



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, January 21, 2025
6:00 PM
130 South McKinley Avenue

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

You may join in person or join remotely by clicking on:
<https://meet.goto.com/793699389>

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

a. January 21, 2025, 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. January 7, 2025 City Council Meeting Minutes

b. AM 2025-008 Approve Cash Payment of \$124,050.06 to Northern Colorado Water Conservancy District (NCWCD) for the Operation & Maintenance of the Windy Gap Firing Project (WGFP)

c. AM 2025-009 Approving a Resolution Ratifying the Appointment of Certain Nominees to the Board of Trustees of the High Plains Library Board

d. AM 2025-010 Approve an Order with Badger Meter for New Water Meters and Endpoints for not to Exceed \$200,000.00 Allocated from the 2025 Utility Fund - Water Line Repairs Replacement Meters

e. AM 2025-011 Approve an Order with Badger Meter for New Water Meters and Endpoints for not to Exceed \$200,000.00 Allocated from the 2025 Utility Fund - Water Line Repairs

f. AM 2025-012 Award of Contract to Civil Resources for not to Exceed \$85,367.00 for the Construction Management of the WWTP Lagoon Slurry Wall Project from the Utility Fund

g. AM 2025-013 Award of Contract to Civil Resources for not to Exceed \$19,000.00 for the 50 Percent Design of the WWTP Lagoon Water Storage Project from the Utility Fund

h. AM 2025-014 Approving a Resolution for a Fee Increase for Pearson Park – Field Use Agreement for 2025 Season Effective February 1, 2025

i. AM 2025-015 Award of Contract to Backhoe & Dozer Services Inc. for not to Exceed \$50,000.00 for On Call Grading Services from Street Sales Tax Fund

- j. AM 2025-017 Adopting an Ordinance for Right of Way Dedication of a 55-foot Wide Public Right of Way Located Along County Road 18 and 42.5-foot Wide Public Right of Way Located along County Road 25, containing 5.24 Acres

Public Hearings - Public Hearings allow members of the audience to present comments and questions to the City Council on the item being presented. Comments and questions may be limited to three (3) minutes- Mayor Hubbard

- a. AM 2025-016 Approve a Resolution Approving the Service Plan for Coyote Creek Metropolitan District and Approve the Intergovernmental Agreement with District Metro District
- b. AM 2025-020 Approve a Resolution for an Application for a Special Use Permit for a Metallurgical Services Company to Operate from and Existing Accessory Building, Accessory to the Primary Residence of the Property, Known as the ADS Test Metals Special Use Permit

Action Memorandum

- a. AM 2025-019 Approving a Resolution Accepting the Coyote Creek PUD Filing No. 6 Final Plat
- b. AM 2025-018 A Resolution Approving the Subdivision Improvements Agreement Between the City of Fort Lupton and Lupton Land, LLC, for the Coyote Creek, Filing No. 6 Final Plat

Information Memorandum

- a. IM 2025-001 Revision of the City of Fort Lupton Engineering Design Standards
- b. IM 2025-002 Award of Contract to Prairie Dog Pros, LLC (dba Old Town Pest Control) for Prairie Dog Mitigation Services During the 2025 Season for not to Exceed \$16,000.00 from the Public Works Shop General Fund
- c. IM 2025-003 Award of Contract to Vector Disease Control International, LLC for Integrated Mosquito Management Services during the 2025 Season for not to Exceed \$21,112.49 from the Public Works Shop General Fund

Staff Reports

Mayor/Council Reports

Future City Events

- a. January 25, 2025 Koshio Park Design Days, Fort Lupton Recreation Center, 5:30 p.m. - 8:30 p.m.
February 5, 2025 Coffee with a Cop, Fort Lupton Recreation Center, 8 a.m. - 9 a.m.
February 17, 2025 City Offices Closed in Observance of President's Day

Upcoming Meetings

- a. January 28, 2025 Town Hall, 130 S. McKinley Ave. 6 p.m.
February 4, 2025 City Council Meeting, 130 S. McKinley Ave. 6 p.m.
February 11, 2025 Town Hall, 130 S. McKinley Ave. 6 p.m.
February 18, 2025 City Council Meeting, 130 S. McKinley Ave. 6 p.m.

Executive Session To hold a conference with the City's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b). Northern Integrated Supply Project (NISIP)

Adjourn

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 01/08/2025 - 01/21/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash						
002254	ADIDAS AMERICA INC	01/14/2025	Regular	0.00	98.10	103994
6162515893	Invoice	12/31/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	56.40	
6162578563	Invoice	12/31/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	41.70	
000108	AUSMUS LAW FIRM PC	01/14/2025	Regular	0.00	8,300.00	103995
9175	Invoice	01/06/2025	GF-2025 City Attorney Services-Legal	0.00	6,500.00	
9182	Invoice	12/31/2024	GF-PROSECUTION SERVICES FOR DECEMB...	0.00	1,800.00	
000160	BREAKTHRU BEVERAGE COLORADO	01/14/2025	Regular	0.00	435.30	103996
119441199	Invoice	01/02/2025	GOLF-BEVERAGES-PRO SHOP	0.00	267.30	
119441200	Invoice	01/02/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	168.00	
000211	CH2M	01/14/2025	Regular	0.00	37,470.14	103997
D3410908-012	Invoice	12/31/2024	UF-Construction Management WTP Expant..	0.00	37,470.14	
000241	CITY OF FT LUPTON-UTIL INVOICE	01/14/2025	Regular	0.00	6,310.97	103998
110035001 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	34.65	
110036002 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	97.13	
110221001 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	34.65	
110222001 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	34.65	
11-02490-01 DEC...	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	237.27	
110251001 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	34.65	
11-02520-01 DEC...	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	2,778.57	
11-02521-01 DEC...	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	91.25	
330025001 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	34.65	
330031001 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	34.65	
330045001 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	156.96	
330092001 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	34.65	
330166001 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	96.93	
330920000 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	34.65	
550055501 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	159.66	
550057001 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	589.35	
550057601 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	534.59	
550057701 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	257.65	
660092001 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	34.65	
770109501 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	34.65	
770116501 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	34.65	
77-02145-01 DEC...	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	38.45	
770229001 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	34.65	
770229501 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	34.65	
770229601 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	34.65	
770231101 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	34.65	
990004001 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	34.65	
990004101 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	91.25	
990005001 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	390.06	
990006001 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	34.65	
990007001 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	34.65	
990008001 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	34.65	
990132001 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	38.45	
999910000 DEC24	Invoice	12/31/2024	Water/Sewer Bill-City	0.00	95.05	
	Void	01/14/2025	Regular	0.00	0.00	103999
	Void	01/14/2025	Regular	0.00	0.00	104000
003401	CLUB PROPHET SOFTWARE, LLC	01/14/2025	Regular	0.00	760.00	104001

