southern property lines. Due to these conditions, it is assumed that the site will not receive offsite runoff.

The proposed land use will consist of, but not limited to, commercial and retail. The Vincent Village project consist of general infrastructure of said future development. Infrastructure encompassing roadway, water and sewer, and drainage.

II. DRAINAGE BASINS

A. Major Basin Description

The Vincent Village site is not located within any the limits of any known major drainageway planning studies such as flood hazard delineation reports (FHADs) reports or major drainageway planning reports at the time of this report.

The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) panel 08123C2110E, dated January 1, 2016, shows the entire site to be located in Zone X which is describe as area of minimal flood hazard. The FEMA FIRM Map can be found under Appendix A.

B. Sub-Basin Description

Historic drainage patterns of the site generally slope east to west with an average slope of 0.5 percent towards Rollie Avenue. The runoff from the site then enters the existing storm sewer system along Rollie Avenue. A small portion of the site along the eastern and southern property lines drain to existing ditches that do not contribute any runoff to the proposed site.

The proposed development will maintain the general direction of existing flows as described above. The majority of the Vincent Village development (11.13 of 12.35 acres) will drain to an onsite detention pond that will regulate the proposed development flow to ensure no adverse effects will be experience downstream of the site. The remaining of the proposed site runoff will be conveyed in the existing ditches along the eastern and southern property lines. The drainage basin map can be found under Appendix A.

III. DRAINAGE DESIGN CRITERIA

A. Development Criteria Reference and Constraints

The development criteria used for this design are the City of Fort Lupton Storm Drainage Design and Technical Criteria (hereafter called CRITERIA) and The Urban Drainage and Flood Control District (UDFCD) Urban Strom Drainage Criteria Manual (hereafter called MANUAL).

B. Hydrological Criteria

The CRITERIA establishes the 5-year storm event for minor drainage design and the 100-yr storm event for the major drainage design. The CRITERIA also establishes the implementation of a water quality system. The Rational Method provided in the MANUAL was used to develop runoff for each basin. The calculations for the Rational Method can be found under Appendix B.

Detentions facilities have been designed in accordance with the CRITERIA and conformance with the MANUAL for water quality. The total maximum runoff rates shall conform to the historic runoff rates based on the predominate soil group present as described in the Criteria. Detention facilities must

also be sized to detain the water quality, minor storm, and major storm runoff to the historic site release rate as mentioned above. UD-Detention, V.3.09 spreadsheets were used analyzed the performance of the detention facilities. Detention and water quality results can be found under Appendix C.

C. Hydraulic Criteria

Streets are designed to meet the standards of the CRITERIA for type A (Residential) drainage classification for the minor and major storm events. No curb overtopping for a 6-inch vertical curb during the minor event and the depth of water at the gutter flowline shall not exceed 12 inches. Bentley FlowMaster was used to analyze the capacity the street sections, these calculations can be found under Appendix C. AutoCAD Civil 3D Hydraflow Express

The proposed storm sewer system is sized according to the CRITERIA and MANUAL to convey the storm flows that exceed the allowable street capacity. The CRITERIA requires the energy grade line to be at or below the proposed finished surface. Due to the fact that the site is extremely flat (average slope of 0.5%) the energy grade line and hydraulic grade line will reach slightly above finish grade (< 1 foot) at the inlets closest to the pond. Bentley StormCAD was used to analyze the sizing, hydraulic losses, energy grade line, and hydraulic grade line. The culverts at Colorado State Highway 52 were analyzed using AutoCAD Civil 3D Hydraflow Express. See Appendix C for hydraulic calculations.

D. Adaptations from Criteria

14.3.2 Release Rates (CRITERIA). A request to waive the release rates from the proposed detention pond has been requested at this time. Per discussion at the pre-application meeting for this project, the City of Fort Lupton will allow the release rate from the proposed detention pond to be equal to the capacity of the existing 21" reinforced concrete pipe along Rollie Avenue. Based on the pipe slope and diameter, the full flow capacity of said pipe is 12.27 cfs. See Appendix C for associated calculations.

IV. DRAINAGE FACILITY DESIGN

A. General Concept

The general concept of the drainage design for the Vincent Village development is to collect, store, and regulate storm runoff with and onsite detention. The drainage patterns will remain similar to the existing patterns (east to west). Proposed onsite surface runoff will be conveyed to the proposed

detention basin via a proposed storm sewer system. The detention pond flow will then be conveyed to the existing storm sewer system located along the western property line (parallel with Rollie Avenue). Runoff from offsite basin, OF-3 through OF-5, will ultimate drain to the existing storm sewer system along Rollie Avenue via a series of culvert crossing and the existing swale along the southern property line (parallel with Colorado State Highway 52) before continuing north at the southwest corner of the site to said existing storm sewer network. Basins OF-1 and OF-2 runoff will also flow to this existing storm drainage network along the western property line. Offsite basin OF-6 will flow to the existing ditch along the eastern property line.

B. Specific Details

The drainage analysis for the Vincent Village development site has been divided into fourteen (14) drainage basin as shown on the enclosed Drainage map (see Appendix A). Runoff from onsite areas have been designated using letters (e.g. A) and areas that drain offsite have been designated using the prefix "OF-" followed by a number (e.g. OF-1). All onsite runoff will be regulate through the proposed detention pond.

Below is the description of each basin.

Basin A: This basin consists of the southwest portion of the site having an area of 1.95 acres. It has an assumed imperviousness of 80.00% for future development. All runoff from this area will drain to the proposed detention pond.

Basin B: This basin consists of Dale's Way from Colorado State Highway 52 to proposed 2nd Street, having an area of 0.40 acres. It has an assumed imperviousness of 80.00%. All runoff from this area will drain to the proposed detention pond.

Basin C: This basin consists of the southeast portion of the site, east of Dale's Way and south of 2nd Street, having an area of 3.49 acres. It has an assumed imperviousness of 80.00% for future development. All runoff from this area will drain to the proposed detention pond.

Basin D: This basin consists of the northeast portion of the site having an area of 1.62 acres. It has an assumed imperviousness of 80.00% for future development. All runoff from this area will drain to the proposed detention pond.

Basin E: This basin consists of the north portion of the site, north of proposed 2nd St., having an area of 2.56 acres. It has an assumed imperviousness of 80.00% for future development. All runoff from this area will drain to the proposed detention pond.



SHARED OWNERSHIP • COLLABORATION
INTENSITY • DISCIPLINE • SOLUTIONS

Basin F: This basin consists of the northern half of the proposed 2nd St. east of Dale's Way, having an area of 0.45 acres. It has an imperviousness of 80%. All runoff from this area will drain to the proposed detention pond.

Basin G: This basin consists of the northern half of the proposed 2nd St. west of Dale's Way, having an area of 0.1 acres. It has an imperviousness of 80%. All runoff from this area will drain to the proposed detention pond.

Basin G: This basin consists of area around the proposed detention pond, having an area of 0.57 acres. It has an imperviousness of 61.38%.

Basin OF-1: This basin consists of the small portion of the proposed 2nd St. and sidewalk at the northwest corner of the site, having an area of 0.16 acres. It has an imperviousness of 80.88%. The runoff from this area will drain west to existing storm drainage system along Rollie Avenue.

Basin OF-2: This basin consists of green space (0.08 acres) along the western property line. It has an imperviousness of 2.00%. The runoff from this area will drain north along Rollie Avenue to the existing storm drainage system along Rollie Avenue.

Basin OF-3: This basin consists of green space, sidewalk and pavement along the western property line, having an area of 0.23 acres. It has an imperviousness of 36.84%. The runoff from this area will drain west in the existing ditch and ultimately to the existing storm drainage system along Rollie Avenue.

Basin OF-4: This basin consists of green space, sidewalk and pavement along the western property line, and Colorado State Highway 52, having an area of 0.81 acres. It has an imperviousness of 59.67%. The runoff from this area will drain west in the existing ditch and ultimately to the existing storm drainage system along Rollie Avenue.

Basin OF-5: This basin consists of green space, sidewalk and pavement along the western property line and Colorado State Highway 52, having an area of 0.47 acres. It has an imperviousness of 41.10%. The runoff from this area will drain west in the existing ditch and ultimately to the existing storm drainage system along Rollie Avenue.

Basin OF-6: This basin consists of green space along the eastern property line having an area of 0.25 acres. It has an imperviousness of 2.00%. The runoff from this area will drain north in the existing ditch along the eastern property line.

The table below summarizes runoff for each basin:

Table 4.1 Basin Summary Table

BASIN SUMMARY TABLE				
Basin Designation	Area (ac)	Q2 (cfs)	Q5 (cfs)	Q100 (cfs)
A	1.95	3.57	5.21	11.29
B	0.40	0.68	1.00	2.16
C	3.49	5.28	7.72	16.71
D	1.62	2.97	4.35	9.41
E	2.56	4.69	6.85	14.84
F	0.45	0.72	1.05	2.28
G	0.10	0.20	0.30	0.65
H	0.57	0.74	1.09	2.65
OF-1	0.16	0.32	0.46	0.99
OF-2	0.08	0.00	0.00	0.09
OF-3	0.23	0.17	0.25	0.80
OF-4	0.81	1.18	1.74	4.29
OF-5	0.47	0.42	0.63	1.86
OF-6	0.25	0.00	0.00	0.13

To determine the adequacy of the proposed inlets of 2nd Street, the design team took a cross section at the inlets location to determine the depth of water at the inlet. This depth was then used to determine the inlet capacity using the CRITERIA inlet capacity graphs. The inlet capacity was then compared to the known flow to determine if these inlets were sufficient. The following summarizes the inlets of 2nd Street:

	<u>Storm Event</u>	
	<u>5-yr</u>	<u>100-yr</u>
Inlet type	R	R
Length of Inlet	10'	10'
Total Inlets	2	2
Depth of Ponding	0.48'	0.69'
Capacity/Inlet (cfs)	10.3	16.6
Total Capacity (cfs)	20.6	33.20
Street Flow at inlet	15.28	33.09
Capacity > Flow	Yes	Yes

See Appendix C for associated calculations.

C. Detention

The proposed detention pond is an extended detention basin design to treat, store and regulate the water quality volume, along with storing and regulating the release rate of the 5-yr and 100-yr storm events. The discharge from the detention basin will be controlled by a series of orifices and an outlet pipe. This detention pond will also feature an emergency spillway with 1 foot of freeboard for safety.

The table below summarizes the release rates & storage volumes:

Table 4.2 Release Rate and Storage Volume Summary

RELEASE RATE AND STORAGE VOLUME SUMMARY					
Storm Event	Contributing Basin (s) (ac)	Contributing Area (s) (ac)	Imperviousness (%)	Volume Stored (ac-ft)	Release Rate (cfs)
Water Quality	A-G	11.13	78.46	0.265	0.20
10-yr	A-G	11.13	78.46	0.577	7.6
100-yr	A-G	11.13	78.46	1.038	12.00

V. SUMMARY

A. Compliance with Standards

This drainage report has been prepared in accordance with the City of Fort Lupton Storm Drainage Design and Technical Criteria and The Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual. No variances have will be requested at this time.

B. Drainage Concept

The proposed drainage facilities are design to comply with the criteria listed above. The design effectively controls stormwater runoff onsite, offsite and ultimately downstream by treating and regulating stormwater locally in multiple facilities. It is not anticipated that this project would result in any adverse impacts to upstream or downstream properties.

VI. REFERENCES

1. *City and Fort Lupton Storm Drainage Design and Technical Criteria*, Accessed December 2018.
2. *Urban Storm Drainage Criteria Manual, Volumes I, II, III*, Urban Drainage and Flood Control District, Latest online version.
3. FEMA, FIRM Panel Map No. 08123C2110E, Revised January, 1 2018.



1675 Broadway, Ste. 200
Denver, CO 80202
303-297-2976 phone
303-297-2693 fax

DRAINAGE BASIN MAP





Know what's below.
Call before you dig.

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4 & OUTLOT A, VINCENT'S EAST ADDITION THIRD FILING,
COUNTY OF WELD, STATE OF COLORADO.

BASIS OF BEARING

GPS DERIVED BEARINGS BASED ON A BEARING OF SOUTH 00°16'1 0" EAST ALONG THE
EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 5, BETWEEN A FOUND #6
REBAR WITH 3 1/4" ALUMINUM CAP "LS 14823" IN RANGE BOX PER MONUMENT RECORD
AT THE NORTH QUARTER CORNER OF SECTION 5 AND A FOUND #6 REBAR WITH 3 1/4"
ALUMINUM CAP "LS 13155" IN RANGE BOX (PER MONUMENT RECORD) AT THE CENTER
QUARTER CORNER OF SECTION 5 AS SHOWN HEREON. COLORADO STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83/07). ALL
BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

BENCHMARK

GPS DERIVED ELEVATIONS BASED ON NGS POINT U 260 RESET, WITH A PUBLISHED
ELEVATION OF 4893.9 FEET (NAVD88), BEING A FOUND STANDARD NGS BM DISK
STAMPED U 260 RESET 1993 SET IN A DRILL HOLE IN A CONCRETE DIVISION BOX
LOCATED ON COUNTY ROAD 16. SEE NGS SHEET FOR MORE INFORMATION. AN
ONSITE BENCHMARK WAS ESTABLISHED AT THE SOUTHERLY END OF BETH AVENUE
R.O.W., BEING A SET 1 1/2" ALUMINUM CAP STAMPED "CP-1" WITH AN ELEVATION OF
4916.30 FEET.

LEGEND

- 4915 EXISTING CONTOUR MAJOR
- 4914 EXISTING CONTOUR MINOR
- 4915 PROPOSED CONTOUR MAJOR
- 4917 PROPOSED CONTOUR MINOR
- BASIN BOUNDARY
- CURB AND GUTTER
- SPILL CURB
- PROPERTY BOUNDARY
- EXISTING SWALE
- EXISTING FENCE
- EXISTING STORM SEWER
- PROPOSED ASPHALT
- PROPOSED SIDEWALK
- ROAD FLOWLINE TRANSITION
- DIRECTION OF DRAINAGE

- EXISTING STORM INLET
- PROPOSED STORM SEWER W/ MANHOLE
- PIPE RUN I.D.
- SURFACE FLOW DESIGN POINT
- SUB-BASIN ID
- BASIN IDENTIFIER
- AREA IN ACRES
- 100 YR C COEFF.
- 5 YR C COEFF.

BASIN SUMMARY TABLE

Basin Designation	Area (ac)	Q2 (cfs)	Q5 (cfs)	Q100 (cfs)
A	1.95	3.57	5.21	11.29
B	0.40	0.68	1.00	2.16
C	3.49	5.28	7.72	16.71
D	1.62	2.97	4.35	9.41
E	2.56	4.69	6.85	14.84
F	0.45	0.72	1.05	2.28
G	0.10	0.20	0.30	0.65
H	0.57	0.74	1.09	2.65
OF-1	0.16	0.32	0.46	0.99
OF-2	0.08	0.00	0.00	0.09
OF-3	0.23	0.17	0.25	0.80
OF-4	0.81	1.18	1.74	4.29
OF-5	0.47	0.42	0.63	1.86
OF-6	0.25	0.00	0.00	0.13

PEAK FLOW SUMMARY TABLE

Design Point	Contributing Basin(s) (ac)	Contributing Area (ac)	Q2 (cfs)	Q5 (cfs)	Q100 (cfs)
1	A-H	11.13	18.85	27.57	60.00
2	D, E	4.18	7.66	11.20	24.25
3	D	1.62	2.97	4.35	9.41
4	A-C, F, G	6.38	10.45	15.28	33.09
5	A, B, C	5.84	9.53	13.93	30.16
6	A	1.95	3.57	5.21	11.29
7	F, G	0.54	0.92	1.35	2.93
8	C, F	3.93	6.00	8.77	18.99



CIVIL ENGINEER:
WILSON & COMPANY
1675 BROADWAY, SUITE 200
DENVER, COLORADO 80202
PHONE: 303-297-2976
FAX: 303-297-2693
www.wilsonco.com

PROPERTY OWNERS:
VINCENT VILLAGE, LLC (BOB LEINO)
5300 DTC PKWY STE 100
GREENWOOD VILLAGE, CO
PHONE: 720-339-8841

SEAL:

PROJECT NAME:
VINCENT VILLAGE, LLC

PROJECT NO: 18-600-421-00
DESIGNED BY: EMR
DRAWN BY: EMR/TGW
CHECKED BY: JMG/KMG
DATE: JULY 3, 2019
SHEET TITLE:
DRAINAGE MAP
SHEET NO:
C3.07

BY

DESCRIPTION

DATE

REV.