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV279352	Invoice	01/01/2025	GOLF-MONTHLY SOFTWARE FEES JANUAR...	0.00	760.00	
000269	COLORADO ASPHALT SVCS	01/14/2025	Regular	0.00	2,145.70	104002
0066530	Invoice	12/31/2024	GF-TONS EZ COLD ASPHALT-STREETS	0.00	2,145.70	
000307	COMCAST CABLE COMM, LLC	01/14/2025	Regular	0.00	576.36	104003
0025494	Invoice	01/01/2025	GOLF-JANUARY 2025 CABLE SERVICE-PRO ...	0.00	52.30	
0116038 JAN25	Invoice	01/01/2025	REC-JANUARY 2025 PHONE SERVICE-REC C...	0.00	179.03	
0124495 JAN25	Invoice	01/01/2025	CPR-JANUARY 2025 CABLE SERVICE-COM ...	0.00	141.00	
0147405 JAN25	Invoice	01/01/2025	CPR-PHONE/INTERNET SERVICE FOR JANU...	0.00	204.03	
000370	DEFALCO CONSTRUCTION CO	01/14/2025	Regular	0.00	365,994.07	104004
#07	Invoice	12/31/2024		0.00	271,690.96	
#08	Invoice	12/31/2024		0.00	94,303.11	
000431	EMPLOYERS COUNCIL SERVICES INC	01/14/2025	Regular	0.00	975.00	104005
0000528998	Invoice	01/01/2025	GF-TRAINING PASS JAN-DECEMBER 2025-...	0.00	975.00	
003631	EVERON, LLC	01/14/2025	Regular	0.00	164.37	104006
50576495 JAN25	Invoice	01/01/2025	REC-SECURITY/ALARM MONITORING-	0.00	164.37	
000461	FERRELLGAS LP	01/14/2025	Regular	0.00	1,233.12	104007
1128935643	Invoice	12/31/2024	GOLF-PROPANE-MAINT	0.00	1,233.12	
003372	FLATIRON CUSTOM ENGRAVING	01/14/2025	Regular	0.00	363.00	104008
4477	Invoice	12/31/2024	GF-PROMOTIONAL GIFTS FOR SPONSORS/...	0.00	363.00	
000508	FULTON IRRIGATING DITCH	01/14/2025	Regular	0.00	350.00	104009
010825	Invoice	01/01/2025	UF-FULTON TRANSFER FEES-WATER	0.00	350.00	
000780	MCGRANE WATER ENGINEERING LLC	01/14/2025	Regular	0.00	7,690.00	104010
WW (URF) 02	Invoice	12/31/2024	WST-Perry Pit Testing for Water Court-Wa...	0.00	7,690.00	
003213	OLD TOWN PEST CONTROL	01/14/2025	Regular	0.00	600.00	104011
10326	Invoice	12/31/2024	Prairie Dog Control	0.00	600.00	
003739	PRECISION ELECTRICAL AND CONTROL	01/14/2025	Regular	0.00	7,241.06	104012
8449 I	Invoice	12/31/2024	UF-REPAIRS/WORK DONE @ WWTP-WTP	0.00	7,241.06	
001643	PROCEDURE INC	01/14/2025	Regular	0.00	46,431.66	104013
1132570	Invoice	12/31/2024	GF-BUILDING PERMIT SERV/PLAN REVIEW...	0.00	46,431.66	
002265	QUADIENT FINANCE USA INC	01/14/2025	Regular	0.00	1,266.00	104014
80877446 NOV-D...	Invoice	12/31/2024	GF-POSTAGE RECHARGE NOV 25-DEC 26, ...	0.00	1,266.00	
000997	SESAC, INC.	01/14/2025	Regular	0.00	610.00	104015
747834	Invoice	01/01/2025	REC-ANNUAL MUSIC LICENSE RENEWAL-R...	0.00	610.00	
001022	SOUTHERN GLAZER'S OF CO	01/14/2025	Regular	0.00	341.97	104016
3632854	Invoice	12/31/2024	GOLF-BEVERAGES-PRO SHOP	0.00	341.97	
001040	STERICYCLE	01/14/2025	Regular	0.00	70.26	104017
8009280449	Invoice	01/01/2025	REC-BIOHAZARD-REC CENTER	0.00	70.26	
003297	SWEET PEA CLEANING, LLC	01/14/2025	Regular	0.00	2,021.25	104018
9114	Invoice	01/02/2025	REC-CLEANING SERVICE FOR JANUARY 20...	0.00	2,021.25	
003637	TRANSCAT INC	01/14/2025	Regular	0.00	547.41	104019
2281486	Invoice	12/31/2024	GF-MULTI GAS DETECTOR REPAIR-STREETS	0.00	547.41	
001137	UNITED POWER	01/14/2025	Regular	0.00	48,686.30	104020
10553102 DEC24	Invoice	12/31/2024	United Power	0.00	22.83	
1194602 DEC24	Invoice	12/31/2024	United Power	0.00	553.69	
1195001 DEC24	Invoice	12/31/2024	United Power	0.00	906.48	
1195501 DEC24	Invoice	12/31/2024	United Power	0.00	3,508.60	
1195603 DEC24	Invoice	12/31/2024	United Power	0.00	696.60	

Council Check Report

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1195701 DEC24	Invoice	12/31/2024	United Power	0.00	302.93	
1196401 DEC24	Invoice	12/31/2024	United Power	0.00	36.54	
1207701 DEC24	Invoice	12/31/2024	United Power	0.00	21.24	
1215802 DEC24	Invoice	12/31/2024	GF-DECEMBER 2024 ELECTRIC SERV (VET ...	0.00	132.25	
1223101 DEC24	Invoice	12/31/2024	United Power	0.00	20.00	
1240301 DEC24	Invoice	12/31/2024	United Power	0.00	112.56	
1241801 DEC24	Invoice	12/31/2024	United Power	0.00	316.36	
1241903 DEC24	Invoice	12/31/2024	United Power	0.00	123.08	
1276101 DEC24	Invoice	12/31/2024	United Power	0.00	44.86	
1279801 DEC24	Invoice	12/31/2024	United Power	0.00	25.64	
1295501 DEC24	Invoice	12/31/2024	United Power	0.00	67.69	
1296101 DEC24	Invoice	12/31/2024	United Power	0.00	152.12	
1299501 DEC24	Invoice	12/31/2024	United Power	0.00	130.09	
1302801 DEC24	Invoice	12/31/2024	United Power	0.00	1,748.52	
1302901 DEC24	Invoice	12/31/2024	United Power	0.00	177.35	
1316801 DEC24	Invoice	12/31/2024	United Power	0.00	501.02	
1322501 DEC24	Invoice	12/31/2024	United Power	0.00	6,098.97	
1360303 DEC24	Invoice	12/31/2024	United Power	0.00	28.87	
13842400 DEC24	Invoice	12/31/2024	United Power	0.00	48.70	
14427100 DEC24	Invoice	12/31/2024	United Power	0.00	101.85	
15232500 DEC24	Invoice	12/31/2024	United Power	0.00	22.10	
17149700 DEC24	Invoice	12/31/2024	United Power	0.00	67.30	
17761600 DEC24	Invoice	12/31/2024	United Power	0.00	20.00	
17868800 DEC24	Invoice	12/31/2024	United Power	0.00	20.00	
18057500 DEC24	Invoice	12/31/2024	United Power	0.00	986.18	
18498400 DEC24	Invoice	12/31/2024	United Power	0.00	231.38	
18762100 DEC24	Invoice	12/31/2024	United Power	0.00	20.00	
19545100 DEC24	Invoice	12/31/2024	United Power	0.00	753.64	
19595600 DEC24	Invoice	12/31/2024	United Power	0.00	26.97	
20040100DEC24	Invoice	12/31/2024	United Power	0.00	317.72	
21675200 DEC24	Invoice	12/31/2024	United Power	0.00	34.22	
21675300 DEC24	Invoice	12/31/2024	United Power	0.00	33.78	
22185901 DEC24	Invoice	12/31/2024	United Power	0.00	20.02	
24165100 DEC24	Invoice	12/31/2024	GF-DECEMBER 2024 ELEC SERVICE (SPLASH..	0.00	183.09	
3399301 DEC24	Invoice	12/31/2024	United Power	0.00	58.45	
6601202 DEC24	Invoice	12/31/2024	United Power	0.00	25.55	
6612303 DEC24	Invoice	12/31/2024	United Power	0.00	21.29	
6779701 DEC24	Invoice	12/31/2024	United Power	0.00	10,613.08	
704901 DEC24	Invoice	12/31/2024	United Power	0.00	12,555.88	
7225800 DEC24	Invoice	12/31/2024	United Power	0.00	20.03	
726705 DEC24	Invoice	12/31/2024	United Power	0.00	20.00	
7280200 DEC24	Invoice	12/31/2024	United Power	0.00	21.86	
733101 DEC24	Invoice	12/31/2024	United Power	0.00	247.18	
762901 DEC24	Invoice	12/31/2024	United Power	0.00	317.60	
803908 DEC24	Invoice	12/31/2024	United Power	0.00	5,527.56	
8976200 DEC24	Invoice	12/31/2024	United Power	0.00	642.58	
	Void	01/14/2025	Regular	0.00	0.00	104021
	Void	01/14/2025	Regular	0.00	0.00	104022
	Void	01/14/2025	Regular	0.00	0.00	104023
001149	UTILITY NOTIFICATION CENTER	01/14/2025	Regular	0.00	291.54	104024
224120581	Invoice	12/31/2024	UF-RTL TRANSMISSIONS DECEMBER 2024...	0.00	291.54	
001156	VERIZON WIRELESS SVCS LLC	01/14/2025	Regular	0.00	6,109.44	104025
6102161430	Invoice	12/31/2024	Verizon Bill	0.00	6,109.44	
002660	WHITESIDE'S BOOTS AND CLOTHING	01/14/2025	Regular	0.00	138.97	104026
466903	Invoice	12/31/2024	GF-UNIFORMS-PW SHOP	0.00	138.97	
001212	WILLIAMS AND WEISS CONSULTING LLC	01/14/2025	Regular	0.00	3,485.00	104027