Fort Lupton, Colorado

Page 206 of 228



1675 Broadway, Ste. 200
Denver, CO 80202
303-297-2976 phone
303-297-2693 fax

RATIONAL METHOD CALCULATIONS



Project: Vincent Village
 Location: Fort Lupton, CO
 Designer: RAK
 Date: 11/16/2018
 Latest Revision: 6/14/2019

¹From Table 6-3 in UDFCD Volume 1

²From Table 6-4 in UDFCD Volume 1

IMPERVIOUSNESS AND RUNOFF COEFFICIENT CALCULATIONS

				Roofs	Lawn	Pavement	Sidewalk	Pond HWL						
				Impervious % ¹	90%	2%	100%	90%	100%					
Basin Designation	NRCS Hydrologic Soil Group	Total Area (ac)	Total Area (sf)	Roofs (sf)	Lawn (sf)	Pavement (sf)	Sidewalk (sf)	Pond HWL (sf)	Percent Impervious	Runoff Coefficients, C ¹				
										C ₂	C ₅	C ₁₀	C ₁₀₀	
A	A	1.95	84,783	-	-	-	-	-	80.00%	0.63	0.65	0.66	0.73	
B	A	0.40	17,584	-	-	-	-	-	80.00%	0.63	0.65	0.66	0.73	
C	A	3.49	151,881	-	-	-	-	-	80.00%	0.63	0.65	0.66	0.73	
D	A	1.62	70,690	-	-	-	-	-	80.00%	0.63	0.65	0.66	0.73	
E	A	2.56	111,444	-	-	-	-	-	80.00%	0.63	0.65	0.66	0.73	
F	A	0.45	19,421	-	-	-	-	-	80.00%	0.63	0.65	0.66	0.73	
G	A	0.10	4,230	-	-	-	-	-	80.00%	0.63	0.65	0.66	0.73	
H	A	0.57	24,826	0	8,170	0	0	15,074	61.38%	0.44	0.46	0.48	0.59	
Overall Onsite		11.13	484,859	0	8,170	0	0	15,074	79.05%	0.62	0.64	0.65	0.73	
OF-1	A	0.16	7,143	0	1,254	4,518	1,371	0	80.88%	0.64	0.66	0.67	0.74	
OF-2	A	0.08	3,580	0	3,580	0	0	0	2.00%	0.01	0.01	0.01	0.13	
OF-3	A	0.23	9,889	0	6,183	1,844	1,862	0	36.84%	0.23	0.24	0.25	0.40	
OF-4	A	0.81	35,329	0	14,291	18,594	2,444	0	59.67%	0.43	0.44	0.46	0.58	
OF-5	A	0.47	20,476	0	12,157	6,848	1,471	0	41.10%	0.26	0.28	0.29	0.43	
OF-6	A	0.25	10,863	0	10,863		0	0	2.00%	0.01	0.01	0.01	0.13	
Overall Offsite		2.00	87,280	0	48,328	31,804	7,148	0	44.92%	0.25	0.26	0.27	0.36	



Fort Lupton Fire Protection District

1121 Denver Avenue • Fort Lupton, Colorado 80621

Office: (303)857-4603 • Fax: (303)857-6619 • Website: www.fortluptonfire.org

Date: 8/21/2020

Project name: Auto Zone

Project address: 1300 2nd St., Fort Lupton, CO

FLFPD Project #2020-024

Plan reviewer: Taw Tamlin, Fire Marshal

The Fire District has reviewed the submitted plans for the new **Auto Zone** located at **1300 2nd St.** Fort Lupton, CO. The submittal was reviewed for compliance with *2012 International Fire Code (IFC)* and National Fire Protection Association (*NFPA*) standards as adopted by the Fort Lupton Fire Protection District, the City Council of Fort Lupton and the Weld County Commissioners. The plans are approved with the following specific requirements and conditions.

Specific Requirements

1. The total amount of hazardous materials for a Mercantile occupancy without a fire sprinkler system, control rooms, or flammable/hazardous materials cabinet are listed below:

Hazardous Material	Solids (Pounds)	Liquids (Gallons)
Corrosives	9,750	975
Toxic	1,000	100
High Toxic	20	2
Oxidizers		
Class 4	Not Allowed	Not Allowed
Class 3	1,150	115
Class 2	2,250	225
Class 1	18,000	1,800
Hazardous Material	Solids (Pounds)	Liquids (Gallons)
Unstable Reactives	-	-
Class 4	Not Allowed	Not Allowed
Class 3	550	55
Class 2	1,150	115
Class 1	Not Limited	Not Limited
Water Reactives	-	-
Class 3	550	55
Class 2	1,115	115
Class 1	Not Limited	Not Limited
Flammable & Combustible	-	-



Fort Lupton Fire Protection District

1121 Denver Avenue • Fort Lupton, Colorado 80621

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liquids		
Class IA	N/A	30
Class IB, II, & IIIA	N/A	1,600
Class IIIB	N/A	12,300

Storage of Aerosol products in Group M occupancies on the ground floor with non-segregated storage areas shall not exceed 2,500 pounds. *2012 IFC Sections 5003.11.1, 5704.3.4.1 & 5104.7*

Auto parts store usually store and sell flammable & combustible liquids, aerosols and corrosives in various containers. Please use the above table for future reference when looking at bringing in additional product lines.

1. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained. *2012 IFC, 505.1*
 - a. *Address numbers shall be placed above the front door to the building.*
2. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the fire code official. *2012 IFC, 506.1*

You can go to the following link to purchase a Knoxbox. <https://www.knoxbox.com/>



Fort Lupton Fire Protection District

1121 Denver Avenue • Fort Lupton, Colorado 80621

Office: (303)857-4603 • Fax: (303)857-6619 • Website: www.fortluptonfire.org

Required inspections

- Final fire code inspection shall be required.

It shall be the duty of the holder of the permit or their duly authorized agent to notify the fire code official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

Please contact Fire Marshal, Taw Tamlin at 303-857-4603 one week in advance to schedule final inspection or if you have questions or need further assistance.

Stamped plans need to be onsite at time of inspection.



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694

Fax: 303.857.0351

www.fortluptonco.gov

MEMO

To: Todd Hodges
Alyssa Knutson
CC: Jessica Greenough (Galloway)
From: Roy Vestal
Date: August 27, 2020
Subject: AutoZone Site Plan; LUP2020-0019; SPR2020-0005
Public Works Review

Public Works has reviewed the submitted documents for the above referenced development project. Be advised, review of construction drawings is for general compliance with city standards. **CD's are approved as submitted.**

1. Utilities Service

a. Water - Chapter 3

- i. Utility drawing indicates a 3/4" water service.

b. Sanitary Sewer - Chapter 4

- i. Utility drawing indicates a 4" sanitary sewer service.

2. Drainage

- a. The revised Drainage letter provided is acceptable.

3. Transportation - Traffic Control - Chapter 8

- a. The provided Traffic Letter is acceptable.

4. Utilities

a. Water - Chapter 3

- i. Backflow prevention assemblies (if required) shall be tested by a Certified Cross-Connection Control Technician upon installation and tested at least annually, thereafter.
- ii. Plumbing plans / Irrigation Plan should identify back flow prevention devices and will require inspection by a certified backflow prevention technician and registration on the City's Aqua Flow web site. The backflow device will require annual inspections and entry to the City's Cross Connection Inspection Control system (in accordance with Section 13-85 of the City Municipal Code). Please provide plumbing plans for review.

5. **Landscape / Grading** - *Chapter 2 Design Standards*

- a. This lot may still be covered under the Vincent Village SWMP, if not, a Stormwater Discharge permit must be acquired from CDPH&E. Please submit proof of prior to receiving construction permits. Please provide copy of permit from CDPH&E.

6. **A Public Works ROW permit** shall be obtained for the drive entrance work, water service and sanitary service.

Final approval of drawings does not infer the drawings are error free. The City shall have full authority to review and approve all submittals and construction for compliance with these DESIGN STANDARDS and CONSTRUCTION SPECIFICATIONS. An approval or acceptance by the City does not relieve the owner, engineer, designer, or contractor from responsibility for ensuring that the calculations, plans, specifications, construction, and record drawings are in compliance with these DESIGN STANDARDS. Any approval or acceptance by the City shall not result in any liability to the City or its employees for any claim, suit, loss, damage, or injury resulting from the use or implementation of the approved documents. Nothing in these DESIGN STANDARDS shall be construed to circumvent any sections of the City of Fort Lupton Code or sub codes, pertaining to responsibility for reports, studies, designs, and construction.



September 14, 2020

City of Fort Lupton Planning Department
130 S. McKinley Ave.
Fort Lupton, CO 80621

Re: LUP2020-0019; SPR2020-0005 – AutoZone Site Plan

Dear Maria Lancto:

On behalf of United Power, Inc., thank you for inviting us to review and comment on the LUP2020-0019; SPR2020-0005 – AutoZone Site Plan. After review of the information, we have the following comments:

- We request an 8' to 10' wide utility easement on the West side of the site location (lot 4) where the proposed underground electrical service is proposed going to the transformer and meter location. Please ensure it connects to the existing 15' utility easement on the south end of lot. We may need a pocket easement for the proposed transformer location, but this does not need to be on the recorded plat.