Council Check Report

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2084	Invoice	12/31/2024	UF-2024 Decree Accounting-Water	0.00	3,485.00	
001217	WOHNRAD CIVIL ENGINEERS INC	01/14/2025	Regular	0.00	2,494.00	104028
2614	Invoice	12/31/2024	SST-9th Street Extension Engineering-Stre...	0.00	2,494.00	
001224	XCEL ENERGY-GAS	01/14/2025	Regular	0.00	2,466.03	104029
908627106	Invoice	12/31/2024	Xcel Gas Bill- Account 53-2035237-0	0.00	2,466.03	
002254	ADIDAS AMERICA INC	01/21/2025	Regular	0.00	23.70	104030
6162541013	Invoice	12/31/2024	GF-MERCHANDISE-HR	0.00	23.70	
003718	BRANDMARK INC	01/21/2025	Regular	0.00	310.00	104031
148343	Invoice	12/31/2024	GF-LANYARDS W CITY LOGO-CITY ADMIN	0.00	310.00	
000239	CITY OF FORT LUPTON	01/21/2025	Regular	0.00	54.98	104032
CIT #E0019800-1	Invoice	01/09/2025	GF-CITATION #E0019800-1, RESTITUTION	0.00	54.98	
000268	COLORADO ANALYTICAL LAB	01/21/2025	Regular	0.00	48.00	104033
250106088	Invoice	01/07/2025	UF-TESTING FOR DRINKING WATER-W LIN...	0.00	48.00	
000273	COLORADO BACKFLOW TESTING & REPAIR	01/21/2025	Regular	0.00	330.00	104034
8273	Invoice	12/31/2024	GF-CERTIFICATION TEST OF BACKFLOW AS...	0.00	330.00	
002651	COLORADO COMMUNITY MEDIA	01/21/2025	Regular	0.00	609.47	104035
122851	Invoice	12/31/2024	GF-PUBLIC/LEGAL NOTICES-	0.00	311.46	
124308	Invoice	12/31/2024	GF-LEGAL/PUBLIC NOTICES-	0.00	209.89	
127327	Invoice	01/03/2025	GF-LEGAL/PUBLIC NOTICES-CITY CL	0.00	31.28	
127653	Invoice	01/10/2025	GF-LEGAL/PUBLIC NOTICES-CITY CL	0.00	56.84	
003740	COLORADO PORTABLES LLC	01/21/2025	Regular	0.00	340.00	104036
125660	Invoice	01/02/2025	CEM-PORTABLE TOILET SERVICES, CEMETE...	0.00	210.00	
125661	Invoice	01/02/2025	GF-PORTABLE TOILET SERVICES, HERITAGE...	0.00	130.00	
000306	COMCAST BUSINESS	01/21/2025	Regular	0.00	2,842.58	104037
229954124	Invoice	12/31/2024	GF-DECEMBER 2024 INTERNET CHARGES-	0.00	2,842.58	
000307	COMCAST CABLE COMM, LLC	01/21/2025	Regular	0.00	473.41	104038
0120790 JAN25	Invoice	01/06/2025	GOLF-JANUARY 2025 INTERNET SERVICE-P...	0.00	212.89	
0208785 JAN25	Invoice	01/04/2025	GF-JANUARY 2025 INTERNET SERVICE-PLA...	0.00	260.52	
000372	DELL MARKETING LP	01/21/2025	Regular	0.00	923.05	104039
100790844780	Invoice	01/01/2025	Dell Latitude 3520 Support Extensions	0.00	923.05	
000388	DIGETEK, LLC	01/21/2025	Regular	0.00	42,072.00	104040
39903	Invoice	01/01/2025	Annual Rennewal Cyber Security Software...	0.00	42,072.00	
000454	FARIS MACHINERY COMPANY	01/21/2025	Regular	0.00	6,637.48	104041
W64606	Invoice	12/31/2024	SF-REPAIRS TO CAMERA-S LINES	0.00	504.58	
W64607	Invoice	12/31/2024	SF-REPAIRS TO TRACTOR-S LINES	0.00	6,132.90	
002731	IES CORP	01/21/2025	Regular	0.00	1,500.00	104042
010925	Invoice	01/09/2025	UF-HYD METER DEP REFUND-UB	0.00	1,500.00	
000835	NEOGOV	01/21/2025	Regular	0.00	16,110.39	104043
INV-124136	Invoice	01/08/2025	NEOGOV	0.00	15,495.88	
INV-127513	Invoice	01/01/2025	GF-CANDIDATE TEXT MESSAGING SUBSCR...	0.00	614.51	
000861	NVAA	01/21/2025	Regular	0.00	2,986.89	104044
212	Invoice	01/01/2025	CPR-2025 BASKETBALL FEES 3-6 GRADES-...	0.00	2,805.00	
224	Invoice	01/01/2025	CPR-2025 INSURANCE/TEAM SIDELINES FE...	0.00	181.89	
000865	OFFICE DEPOT	01/21/2025	Regular	0.00	82.17	104045
405863484001	Invoice	01/03/2025	GF-SOLO PAPER HOT CUPS-ADMIN	0.00	59.83	
405863850001	Invoice	01/02/2025	GF-PLASTIC SPOONS-ADMIN	0.00	22.34	
003044	PEAK FORM, LLC	01/21/2025	Regular	0.00	555.00	104046