Please note, the property owner/developer/contractor must submit an application along with CAD data for new electric service via <https://www.unitedpower.com/construction>. United Power would like to work with these persons early in the construction process on getting an electric design prepared so that we can request any additional easements needed and hopefully have those easements dedicated on the plat rather than obtaining separate document(s). Obtaining easements via a separate document can be time consuming and could cause delays.

As a Reminder: No permanent structures are acceptable within the dry utility easement(s); such as, window wells, wing walls, retaining walls, basement walls, roof overhang, anything affixed to the house like decks, etc. United Power considers any structure that impedes the access, maintenance, and safety of our facilities a permanent structure. No exceptions will be allowed, and any encroachments could result in penalties.

Service will be provided according to the rules, regulations, and policies in effect by United Power at the time service is requested. We look forward to safely and efficiently providing reliable electric power and outstanding service.

Thank you,

A handwritten signature in black ink, appearing to read "Samantha Riblett". The signature is fluid and cursive, with the first name "Samantha" written in a larger, more prominent script than the last name "Riblett".

Samantha Riblett
United Power, Inc.
Right of Way Administrative Assistant
O: 303-637-1324 | Email: platreferral@unitedpower.com

Sign Posting Affidavit

AutoZone Site Plan

Project No. LUP2020-0019 / Plan No. SPR2020-0005



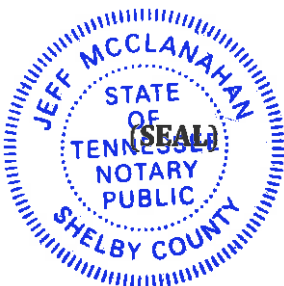
Highway 52 / 1st Street

I, MITCH BRAMLITT hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 8th day of SEPTEMBER, 2020.

Mitch Bramlitt
Signature of Owner or Owner's Representative

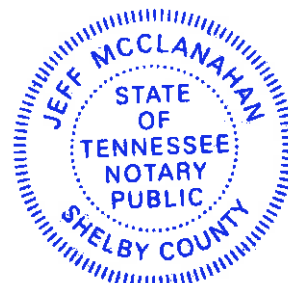
The foregoing instrument was acknowledged before me by Mitch Bramlitt, this 10th day of September, 2020. Witness my hand and seal.

My commission expires 1/18/2022



Jeff McClanahan
Notary Public Jeff McClanahan

My Commission Expires
January 18, 2022



**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 site plan known as the AutoZone Site Plan located approximately 0.06 miles east of Rolie Avenue and north and adjacent to Highway 52 in the 'C-1' General Commercial Zone District within the City of Fort Lupton, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on September 24, 2020, at 6:00 P.M., and before the City Council on October 20, 2020, at 7:00 P.M. or as soon as possible thereafter.

The public hearings shall be held in the City Hall, 130 South McKinley Avenue, Fort Lupton, Colorado, or at such other time or place in the event this hearing is adjourned. Further information is available through the City Planning and Building Department at (303) 857-6694.

**ALL INTERESTED PERSONS
MAY ATTEND**

LEGAL DESCRIPTION

THE LAND REFERRED TO HERE-
IN BELOW IS SITUATED IN THE
COUNTY OF WELD, STATE OF
COLORADO, AND IS DESCRIBED
AS FOLLOWS:

LOT 4,
VINCENT'S EAST ADDITION 3RD
FILING SECOND AMENDED SUB-
DIVISION,
COUNTY OF WELD,
STATE OF COLORADO

Published in the Fort Lupton Press
September 9, 2020



**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 site plan known as the AutoZone Site Plan located approximately 0.06 miles east of Rollie Avenue and north and adjacent to Highway 52 in the 'C-1' General Commercial Zone District within the City of Fort Lupton, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

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ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

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

LOT 4,
VINCENT'S EAST ADDITION 3RD FILING SECOND AMENDED SUBDIVISION,
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: AUTOZONE SITE PLAN

PROPERTY ADDRESS

1300 2ND STREET, FORT LUPTON, COLORADO 80621

PROPERTY OWNER

AUTOZONE, INC.
123 S. FRONT STREET
MEMPHIS, TN 38103
STEVEN.WALDO@AUTOZONE.COM
ATTN: STEVEN WALDO

DEVELOPER

AUTOZONE, INC.
123 S. FRONT STREET
MEMPHIS, TN 38103
STEVEN.WALDO@AUTOZONE.COM
ATTN: STEVEN WALDO

CIVIL ENGINEER

GALLOWAY & COMPANY, INC.
6162 S. WILLOW DRIVE, SUITE 330
GREENWOOD VILLAGE, COLORADO 80111
TEL: (303) 770-8884
FAX: (303) 770-3636
ATTN: JESSICA GREENOUGH, PE

LANDSCAPE ARCHITECT

GALLOWAY & COMPANY, INC.
6162 S. WILLOW DRIVE, SUITE 330
GREENWOOD VILLAGE, COLORADO 80111
TEL: (303) 770-8884
FAX: (303) 770-3636
ATTN: SARAH ADAMSON, RLA

SURVEYOR

RED PLAINS SURVEYING COMPANY
1917 S. HARVARD AVENUE
OKLAHOMA CITY, OK 73108
PHONE: 405-613-7842
FAX: 405-653-7852

CITY AGENCIES

PLANNING

FORT LUPTON - PLANNING & BUILDING DEPARTMENT
130 S. MCKINLEY AVENUE
FORT LUPTON, COLORADO 80621
TEL: (720) 466-6128
EMAIL: AMANUTSON@FORTLUPTONCO.GOV
ATTN: ALESSA KNUTSON

ENGINEERING

FORT LUPTON - PUBLIC WORKS DEPARTMENT
130 S. MCKINLEY AVENUE
FORT LUPTON, COLORADO 80621
TEL: (303) 857-6604
EMAIL: RVESTAL@FORTLUPTONCO.GOV
ATTN: ROY VESTAL

WATER & SANITARY

FORT LUPTON - PUBLIC WORKS DEPARTMENT
130 S. MCKINLEY AVENUE
FORT LUPTON, COLORADO 80621
TEL: (303) 857-6604
EMAIL: RVESTAL@FORTLUPTONCO.GOV
ATTN: ROY VESTAL

STORM SEWER

FORT LUPTON - PUBLIC WORKS DEPARTMENT
130 S. MCKINLEY AVENUE
FORT LUPTON, COLORADO 80621
TEL: (303) 857-6604
EMAIL: RVESTAL@FORTLUPTONCO.GOV
ATTN: ROY VESTAL

FIRE PROTECTION

FORT LUPTON FIRE PROTECTION DISTRICT
1121 DENVER AVENUE
FORT LUPTON, COLORADO 80621
TEL: (303) 857-4003 EX. 110
EMAIL: TAMAM@FORTLUPTONFIRE.COM
ATTN: TAM TAM

BUILDING

FORT LUPTON - PLANNING & BUILDING DEPARTMENT
130 S. MCKINLEY AVENUE
FORT LUPTON, COLORADO 80621
TEL: (720) 466-6106
EMAIL: THOCHES@FORTLUPTONCO.GOV
ATTN: TERRY THOCHES

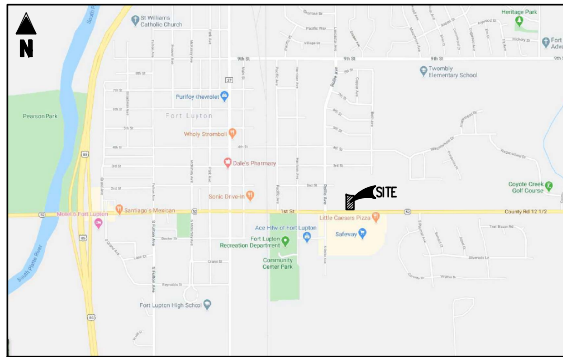
ELECTRIC

UNITED POWER
TEL: (303) 659-0551
EMAIL: SHREETH@UNITEDPOWER.COM
ATTN: SAMANTHA HIBLETT

GAS

XCEL ENERGY
1123 W. 3RD AVENUE
DENVER, COLORADO 80203
TEL: (303) 571-3336
EMAIL: DONALD.A.GEORGE@XCELENERGY.COM
ATTN: DONNA GEORGE

SITE PLAN
AUTOZONE
LOT 4, VINCENT'S EAST ADDITION 3RD FILING SECOND AMENDED SUBDIVISION,
COUNTY OF WELD, STATE OF COLORADO.