Council Check Report

Date Range: 01/08/2025 - 01/21/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
4973k25213	Invoice	12/31/2024	GF-DOT/NON DOT RECERTS, DRUG TESTI...	0.00	555.00	
003432	PRISWING SOFTWARE LLC	01/21/2025	Regular	0.00	370.00	104047
INV2796720	Invoice	01/01/2025	GOLF-MONTHLY LICENSE FEE JANUARY 20...	0.00	370.00	
000933	R&R PRODUCTS INC	01/21/2025	Regular	0.00	180.30	104048
CD2982060	Invoice	01/08/2025	GOLF-SEALS, LOCKNUTS-MAINT	0.00	180.30	
002981	RED WING BUSINESS ADVANTAGE ACCOUNT	01/21/2025	Regular	0.00	200.00	104049
563-1-78683	Invoice	12/30/2024	GF-UNIFORMS-PW SHOP	0.00	200.00	
003433	RN CIVIL CONSTRUCTION, LLC	01/21/2025	Regular	0.00	29,026.01	104050
08	Invoice	12/31/2024	UF-PLANT EXPANSION PROJECT-WATER	0.00	29,026.01	
001040	STERICYCLE	01/21/2025	Regular	0.00	101.00	104051
8009504854	Invoice	12/31/2024	GF-SHREDDING SERVICE-CITY CL	0.00	66.00	
8009548435	Invoice	12/31/2024	GF-SHREDDING SERVICES ON DECEMBER ...	0.00	35.00	
001052	SWIRE COCA-COLA, USA	01/21/2025	Regular	0.00	419.16	104052
45004519021	Invoice	01/03/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	419.16	
001075	THE CONSOLIDATED MUTUAL	01/21/2025	Regular	0.00	161.76	104053
011425A	Invoice	12/31/2024	UF-DECEMBER 2024 PERRY PIT DISCHARGE..	0.00	60.19	
011425B	Invoice	12/31/2024	UF-DECEMBER 2024 WELL PUMP B-W ST...	0.00	65.71	
011425C	Invoice	12/31/2024	UF-DECEMBER 2024 WELL PUMP C-W STOR	0.00	35.86	
001147	USA BLUE BOOK	01/21/2025	Regular	0.00	1,668.50	104054
INV00582623	Invoice	01/03/2025	UF-INVERTED PAINT, MARKING FLAGS-	0.00	1,668.50	
003640	WYOMING TRIBUNE EAGLE	01/21/2025	Regular	0.00	1,618.81	104055
122488372	Invoice	12/31/2024	REC/CPR-REC GUIDES-REC/COM CENTER	0.00	1,618.81	
000024	ACE HARDWARE OF FORT LUPTON	01/14/2025	EFT	0.00	53.60	9001970
106754/1	Invoice	01/04/2025	GOL-DROP CLOTH, SUPPLIES-PRO SHOP	0.00	21.06	
106762/1	Invoice	01/06/2025	GOLF-KEYS-PRO SHOP	0.00	44.85	
106767/1	Credit Memo	01/06/2025	GOLF-CREDIT FOR RETURNS-PRO SHOP	0.00	-12.31	
001293	AMAZON.COM	01/14/2025	EFT	0.00	5,816.09	9001971
1HJW-VPLX-KFJ4	Invoice	12/31/2024	CPR-SUPPLIES FOR SPAGHETTI DINNER-SP...	0.00	4,163.96	
1NW1-R3HN-JM...	Invoice	12/31/2024	GF/UF-SUPPLIES-ADMIN/W LINES/STREETS	0.00	369.98	
1WXY-6D3L-JMYP	Invoice	01/05/2025	GF-OFFICE SUPPLIES-SAFETY	0.00	48.80	
1XDL-GNN3-JQ1N	Invoice	12/31/2024	GF-DECEMBER 2024 OFFICE SUPPLIES-FIN	0.00	1,233.35	
002704	AMERICAN WATER COLLEGE LLC	01/14/2025	EFT	0.00	3,108.00	9001972
192739	Invoice	01/08/2025	UF-STUDENT/ADMIN USER LICENSE-W LIN...	0.00	3,108.00	
001820	BADGER METER	01/14/2025	EFT	0.00	3,378.94	9001973
80182144	Invoice	12/31/2024	UF-SERVICES FOR DECEMBER 2024-ADMIN	0.00	3,378.94	
002674	HAYES POZNANOVIC KORVER, LLC	01/14/2025	EFT	0.00	9,601.50	9001974
51812	Invoice	12/31/2024	WST-Dec 2024 Legal Services-Water	0.00	9,601.50	
001786	JOHNSON CONTROLS SECURITY SOLUTIONS	01/14/2025	EFT	0.00	244.64	9001975
40869362	Invoice	01/01/2025	CPR-QUARTERLY MONITORING SRV JAN-M...	0.00	244.64	
002195	MINUTEMAN PRESS	01/14/2025	EFT	0.00	364.62	9001976
40845	Invoice	12/31/2024	GF-#10 ENVELOPES-COURT	0.00	364.62	
000862	O'REILLY AUTO PARTS	01/14/2025	EFT	0.00	9.99	9001977
4489-189195	Invoice	12/31/2024	GOLF-2.5 GALLON DEF-MAINT	0.00	9.99	
003150	REDI SERVICES, LLC	01/14/2025	EFT	0.00	710.00	9001978
0000130153	Invoice	12/31/2024	CEM-PORTABLE TOILET SERVICES-CEMETE...	0.00	250.00	
0000159339	Invoice	12/31/2024	CEM-PORTABLE TOILET SERVICES-CEMETE...	0.00	230.00	
0000159340	Invoice	12/31/2024	GF-PORTABLE TOILET SERV DEC 24 HERIT...	0.00	230.00	

Council Check Report

Date Range: 01/08/2025 - 01/21/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
002158	WW BACKHOE & DOZER SERVICES INC	01/14/2025	EFT	0.00	2,275.00	9001979
27877	Invoice	12/31/2024	SST- Grading Services- Streets	0.00	2,275.00	
000026	ACTIVE CABLING & COMMUNICATIONS LLC	01/21/2025	EFT	0.00	363.83	9001980
203095	Invoice	01/08/2025	Additional Cable Runs at Dog Pound	0.00	363.83	
000048	AIRGAS USA LLC	01/21/2025	EFT	0.00	20.56	9001981
5513454215	Invoice	12/31/2024	GOLF-LARGE ACETYLENE, OXYGEN-MAINT	0.00	20.56	
003196	AMAZE HEALTH	01/21/2025	EFT	0.00	1,785.00	9001982
INV-7551	Invoice	12/31/2024	GF-DECEMBER 2024 MONTHLY USER FEES-...	0.00	1,785.00	
003166	CODE RED AUDITS, LLC	01/21/2025	EFT	0.00	1,581.70	9001983
INV-FTLP-AC12-2...	Invoice	01/14/2025	REC-DOOR CONTROLLER-REC CENTER	0.00	846.70	
INV-FTRCac25-25...	Invoice	01/14/2025	CPR-LABOR, MAGLOCK INSTALLATION-C...	0.00	735.00	
002899	DIG DEEP RESEARCH, LLC	01/21/2025	EFT	0.00	399,732.20	9001984
1998	Invoice	01/08/2025	GF-2025 Grant Planning Services-Misc	0.00	399,732.20	
002919	EQUIPMENTSHARE.COM INC	01/21/2025	EFT	0.00	6,327.24	9001985
LUP-4565104-00...	Invoice	12/31/2024	GOLF-JOHN DEERE TRACK DOZER-MAINT	0.00	6,177.24	
LUP-4565104-00...	Invoice	12/31/2024	GOLF-TRACK DOZER PARTS-MAINT	0.00	150.00	
003720	FREDERICK M GOODBEE	01/21/2025	EFT	0.00	1,600.00	9001986
100	Invoice	01/07/2025	GF-JANUARY CONDUCT COURT HEARING, ...	0.00	1,600.00	
000597	INSIGHT PUBLIC SECTOR INC	01/21/2025	EFT	0.00	11,553.20	9001987
1101236614	Invoice	01/01/2025	Annual Renewal for Adobe	0.00	11,553.20	
000691	KONE INC	01/21/2025	EFT	0.00	140.80	9001988
871565581	Invoice	12/31/2024	REC-ELEVATOR MAINTENANCE FOR DECE...	0.00	140.80	
001933	NORTH FRONT RANGE WATER QUALITY PLANNI	01/21/2025	EFT	0.00	3,307.50	9001989
202530	Invoice	01/01/2025	UF-2025 NFRWQPA MEMBERSHIP-WATER	0.00	3,307.50	
000855	NORTHERN COLO CONSTRUCTORS	01/21/2025	EFT	0.00	298,172.37	9001990
7CO	Invoice	12/31/2024	UF- CO#1 Water Meter Replacement- Wat...	0.00	298,172.37	
001629	PASTPERFECT SOFTWARE INC	01/21/2025	EFT	0.00	540.00	9001991
2025-42087	Invoice	01/01/2025	CPR-ANNUAL SUPPORT RENEWAL-MUSE...	0.00	540.00	
001101	TODD HODGES DESIGN, LLC	01/21/2025	EFT	0.00	9,708.40	9001992
3662	Invoice	01/01/2025	GF-PLANNING SERVS DEC 31, '24-JAN 12, ...	0.00	9,708.40	
001126	TYLER TECHNOLOGIES	01/21/2025	EFT	0.00	199.40	9001993
025-491031	Invoice	12/31/2024	GF-TEXT NOTIFICATIONS FEES-COURT,	0.00	69.40	
025-491589	Invoice	12/31/2024	GF-ONLINE PAYMENT PORTAL FEE-COURT	0.00	130.00	
003411	ULTIMATE DENT REMOVAL LLP	01/21/2025	EFT	0.00	2,466.79	9001994
2237	Invoice	12/31/2024	GF-REPAIRS CLAIM #PC6024647-1-MISC	0.00	2,466.79	
000119	BANK OF COLORADO	01/10/2025	Bank Draft	0.00	7,655.27	DFT0002527
INV0001698	Invoice	01/10/2025	HSA DISTRIBUTION	0.00	7,655.27	
000119	BANK OF COLORADO	01/10/2025	Bank Draft	0.00	1,139.99	DFT0002528
INV0001699	Invoice	01/10/2025	HSA DISTRIBUTION	0.00	1,139.99	
001416	VALIC_1	01/10/2025	Bank Draft	0.00	54,164.17	DFT0002529
INV0001700	Invoice	01/10/2025	VALIC - 457(b) \$ Contributions	0.00	54,164.17	
001265	IRS	01/10/2025	Bank Draft	0.00	89,219.40	DFT0002530
INV0001701	Invoice	01/10/2025	Federal Withholding	0.00	89,219.40	
001418	CO DEPARTMENT OF REVENUE	01/10/2025	Bank Draft	0.00	14,998.00	DFT0002531

Council Check Report

Date Range: 01/08/2025 - 01/21/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0001702	Invoice	01/10/2025	CO Withholding	0.00	14,998.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	159	57	0.00	665,311.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	5	5	0.00	167,176.83
EFT's	35	25	0.00	763,061.37
	199	92	0.00	1,595,549.88

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	159	57	0.00	665,311.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	5	5	0.00	167,176.83
EFT's	35	25	0.00	763,061.37
	199	92	0.00	1,595,549.88

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	1/2025	1,595,549.88
			1,595,549.88

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 7, 2025**

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, January 7, 2025. Mayor Zo Hubbard called the meeting to order at 6:05 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

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

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

PERSONS TO ADDRESS COUNCIL

There was no one to address the Mayor or Council.

APPROVAL OF AGENDA

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

PROCLAMATION

Mayor Hubbard proclaimed Acts of Connection for the month of January and urged all citizens to foster a connection that wraps around neighbors, friends and loved ones by seeking opportunities to serve others, participating in community groups, nurturing relationships and showing empathy and compassion for one another. Micaela Sanchez, Director of Marketing and Community Outreach, for North Range Behavioral Health thanked the Mayor and Council for their support.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the January 7, 2025, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 7, 2025**

- December 17, 2024 City Council Meeting Minutes
- Second Reading of Ordinance 2024-1181 REZONING LAND LEGALLY DESCRIBED IN EXHIBIT A, AND KNOWN AS THE SUNRISE CHANGE OF ZONE, FROM THE R-1 SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO THE R-2 MIXED DENSITY RESIDENTIAL, R-3 HIGH DENSITY RESIDENTIAL, AND P PARKS AND OPEN SPACE ZONE DISTRICT AS DEFINED IN EXHIBIT B
- Approving Resolution 2025R001 DESIGNATING THE CITY OF FORT LUPTON WEBPAGE WWW.FORTLUPTONCO.GOV AS THE PUBLIC PLACE FOR POSTING NOTICES OF PUBLIC CITY MEETINGS IN ACCORDANCE WITH COLORADO REVISED STATUTES OPEN MEETINGS LAW (AM 2025-001)
- Approving Resolution 2025R002 DESIGNATING WILLIAM CARNES, CHIEF OF POLICE, AS THE EMERGENCY RESPONSE AUTHORITY (AM 2025-002)
- Approving Resolution 2025R003 ADOPTING THE THREE MILE AREA PLAN FOR 2025 (AM 2025-003)
- Approving Resolution 2025R004 RATIFYING THE MAYOR'S APPOINTMENT OF NICOLE BEVERLY TO THE FORT LUPTON PUBLIC AND SCHOOL LIBRARY BOARD AS A TRUSTEE FOR A TERM TO EXPIRE DECEMBER 31, 2028 (AM 2025-004)
- Annual Renewal of Cyber Security Software for an Amount not to Exceed \$42,072.00 Allocated from the IT Department Contractual Services Budget (AM 2025-005)
- Adopting Ordinance 2025-1182 ACCEPTING THE RIGHT OF WAY DEDICATION FROM MOHAMMAD BESHARAT FOR 12.5 FEET OF COUNTY ROAD 16 (AM 2025-006)

Motion passed unanimously on roll call vote.