VICINITY MAP
SCALE: 1"=1,000'

CONSTRUCTION NOTES

1. FENCES, WALLS, SIGNS, AND ACCESSORY STRUCTURES ARE SUBJECT TO SEPARATE REVIEW AND PERMITS BY GENERAL CONTRACTOR (GC).
2. ANGLES NOT SHOWN ARE OTHER 90 DEGREES OR A SUPPLEMENT OF THE ANGLE INDICATED.
3. PRIVATE ROADWAYS SHALL BE POSTED WITH "ONE WAY" SIGNS AS REQUIRED BY THE FORT LUPTON FIRE PROTECTION DISTRICT.
4. PARKING SPACES FOR PERSONS WITH DISABILITIES WILL BE CLEARLY DEMARKED WITH UPRIGHT SIGNS.
5. APPROVAL FOR THIS PLAN DOES NOT CONSTITUTE OR IMPLY COMPLIANCE WITH ADA REQUIREMENTS.
6. TREES SHALL BE LANDSCAPED PRIOR TO ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY (C/O) DURING THE GROWING SEASON OF APRIL 1ST TO OCTOBER 1ST. AT ALL OTHER TIMES THE SITE SHALL BE LANDSCAPED WITHIN 45 (FORTY-FIVE) DAYS OF THE START OF THE FOLLOWING GROWING SEASON.
7. ACCESS SHALL BE MAINTAINED OR NEW ACCESS TO THE SITE DURING CONSTRUCTION FOR POLICE, FIRE, MEDICAL, AND OTHER EMERGENCY VEHICLES AND FOR THE PROVISION OF EMERGENCY SERVICES.
8. ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH UNDERGROUND AUTOMATIC IRRIGATION SYSTEM TREES, SHRUBS, AND DECORATIVE GRASSES WILL BE IRRIGATED BY A SEPARATE ZONE FROM SOIL GRASSES. THIS INCLUDES TREES PLANTED IN SOIL GRASS AREAS. THE IRRIGATION SYSTEM IS TO HAVE A FAN SENSOR SHUTOFF MECHANISM.
9. PRIVATE ROADWAYS ARE NON-DEDICATED STREETS AND WILL NOT BE MAINTAINED BY THE CITY OF FORT LUPTON.
10. EXCAVATION AND DRAINAGE MATERIAL SHALL MEET SECTION 203 OF THE COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION OR REQUIREMENTS OTHERWISE SPECIFIED IN THE APPROVED SALS REPORT.
11. ALL WORK WITHIN PUBLIC R.O.W. SHALL BE PER THE CITY OF FORT LUPTON STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS (CURRENT EDITION).
12. ALL WORK FOR WATER SERVICES SHALL BE PER THE CITY OF FORT LUPTON STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS (CURRENT EDITION).
13. SIGN AND MARKING STANDARDS: ALL WORK SHALL BE PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION) UNLESS NOTED OTHERWISE.
14. ALL MAINTENANCE WORK SHALL BE PER THE CITY OF FORT LUPTON STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS (CURRENT EDITION).

SITE DATA TABLE			
LOT SIZE		35,383 SQ. FT.	0.720 ACRES
BUILDING AREA		6,880 SQ. FT.	25.0%
PARKING AREA		18,257 SQ. FT.	51.6%
LANDSCAPE AREA		6,245 SQ. FT.	17.4%
RAW LANDSCAPE AREA		3,038 SQ. FT.	0.069 ACRES
PARCEL IDENTIFICATION NUMBER (PIN)		1470504004	
ZONING DISTRICT		C1 - GENERAL COMMERCIAL DISTRICT	
OCCUPANCY GROUP		M (MERCANTILE)	
CONSTRUCTION TYPE			9-8
MIN. BUILDING SETBACKS	BUILDING HEIGHT	ALLOWED	PROPOSED
		MAXIMUM = 40'	22'-0"
		REQUIRED	PROPOSED
MIN. BUILDING SETBACKS	NORTH	10' MINIMUM (FRONT YARD)	13.8'
		10' MINIMUM (SIDE YARD)	23.0'
		10' MINIMUM (REAR YARD)	16.6'
		10' MINIMUM (REAR YARD)	16.6'
PARKING	BICYCLE PARKING	REQUIRED	PROPOSED
		1 SPACE	3
		1 SPACE	2
		1 SPACE FOR 600 S.F. OF A (15 SPACES)	26

SHEET INDEX	
SHEET NO.	DESCRIPTION
C0.0	COVER SHEET
C1.0	SITE AND HORIZONTAL CONTROL PLAN
C1.1	SITE DETAILS
C2.0	GRADING PLAN
C3.0	EROSION CONTROL PLAN
C3.1	EROSION CONTROL DETAILS
C4.0	UTILITY PLAN
C4.1	UTILITY DETAILS
L1.0	LANDSCAPE PLAN
PH-1	PHOTOMETRIC PLAN
PS-1	FLOOR PLAN / ROOF PLAN
PS-2	EXTERIOR ELEVATIONS AND NOTES
CE-1	COLOR ELEVATIONS AND NOTES

BENCHMARK

THE BENCHMARK PROVIDED BY THE DEVELOPER, MARKER "X" ON THE PROPERTY, LOCATION: EAST RIGHT-OF-WAY OF HOLLY AVENUE, 40.7' NORTH OF SOUTHWEST CORNER, LOT 3, RECEPTION NO. 484542, ELEVATION: 4845.42 FEET, MADE BY SURVEY.

BASIS OF BEARING

THE BASIS OF SURVEY IS PER RECEPTION NO. 484542, AS SHOWN ON THE NORTH LINE OF THE PLAN OF VINCENT'S EAST ADDITION 3RD FILING SECOND AMENDED SUBDIVISION, WAS USED AS THE BASIS OF BEARING FOR THE PURPOSE OF THIS SURVEY.

LEGAL DESCRIPTION

LOT 4,
VINCENT'S EAST ADDITION 3RD FILING SECOND AMENDED SUBDIVISION,
COUNTY OF WELD,
STATE OF COLORADO.

FOR INFORMATIONAL PURPOSES ONLY: PIN: 1470504004
THE PROPERTY DESCRIBED AND DEPICTED HEREIN IS THE SAME AS INDICED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NUMBER NCS-16680-WELD, WITH A COMMITMENT DATE OF OCTOBER 30, 2019 AT 5:00 P.M.

CAUTION - NOTICE TO CONTRACTOR

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLING OR ALTERNATE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

Galloway

5265 Ronald Reagan Blvd., Suite 210
Johnston, CO 80534
970.801.2300
Galloway@GCI.com

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GALLOWAY & MAY IS PROHIBITED.

AutoZone

AUTOZONE, INC.
123 South Front Street
Memphis, TN, 38103
901-495-8714

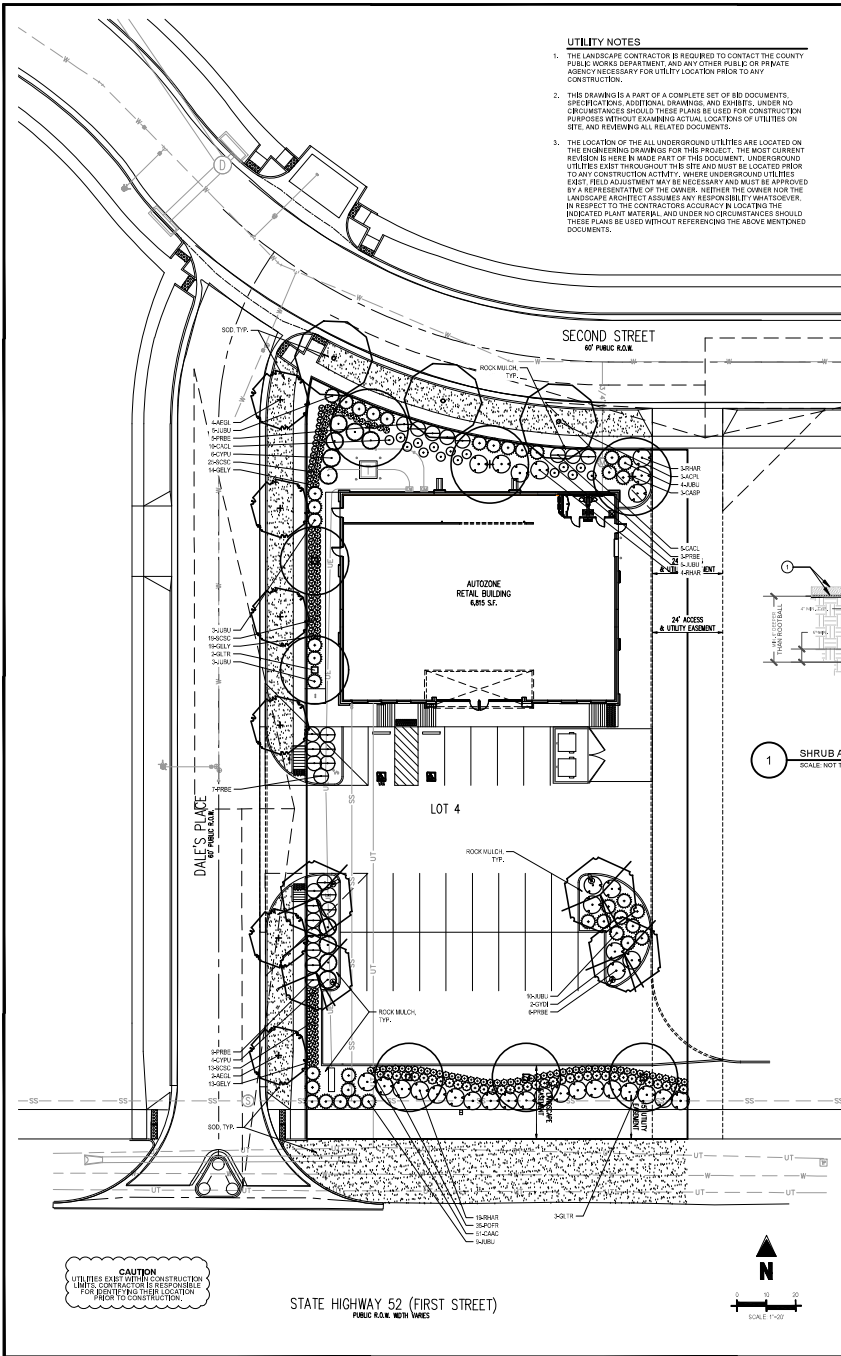
AUTOZONE
LOT 4, VINCENT'S EAST ADDITION
3RD FILING SECOND AMENDED SUBDIVISION
SITE PLAN
NEC STATE HIGHWAY 52 & DALE'S PLACE
FORT LUPTON, COLORADO

#	Date	Issue /Description	Int.
1	10/30/2019	101 (PH) PLAN SUBMITTAL	PH
2			
3			
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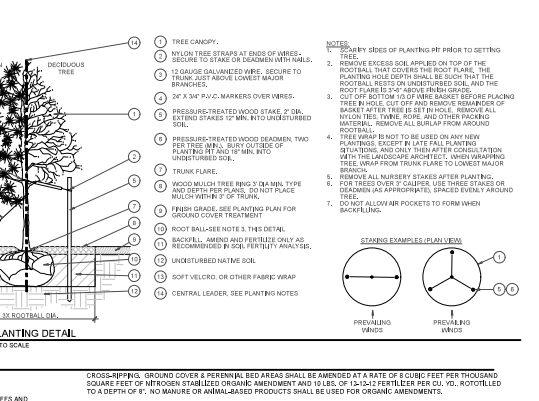
Project No.	AT2000024
Drawn By:	ELW
Checked By:	JWS
Date:	10/30/2019

COVER SHEET

C0.0



PLANTING LEGEND		LEADER	PLANTING SIZE	MATURE SIZE	WATER USE
QTY	ABBREV	BOTANIC NAME	COMMON NAME	(MIN/MAX)	(L, L, M, H)
DECIDUOUS TREES					
3	ACR	ACER PLATANOIDES	NORWAY MAPLE	2" CAL. BAB	10'x40' M
8	AEQ	ABQUQUER GLABRA	OHIO BUCKEYE	2" CAL. BAB	40'x40' M
3	CAP	CATALPA SPECIOSA	WESTERN CATALPA	2" CAL. BAB	30'x30' L
5	GLT	GLEDITSIA TRIANGULOS INERMIS 'IMPERIAL'	IMPERIAL HORNELOCKBUSH	2" CAL. BAB	35'x25' L
3	GVC	GYMNOCLADUS SACCUS	KENTUCKY COFFEETREE	2" CAL. BAB	30'x30' L
DECIDUOUS SHRUBS					
15	CAL	CARYOPHTERUS XCLANDONENSIS	BLUE MIT SPIDEA	#5 CONT: 18-24"	33'x3' VL
48	GEL	GENISTEA LYONII	LYDIA WOODSPAWN	#5 CONT: 18-24"	2'x2' VL
35	POPR	POTENTILLA FRUTICOSA "TANGIERNE"	TANGIERNE POTENTILLA	#5 CONT: 18-24"	2'x3' L/M
25	PREE	PRUNUS BESSEYI PANANEE BUTTES'	PANANEE BUTTES SAAD CHERRY	#5 CONT: 18-24"	18'x9' VL
32	RHR	RHUS AICOMATICA GROWN-LOW	GROWN-LOW FRAGRANT SUMAC	#5 CONT: 18-24"	3'x9' L/M
EVERGREEN SHRUBS					
10	CYPR	CYTISUS PURSHII SPANISH-GOLD	SPANISH GOLD BROOM	#5 CONT: 18-24"	4'x6' VL
30	JUVA	JUNIPERUS SAEBNA 'BUFFALO'	BUFFALO JUNIPER	#5 CONT: 18-24"	12'x9' VL
ORNAMENTAL GRASSES					
51	CAAC	CALLAMAGOSTIS ACUTIFOLIA KARL FOERSTER	FEATHER REED GRASS	#1 CONT	5'x2' L
57	SCSD	SCHIZACHYRUS SCOPARIUM	LITTLE BLUESTEM	#1 CONT	3'x2' VL
MISCELLANEOUS					
5.048 SF		PERCUSE SOO	RTY (RHIZOMATOUS TALL PERCUSE)	SOD	M
6.476 SF		ROCK COBBLE RULCH	2"-4" ROCK COBBLE MULCH WITH WOOD MULCH RING AROUND ALL PLANTS	MULCH	N/A
3.00		WOOD MULCH	USE PLANTING DETAILS & DETAILS	MULCH	N/A
3.00		WOOD MULCH	DARK BROWN SIEVED HARDWOOD MULCH	MULCH	N/A