PUBLIC HEARING

AM 2025-007 Approve a Resolution for an Application for a Special Use Permit for a Concrete and Asphalt Business to Store Their Equipment On-site, Accessory to the Primary Residence of the Property, Known as the K&B Construction Special Use Permit

Councilmember Bruce Fitzgerald abstained from the matter and removed himself from the chambers. Mayor Hubbard opened the public hearing at 6:15 p.m. and asked for an overview of the project.

Planner, Zachary Mettler, stated the project known as K&B Construction is located on County Road 21 and north of County Road 14 1/2. K&B Construction is requesting a special use permit to allow storage of personal vehicles and commercial vehicles on property, including pick-ups, trailers, 18-wheelers, asphalt miller and two (2) 40 foot storage containers. The property consists of 2.6 acres, with 2,188 sq ft. private residence, 2,500 sq ft. outbuilding, and two (2) 40 foot storage containers. The property was brought in to the City as part of the Eagleview Annexation. All notification requirements have been met including notification to surrounding property owners within 300 feet, publication in the newspaper and posting on the property. The Planner

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 7, 2025**

stated that the existing fence, if required due to right of way issues, would need to be moved at that time.

Mayor Hubbard asked if the trees noted in the landscape plan are away from the right of way to prevent future removal of the trees. The Planner stated the trees would be located on the property side of the future right of way. Mayor Hubbard also inquired if the property is limited to two (2) containers. The Planner stated if there is a future addition of another container, it would require further review by the City.

Pedro Garcia, representative for K&B Construction, provided an overview of the site and layout. The property maintains a business operation and storage of business equipment on site, with a primary residence that exists on site as well. Vehicle and equipment parking consist of asphalt over a foundation of road base. The property will be fenced to protect equipment from theft and vandalism and to maintain vehicles and equipment out of plain sight. Site traffic shall be at a minimum to and from this site except at the start of the day when trucks are leaving the property for daily jobs and back in the evening. Occasionally equipment and vehicles remain offsite until large jobs are completed. There will be no customers onsite and no vehicle work is done at the property only storage of vehicles. The traffic will continue to occur as in the past. K&B Constructions typically operates during the summer and weather permitting. Hours of operation 6:00 a.m. to 6:00 p.m. Access to the residence is located on the south side of the property with access from County Road 21. Access to the storage location for vehicles and equipment will be on the north end of the property with access from County Road 21. Lastly, Mr. Garcia provided information on the two diesel fuel tanks for equipment with stormwater runoff taken into consideration.

Councilmember Chris Ceretto asked if the berm size was sufficient as per requirements of the Fort Lupton Fire District. Planner Mettler indicated he would confirm with the fire district.

Mayor Hubbard asked if anyone from the public wished to speak on the matter. Hearing none, Mayor Hubbard closed the public hearing at 6:29 p.m. No further discussion occurred.

It was moved by Valerie Blackston and seconded by Chris Ceretto to approve Resolution 2024R005 APPROVING A SPECIAL USE PERMIT FOR A CONCRETE AND ASPHALT COMPANY, KNOWN AS THE K&B CONSTRUCTION SPECIAL USE PERMIT. Motion passed on roll call vote with Councilmember Bruce Fitzgerald abstaining from the matter.

Councilmember Bruce Fitzgerald returned to the Chambers.

STAFF REPORTS

Tia Cavender, CEO of Dig Deep, the City's Grant Contractor, provided an overview of the 2024 grants awarded to the City.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 7, 2025**

MAYOR/COUNCIL REPORTS

No reports from the Mayor or Council.

FUTURE CITY EVENTS

January 16, 2025	Business Resource Fair 2 p.m. - 4:30 p.m. Aims Community College
January 17, 2025	Annual Chamber Banquet 5 p.m. Fort Lupton Recreation Center
January 20, 2025	City Offices Closed in Observance of Martin Luther King Jr. Day

UPCOMING MEETINGS

January 14, 2025	Town Hall Meeting, 130 S. McKinley Ave., 6:00 p.m.
January 21, 2025	City Council Meeting, 130 S. McKinley Ave., 6:00 p.m.
January 28, 2025	Town Hall Meeting, 130 S. McKinley Ave., 6:00 p.m.
February 4, 2025	City Council Meeting, 130 S. McKinley Ave., 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:46 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor



SUBJECT FOR DISCUSSION

Approve Cash Payment of \$124,050.06 to Northern Colorado Water Conservancy District (NCWCD) for the Operation & Maintenance of the Windy Gap Firing Project (WGFP)

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Chimney Hollow Reservoir is substantially complete. NCWCD is billing for operations & maintenance, reserves and the final payment to the Grand Foundation.

FINANCIAL CONSIDERATIONS

The 2025 Water Sales Tax budget did not include fund to make the final payment to the Grand Foundation; however, the NISP assessment was under budget and has sufficient funds to transfer the \$66,111.11 needed for that portion of the invoice.

The remaining \$57,938.95 is operation and maintenance costs and will be expensed to the utility fund's water assessment fees. The amount budgeted in 2025 in this account was increased in anticipation of the WGFP assessment.

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Approve the cash payment of \$124,050.06 to NCWCD from the Water Sales Tax Fund and the Utility Fund the Windy Gap Firing Assessment.

Attachments: a. WGFP Invoice

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



INVOICE 12975

220 Water Avenue, Berthoud, CO 80513
Phone 800-369-7246 Fax 877-851-0017

DATE: JANUARY 10, 2025

BILL TO Chris Cross
City Administrator
City of Fort Lupton
130 South McKinley Avenue
Fort Lupton, CO 80621
ccross@fortluptonco.gov

DESCRIPTION	AMOUNT PAYABLE TO NORTHERN WATER
<u>Fiscal Year 2025 Assessment</u>	
Chimney Hollow:	
Start Up Costs	\$8,330.00
Operations & Maintenance	\$12,633.83
Operations & Maintenance Reserve	\$26,444.44
Indirect Cost Allocation	\$10,530.68
Grand Foundation (Payment 3 of 3)	\$66,111.11
Amounts due in accordance with the Allotment Contract, including all subsequent amendments, dated November 12, 2020	
PLEASE REMIT PAYMENT TO: Municipal Subdistrict Windy Gap Firing Project 220 Water Avenue Berthoud, CO 80513	
Due: February 10, 2025	
AMOUNT DUE TO NORTHERN WATER	\$124,050.06

Questions? Contact: Shawn Cyr at 970-622-2293.

PLEASE CONTACT JEN POL 970-622-2290 FOR NORTHERN WATER ACH/WIRE INSTRUCTIONS.

THANK YOU!