17.	ALL DECIDUOUS TREES SHALL HAVE FULL, WELL-SHAPED HEADS. EVERGREENS SHALL BE UNBURNED AND FULL TO THE BRANCHES, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED. LEADERS IN DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
18.	ALL PLANTS WITH A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ANY PLANT DEEMED UNDESIRABLE BY THE LANDSCAPE ARCHITECT SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT SHALL BE THE SOLE JUDGE AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
19.	ALL TREES SHALL BE QUINNED AND WOOD STAKES. NO "C-STAKES" SHALL BE USED FOR TREES.
20.	ALL PLANT MATERIALS SHALL BE TRUE TO TYPE, SPECIES, QUALITY AND FREE OF FREELY BROKEN ROOT BALLS, FEET, AND DISEASES, AS WELL AS CONFORM TO THE MINIMUM REQUIREMENTS DESCRIBED IN THE "NATIONAL STANDARD FOR NURSERY STOCK". FOLLOW ORANGE TREE PLANTING RECOMMENDATIONS FOR MINIMUM QUALITY REQUIREMENTS FOR TREES.
21.	ALL TREE AND SHRUB LOCATIONS ARE TO BE STAKED OUT ON SITE FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
22.	ALL TREES PLANTED ADJACENT TO PUBLIC AND/OR PEDESTRIAN WALKWAYS SHALL BE PRUNED CLEAR OF ALL BRANCHES BETWEEN GROUND AND A HEIGHT OF EIGHT (8) FEET FOR THAT PORTION OF THE PLANT LOCATED OVER THE SIDEWALK AND/OR ROAD.
23.	ALL PLANT MATERIAL SHALL NOT BE PLANTED PRIOR TO INSTALLATION OF TOPSOIL.
24.	ALL PLANT BEDS SHALL BE CONTAINED WITH STEEL EDGER. STEEL EDGER IS NOT REQUIRED ALONG CURBS, WALKS OR BUILDING FOUNDATIONS. ALL EDGING SHALL OVERLAP AT JOINTS A MINIMUM OF 1/2 INCH. EDGING SHALL BE FASTENED WITH A MINIMUM OF A 1/2 INCH PER EACH 10 FOOT SECTION. THE TOP OF ALL EDGING MATERIAL SHALL BE A ROLLED TOP AND 10 INCH ABOVE THE FINISHED GRADE OF ADJACENT LAWN OR MULCH AREAS. COLOR: DARK, GREEN.
25.	THE DEVELOPER, HIS SUCCESSOR, OR ASSIGNEE SHALL BE RESPONSIBLE FOR ESTABLISHING AND CONTINUING A REGULAR PROGRAM OF MAINTENANCE FOR ALL LANDSCAPED AREAS. SEE LANDSCAPE GUARANTEE AND MAINTENANCE NOTE.
26.	A 5-FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF ALL FIRE HYDRANTS.
27.	LANDSCAPE CONTRACTOR TO SUBMIT SAMPLES OF MISCELLANEOUS LANDSCAPING MATERIALS TO THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION. I.E., MULCH, EDGER, LANDSCAPE FABRIC, ETC.
MULCHING	
28.	AFTER ALL PLANTING IS COMPLETE, THE CONTRACTOR SHALL INSTALL A MINIMUM 4" THICK LAYER OF MULCH AS SPECIFIED IN THE PLANTING LEGEND. INSTALL A 4" THICK RING OF DOUBLE BROADCAST CLEAR MULCH AROUND ALL PLANT MATERIAL. IN ROCK MULCH BEDS WHERE LANDSCAPING IS SHOWN ON THE PLANS, WOOD MULCH BEDS SHALL BE THE CONTAINER SIZE OF THE SHRUBS, PERENNIALS, AND ORNAMENTAL GRASSES. TREE RING BEDS SHALL BE GREEN INDUSTRIES OF COLORADO MULCH, STANDED WITH.
29.	ALL MULCH SHALL BE HARVESTED IN A SUSTAINABLE MANNER FROM A LOCAL SOURCE.
30.	INSTALL EDGER FROM WOOD BARRIER FABRIC AROUND ALL ROCK MULCH SHRUB BEDS SPECIFIED ON THE PLANS ONLY. NO LANDSCAPE FABRIC SHALL BE USED IN WOOD MULCH AREAS, NO PLASTIC WOOD BARRIERS SHALL BE SPECIFIED.
31.	ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.
32.	ALL PLANTING AREAS WITH LESS THAN A 4:1 GRADE SHALL RECEIVE A LAYER OF MULCH. TYPE AND DEPTH PER PLANS. SUBMIT 1 CUBIC FOOT SAMPLE OF MULCH (ONE SAMPLE PER TYPE) TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE MULCH SHALL BE HARVESTED BY NORTH AMERICAN GREEN OR EQUIVALENT, BUT NOT ALL AND STAKE PER MANUFACTURER'S SPECIFICATIONS. SEE ALSO THE CIVIL ENGINEER'S CONTRACT SETTING, PLANTING, AND STAKE PER MANUFACTURER'S SPECIFICATIONS. SEE ALSO THE CIVIL ENGINEER'S CONTRACT SETTING, PLANTING, AND STAKE PER MANUFACTURER'S SPECIFICATIONS.
33.	ALL PLANTING AREAS ON SLOPES OVER 4:1 SHALL RECEIVE COCONUT FIBER EROSION CONTROL NETTING FROM ROLLS. NETTING SHALL BE INSTALLED AS MANUFACTURED BY NORTH AMERICAN GREEN OR EQUIVALENT, BUT NOT ALL AND STAKE PER MANUFACTURER'S SPECIFICATIONS. SEE ALSO THE CIVIL ENGINEER'S CONTRACT SETTING, PLANTING, AND STAKE PER MANUFACTURER'S SPECIFICATIONS.

Galloway

5205 Ronda Plaza Blvd, Suite 210
Jonestown, CO 80534
970.900.2000
galloway.com

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AutoZone

AUTOTUNE, INC.
123 South Front Street
Memphis, TN, 38103
901-495-8714

AUTOTUNE
3RD FILING SECOND AMENDED SUBDIVISION
SITE PLAN

NEO STATE HIGHWAY 52 & DALE'S PLACE
FORT LUPTON, COLORADO

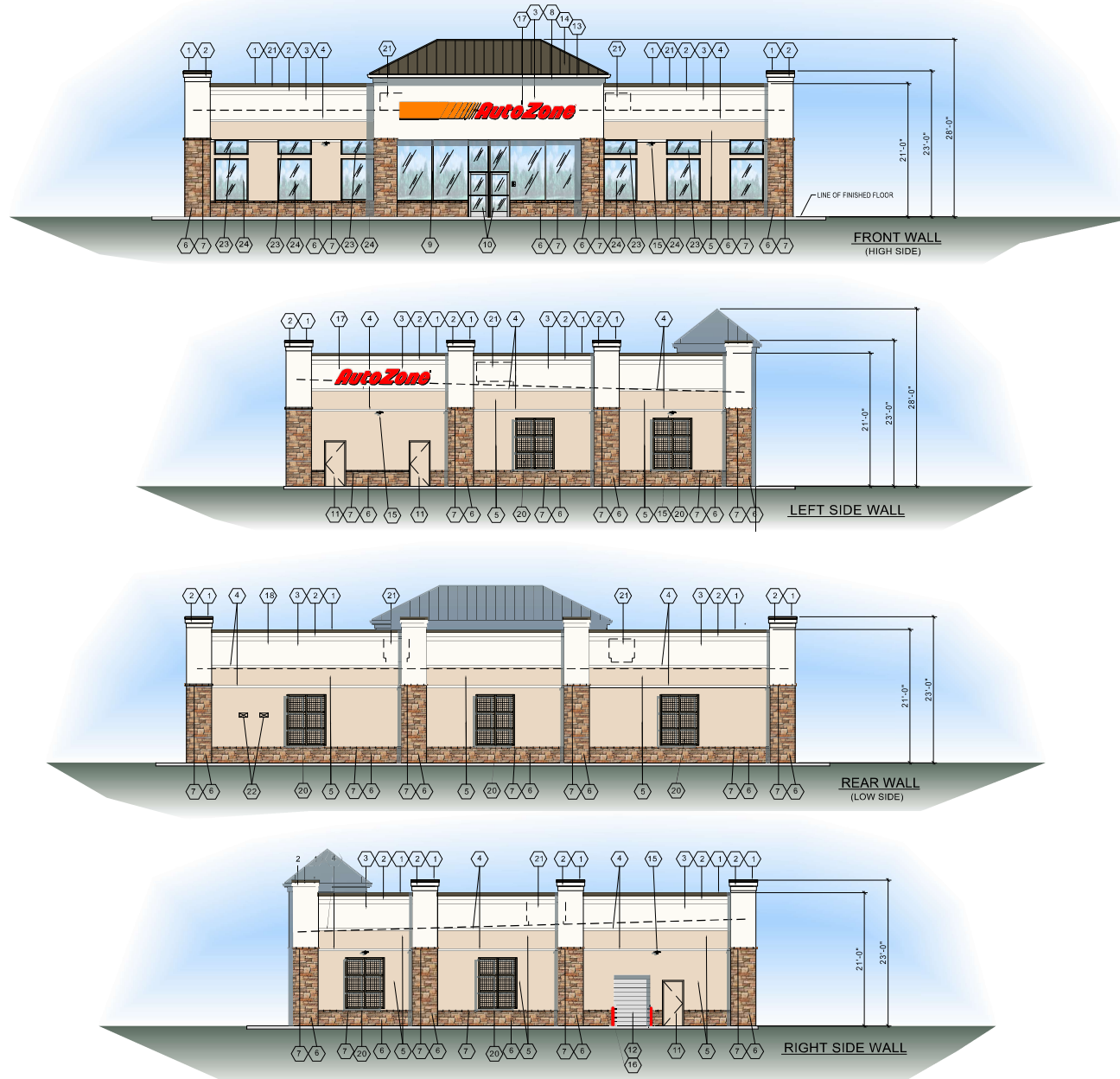
#	Date	Issue	Description	Init.
1	10/15/20	101	101 (P) PLAN SUBMITTAL	JTS
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Project No: 87200024
Drawn By: JTS
Checked By: JTS
Date: 10/15/20

LANDSCAPE PLAN

L1.0

Page 221 of 228



- 1 ALUMINUM COPING - COLOR DARK BRONZE
- 2 CORNICE STUCCO FINISH - PAINT SW6091 RELIABLE WHITE
- 3 STUCCO FINISH - PAINT SW6091 RELIABLE WHITE
- 4 PROJECTIONS WITH STUCCO FINISH - PAINT SW6091 RELIABLE WHITE
- 5 STUCCO FINISH - PAINT SW6086 SAND DUNE
- 6 STONE VENEER - COUNTRY LEDGESTONE - CARMEL
- 7 STONE VENEER SILL TO MATCH VENEER
- 8 FASCIA TRIM CEMENT FIBER BOARD PAINT 6091 RELIABLE WHITE
- 9 ALUMINUM STOREFRONT - DARK BRONZE ANODIZED FINISH
- 10 GLASS AND ALUMINUM DOORS - CLEAR ANODIZED FINISH
- 11 PAINT MAN DOOR & METAL FRAMES SW6086 SAND DUNE
- 12 DO NOT PAINT OVERHEAD DOOR - PAINT ANGLES BLACK
- 13 ALUMINUM GUTTER PAINT 6091 RELIABLE WHITE
- 14 TEE PANEL METAL ROOFING - COLOR: DARK BRONZE
- 15 WALL MOUNTED LIGHT FIXTURE
- 16 PIPE GUARD WITH RED SLEEVE
- 17 FRONT WALL SIGN - 36" CHANNEL LETTERS W/ STRIPES
- 18 REAR WALL SIGN - 36" CHANNEL LETTERS
- 19 LEFT SIDE WALL SIGN - 36" CHANNEL LETTERS
- 20 METAL TRELLIS - COLOR BRONZE
- 21 HVAC UNITS SCREENED BY PARAPETS
- 22 TOILET WALL VENTS PAINT TO MATCH WALL
- 23 CLERESTORY WINDOW - EVERGREEN GLASS
- 24 FAUX WINDOW - OPAQUE BLACK GLASS

2 ELEVATION KEY NOTES

REVISIONS			
1	REV1	4	REV4
2	REV2	5	REV5
3	REV3	6	REV6

AutoZone Store No. 6051		FORT LUPTON CO 80621	
123 South Front Street		ROLLIE AVE & 1ST STREET	
Memphis, Tennessee		COLOR ELEVATIONS AND NOTES	
Architect: Phil Record		02/28/2020	
123 South Front Street		65W2-R	
Memphis, Tennessee		CE1	
TEL: 901-495-8714 FAX: (901) 495-8969			
For Bidding & Contractor Information Contact:			
McGraw - Hill Construction Tel. 615-884-1017			
www.construction.com			

CITY OF FORT LUPTON CITY COUNCIL



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespino, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-177

APPROVING THE PURCHASE OF NEW RANGE BALL MACHINE FOR COYOTE CREEK GOLF COURSE

I. **Agenda Date:** Council Meeting – October 20, 2020

II. **Attachments:**
I. Easy Picker Quote
II. Range Servant Quote
III. Raymond Scott Golf Sales Quote

III. **Summary Statement:**

Coyote Creek Golf Course is looking to replace the range machine at the golf course.

IV. **Submitted by:**

Tyler Tarpley

V. **Finance Reviewed**

Leann Durino
Finance Director

VI. **Approved for Presentation:**

[Signature]
City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

The existing Range Ball Dispenser at the golf course is over 20 years old and is beyond its useful life expectancy. The ball machine dispenses range balls to paying customers to practice with on the driving range. The existing machine uses tokens, which have to be purchased at least 3 times annually as shrinkage happens. The new machine would have communication with clubhouse and use pin codes to dispense the balls. This will result in annual savings of \$500.

The existing machine is down on average 10-15 days annually to replace broken parts. This is a headache for staff as they find other ways to distribute range balls to customers. The new range machine should not have those issues for several years.

X. Legal/Political Considerations:

N/A

XI. Alternatives/Options:

Continue to use the existing machine.

XII. Financial Considerations:

The bid from Easy Picker Golf Products for a new machine to include communication and pin pad is \$9,467.25. This would require a supplemental budget resolution.

XIII. Staff Recommendation:

Staff recommends approving the purchase of a new Range Ball Dispenser for \$9,467.25.

Quote



Easy Picker Golf Products, Inc.
415 Leonard Blvd N.
Lehigh Acres, Florida 33971
(239) 368-6600

Order Number: 0126443
Order Date: 9/11/2020

Salesperson: 005A
Customer Number: C302
Entered By: MikeW

Sold To:

Coyote Creek Golf Course
222 Clubhouse Dr
Fort Lupton, CO 80621-2218
United States

Confirm To:

Ship To:

Coyote Creek Golf Course
222 Clubhouse Dr
Fort Lupton, CO 80621-2218
United States

Customer P.O.	Ship VIA	F.O.B.	Terms			
Tyler	FEDEXG		Net 30 Days			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
extcust						
RE-003	EACH	1.000	0.000	0.000	5,995.0000	4,796.00
RANGE EXPRESS, PLATINUM PACKAGE			Whse: 000		20.00%	
RE-005	EACH	100.000	0.000	0.000	2.7500	206.25
CARD MEDIA, RANGE EXPRESS - ZA12201A			Whse: 000		25.00%	
RE-016	EACH	1.000	0.000	0.000	179.9500	0.00
ANTENNA, YAGI RANGE EXPRESS, 900MHZ 9dB HG909Y-RSP RP SMA PLUG			Whse: 000		100.00%	
RE-109	EACH	1.000	0.000	0.000	59.9500	0.00
CABLE, ANTENNA, 20', RFC240 with RPSMA male to RPSMA female			Whse: 000		100.00%	
RE-009	EACH	1.000	0.000	0.000	99.0000	0.00
SWIPE, CARD STANDALONE, RANGE EXPRESS, IDMB-334133			Whse: 000		100.00%	
/RE-TS-IT	EA	1.000	0.000	0.000	389.0000	389.00
R- EXP INSTALL FEE/1 YR SUPP					0.00%	
BD-0011	EACH	1.000	0.000	0.000	4,595.0000	3,676.00
DISPENSER, ELECTRIC, 13000 BALL CAPACITY, ELECTRONIC MECH ONLY 40" X 48" X 80"			Whse: 000		20.00%	

I ACCEPT THESE TERMS AND CONDITIONS

CUSTOMER SIGNATURE

Net Order: 9,067.25
Less Discount: 0.00
Freight: 400.00
Sales Tax: 0.00
Order Total: 9,467.25

RAYMOND SCOTT GOLF SALES

2282 FOOTHILL DRIVE

VISTA, CA 92084

760-672-0515 RLSCOTT@COX.NET

QUOTE: COYOTE CREEK

9/4/2020

COYOTE CREEK GOLF COURSE

222 CLUBHOUSE DR

FORT LUPTON, CO 80621

E-MAIL: TTARPLEY@FORTLUPTONCO.GOV

Item #	Description	Cost	Quantity	Total
DUA0000US	Ball Dispenser Ultima 15 (16,000 Balls)	\$6,795.00	1	\$6,795.00
SPI1	Select PI, Pin & Range Cards	\$5,495.00	1	\$5,495.00
930451-3	Custom Printed Select Cards	\$1.35	500	\$675.00
Install	Remote Software Installation	\$1,295.00	1	\$1,295.00
Freight	Estimated	\$450.00	1	\$450.00
			Total Order	\$14,710.00

NET 30

FOB: VISTA, CA

QUOTE VALID FOR: 30 DAYS

Range Servant America, Inc.

3000 Center Place, Suite 300
Norcross, GA 30093

Voice: 770-448-8055
Fax: 770-448-8060

QUOTATION

Quote Number: 44671
Quote Date: Sep 4, 2020
Page: 1

Quoted To:

Coyote Creek Golf Course
222 Clubhouse Drive
Fort Lupton, CO 80621

Customer ID	Good Thru	Payment Terms	Sales Rep
COYOTE CREEK - CO	10/4/20	Net 30 Days	R - Moore, David

Quantity	Item	Description	Unit Price	Amount
1.00	DUA0000US	Ball Dispenser, model Ultima 15, 16,000 ball capacity	6,795.00	6,795.00
1.00	SPI1	Select PI, PIN and Range Card	5,495.00	5,495.00
500.00	930451-3	Custom Print Select Cards - Full Color one side (1 or none Standard Color on other side)	1.35	675.00
1.00	INSTALL	Remote Software Installation, Training and 1 Year Support	1,295.00	1,295.00
1.00	DISCOUNT	Less Discount Given Customer Tyler Tarpley, 303-857-6152 ttarpley@fortluptonco.gov	1,045.00	-1,045.00
			Subtotal	13,215.00
			Sales Tax	
			Freight	450.00
			TOTAL	13,665.00



Upcoming Events

October 27 th	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
October 31 st	Trunk or Treat Street Drive Thru Trick or Treat, FLHS South Parking Lot 4:00 p.m. – 6 p.m.
November 3, 2020	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.
November 3, 2020	Election Day (Closes 7 p.m.)
November 7-14 th	Field of Honor, Pearson Park
November 10 th	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
November 11 th	City Offices Closed in Observance of Veteran’s Day