FY 2025 Assessments due 2/10/2025

WGFP Allottee	WGFP Allotment (WGFP Units)	FY25 Assessment	O&M	O&M Reserve	Start-Up Cost	Indirect Cost	Grand Foundation Payment	Bond Debt Service	Liquidity Fund Partial Payment	Assessment Credits
Broomfield	26,464	\$ 2,758,706.74	\$ 280,959.46	\$ 588,088.89	\$ 185,248.00	\$ 234,188.17	\$ 1,470,222.22	\$ -	\$ -	\$ -
Platte River Power Authority	16,000	\$ 4,859,351.78	\$ 169,866.67	\$ 355,555.56	\$ 112,000.00	\$ 141,588.98	\$ 888,888.89	\$ 2,888,006.58	\$ 438,238.00	\$ (134,792.90)
Loveland	10,000	\$ 1,042,437.56	\$ 106,166.67	\$ 222,222.22	\$ 70,000.00	\$ 88,493.11	\$ 555,555.56	\$ -	\$ -	\$ -
Greeley	9,189	\$ 2,866,745.78	\$ 97,556.55	\$ 204,200.00	\$ 64,323.00	\$ 81,316.32	\$ 510,500.00	\$ 1,713,000.00	\$ 251,685.56	\$ (55,835.65)
Longmont	7,500	\$ 781,828.17	\$ 79,625.00	\$ 166,666.67	\$ 52,500.00	\$ 66,369.83	\$ 416,666.67	\$ -	\$ -	\$ -
Erie	6,000	\$ 1,821,980.56	\$ 63,700.00	\$ 133,333.33	\$ 42,000.00	\$ 53,095.87	\$ 333,333.33	\$ 1,083,002.46	\$ 164,339.25	\$ (50,823.68)
Little Thompson Water District	4,850	\$ 1,472,815.53	\$ 51,490.83	\$ 107,777.78	\$ 33,950.00	\$ 42,919.16	\$ 269,444.44	\$ 875,427.00	\$ 132,840.89	\$ (41,034.58)
Superior	4,726	\$ 1,435,367.89	\$ 50,174.37	\$ 105,022.22	\$ 33,082.00	\$ 41,821.84	\$ 262,555.56	\$ 853,044.94	\$ 129,444.55	\$ (39,777.59)
Louisville	2,835	\$ 860,975.35	\$ 30,098.25	\$ 63,000.00	\$ 19,845.00	\$ 25,087.80	\$ 157,500.00	\$ 511,718.66	\$ 77,650.29	\$ (23,924.65)
Fort Lupton	1,190	\$ 124,050.06	\$ 12,633.83	\$ 26,444.44	\$ 8,330.00	\$ 10,530.68	\$ 66,111.11	\$ -	\$ -	\$ -
Lafayette	900	\$ 273,009.68	\$ 9,555.00	\$ 20,000.00	\$ 6,300.00	\$ 7,964.38	\$ 50,000.00	\$ 162,450.36	\$ 24,650.89	\$ (7,910.95)
Central Weld County Water District	346	\$ 36,068.34	\$ 3,673.37	\$ 7,688.89	\$ 2,422.00	\$ 3,061.86	\$ 19,222.22	\$ -	\$ -	\$ -
Totals	90,000	\$ 18,333,337.43	\$ 955,500.00	\$ 2,000,000.00	\$ 630,000.00	\$ 796,438.00	\$ 5,000,000.00	\$ 8,086,650.00	\$ 1,218,849.43	\$ (354,100.00)

WINDY GAP PROJECT PARTICIPANTS COMMITTEE
MINUTES OF MEETING
HELD AT NORTHERN WATER HEADQUARTERS
July 30, 2024

1. PRELIMINARY ITEMS

A. Call to Order and Visitor Introductions

Vice Chair Amber Kauffman called the meeting to order at 8:30 a.m. Windy Gap Project Participants Committee (Committee) members attending the meeting were:

- Boulder: Isabelle Lheritier
- Broomfield: Mark Lorie and Brennan Middleton
- Central Weld County Water District: Wes LaVanchy
- Erie: Todd Fessenden and Andrea Kehrl
- Estes Park: Reuben Bergsten
- Fort Lupton: Chris Cross
- Greeley: Leah Hubbard, Sam Harshbarger and Virgil Pierce
- Lafayette: Cari Bischoff and Mitchell Zombek
- Little Thompson Water District: Amanda Hoff and Amber Kauffman
- Longmont: Ken Huson and Alex Merklein
- Louisville: Andrea Kehrl and Cory Peterson
- Loveland: Noah Cecil, Jim Lees and Ryan Van Pelt
- Platte River Power Authority: Heather Banks, Julie Depperman, Chris Fields and Mike Shumate
- Superior Metropolitan District No. 1: Andrea Kehrl, Paul Nilles and Jeff Stone

Also attending the meeting were: General Manager Brad Wind, Engineering Division Director Jeff Drager, Finance and Administration Division Director Sander Blackburn, Subdistrict President Bill Emslie, Subdistrict Vice President Dick Wolfe; and legal counsel Bennett Raley, Trout Raley. See the last page of these minutes for additional staff and guests in attendance.

Vice Chair Kauffman asked if there were any visitor introductions. There were none. She welcomed Committee members, staff, legal counsel, Subdistrict President Bill Emslie and Subdistrict Vice President Dick Wolfe to the meeting.

B. Agenda Modifications and Meeting Considerations

Vice Chair Kauffman asked if there were any modifications to the agenda or meeting considerations to discuss. Mr. Drager stated that staff did not have any recommended agenda modifications.

2. ROUTINE ITEMS**A. Acceptance of the June 4, 2024, Committee Meeting Minutes**

Vice Chair Kauffman requested a review of the June 4, 2024, Committee meeting minutes. There were no comments or suggested changes. Mr. Cross moved acceptance of the June 4, 2024, Committee meeting minutes as presented. Mr. Huson seconded the motion and it passed unanimously. Vice Chair Kauffman stated the minutes would stand accepted as submitted.

3. WINDY GAP PROJECT**A. Storage and Delivery Summary**

Vice Chair Kauffman next asked for a storage and delivery summary. Ms. Sarah Smith, Water Scheduling Department Assistant Manager, referred the Committee to copies of a recently expanded July 24, 2024, Windy Gap Project Storage and Delivery Report and discussed: (1) total water deliveries of approximately 9,790 acre-feet to-date for the 2024 water year; (2) to-date monthly water deliveries in water year 2024; (3) pumping at the Windy Gap Pump Plant, which has not occurred since the 2022 water year; (4) the status of Chimney Hollow Reservoir (CHR) construction water use during 2024; and (5) a July 24, 2024, Colorado-Big Thompson (C-BT) Project Storage and Delivery Report. Ms. Smith stated that she had nothing further to report unless there were questions. There were none.

B. Windy Gap Project and Chimney Hollow Project Operations Presentation

Vice Chair Kauffman next asked for a report on Windy Gap Project and Chimney Hollow Reservoir (CHR) Project operations. Mr. Drager made several introductory remarks and then Mr. Luke Shawcross, Water Resources Department Manager, referred to a PowerPoint presentation and discussed: (1) 1985-2021 historic Windy Gap Project pumping; (2) 1985-2021 C-BT Project spill years; (3) 1985-2021 potential pumping opportunities if the CHR Project had been complete; (4) 1990-2020 CHR Project modeled storage; (5) background and operational requirements (based on court documents, permits, contracts and decrees); (6) 2024 operating criteria goals; (7) contractual and physical water losses/shrink; (8) enhancement water; (9) annual and variable water supplies for Middle Park Water Conservancy District and Grand County; (10) participant allocation request (formerly 'water order') and allocation process; (11) participant storage accounts (Lake Granby, CHR); (12) In Lieu Water Program (details, documents, terminology and schedule/timeline); (13) summary flow chart; and (14) wrap up and next steps. A general discussion and questions followed.

C. Operation and Maintenance Update

Vice Chair Kauffman next requested an operation and maintenance update. Mr. Craig Friar, Collection Systems Department Manager, referred to a PowerPoint presentation and discussed the following operation and maintenance items: (1) the proposed postponement of a \$1 million circuit breaker replacement project, scheduled to occur during 2024; (2) reallocation of a portion of the \$1 million to a proposed domestic water well project with a budget of approximately \$75,000; and

(3) reallocation of a portion of the \$1 million to a proposed silt removal project at Windy Gap Reservoir with a budget of approximately \$350,000.

CEI Constructors Bid for Silt Removal Project

Mr. Friar further discussed details of the proposed silt removal project, including: (1) the project was budgeted for 2023 but did not proceed due to lack of contractor availability; (2) a bid from CEI Constructors (CEI) for \$236,150.02 for the silt removal project; (3) scope of work (including silt removal and re-establishment of a silt berm in Windy Gap Reservoir); and (4) schedule. Mr. Friar stated that it was staff's recommendation to proceed with this work prior to pumping water to CHR, which is scheduled to begin sometime in 2025. Following a discussion and questions, Mr. Cross moved that the Committee recommend the Subdistrict Board approve the bid from CEI for the silt removal project as recommended by staff. Mr. Huson seconded the motion and it passed unanimously. Mr. Friar stated that he had nothing additional to report unless there were questions. There were none.

D. Colorado River Connectivity Channel Project Update

Vice Chair Kauffman next requested an update on the CRCC Project. Mr. Kevin Lock, Senior Project Manager, reported briefly on: (1) recent remobilization of the construction site following spring runoff and lower river flows; and (2) anticipated placement of the gate following remobilization. Mr. Lock noted that the *Colorado River Connectivity Channel Partnership Agreement by and between the Subdistrict, Grand County, the Colorado River Water Conservation District, the Upper Colorado River Alliance and Trout Unlimited*, as well as the associated *CRCC Operations and Maintenance Plan*, and the *CRCC Partners Monitoring and Adaptive Management Plan*., had been sent out to be executed and finalized by the project's other partners. Mr. Lock stated that he had nothing additional to report unless there were additional questions. There were none.

E. Colorado River Connectivity Channel Monthly Financial Summary

Vice Chair Kauffman asked for a CRCC Project monthly financial summary. Mr. Jonathan Hernandez, Senior Project Manager, referred the Committee to a July 25, 2024, CRCC Project construction funding summary in the agenda packet, which includes: (1) contracts, expenses and budget summaries; (2) the status of construction funds and construction management funds; (3) used and remaining overall project funds; (4) used and remaining funds by funding source; (5) an available construction contingency balance of approximately \$816,776; and (6) other available contingency funding of \$28,224.

F. Windy Gap Project Financial Reports

Treasurer's Report

Vice Chair Kauffman asked for a presentation of the June 2024 Windy Gap Project Treasurer's Report. Mr. Shawn Cyr, Senior Financial Analyst, briefly reviewed the report, including net position (assets, liabilities) and the statement of revenues, expenses, and changes in net position

(operating, nonoperating, capital contributions) for the Windy Gap Water Activity Enterprise (WAE).

Expense Details Report

Mr. Cyr next provided a brief review of the June 2024 expense details for the Windy Gap Project WAE accounts. Vice Chair Kauffman asked if there were any questions regarding either the Treasurer's or Expense Details reports. There were none.

4. WINDY GAP FIRING PROJECT

A. Chimney Hollow Reservoir Project Update

Vice Chair Kauffman next asked for an update on the CHR Project. Mr. Joe Donnelly, Principal Project Manager, referred the Committee to a PowerPoint presentation and discussed the CHR Project construction, including the following updates, status and accomplishments for July and a look ahead to the month of August: (1) a mandatory evacuation of the CHR Project worksite due to the Alexander Mountain Fire; (2) a safety update, safety statistics through June 2024 and a significantly below average total recordable incident rate for the CHR Project; (3) the status of the main dam, including recent attainment of 236 feet in main dam height; (4) the status of main dam grouting and plans for chemical grouting in a limited section of non-grout-able rock near the left abutment; (5) placement of the final spillway slab is scheduled for later in the week; (6) the status of the valve house construction and installation of the bridge crane; and (7) ongoing preparations for the CHR Project interconnect with the Colorado-Big Thompson Project and the Carter Lake pressure conduit.

Mr. Donnelly concluded his report with a brief discussion of: (1) two change orders executed during July totaling approximately \$674,000; and (2) construction cost/schedule performance. A brief discussion and questions followed.

B. Windy Gap Environmental Fund Update

Vice Chair Kauffman next requested a discussion of the \$15 million Windy Gap Environmental Fund (previously the Windy Gap Firing Project Donor Fund), which is being overseen by an administrative arm of the Grand Foundation and the Grand Foundation Advisory Committee (GFAC). Currently there is approximately \$7.5 million in available funding being administered by the GFAC for qualified projects in the Upper Colorado River Basin.

Mr. Drager reported briefly on the status of the application process for 2025 funding, including: (1) solicitation and submission of letters of interest in June and July; (2) a formal application period in September; and (3) details of several letters of interest received to-date by the GFAC, and the anticipated receipt of more letters of interest. Finally, Mr. Drager briefly discussed the Grand Foundation's intent to develop a public relations and public outreach plan to solicit additional letters of interest moving forward. A brief discussion followed.

C. Chimney Hollow Reservoir Project Cost and Expense Disbursement Summary

Vice Chair Kauffman next asked for an update on CHR Project costs and expense disbursements. Mr. Hernandez noted the absence of a monthly Initial Cost & Expense Disbursement Summary, a monthly BOKF Project Fund Disbursement Request Report, and a WGFP monthly Invoice Report. He noted that these reports would resume the following month, and he briefly discussed: (1) the status of remaining bond proceeds for the CHR Project; (2) a projection for completion of costs and expenses related to the CHR Project construction; (3) additional remaining funding for the CHR Project via the Colorado Water Conservation Board (CWCB) \$90 million subordinate loan and a \$65 million amendment; (4) a Notice of Completion C&E to all WGFP participants, regarding the \$65 million amendment, which requires each participant to decide within 90 days of receiving the notice whether to participate in the \$65 million amendment to the existing CWCB subordinate loan, or to self-finance its relative portion of the remaining CHR Project costs; and (5) schedule/timing to move from drawing on bond proceeds to the \$90 million CWCB subordinate loan. A brief discussion and questions followed.

D. Windy Gap Firming Project Financial Reports**Treasurer's Report**

Vice Chair Kauffman asked for a presentation of the June 2024 WGFP Treasurer's Report. Mr. Cyr briefly reviewed the report, including net position (assets, liabilities) and the statement of revenues, expenses, and changes in net position (operating, nonoperating, capital contributions) for the WGFP WAE.

Expense Details Report

Mr. Cyr continued with a brief review of the June 2024 expense details for the WGFP WAE accounts. Vice Chair Kauffman asked if there were any questions regarding either the Treasurer's or Expense Details reports. There were none.

5. INFORMATION ITEMS**A. Legal Report**

Vice Chair Kauffman next asked for a legal report. Mr. Raley stated that legal counsel had nothing additional to report unless there were questions. There were none.

B. Public Affairs Report

Vice Chair Kauffman next requested a report on public affairs. Mr. Jeff Stahla, Public Information Officer, briefly discussed: (1) a CRCC Project ribbon cutting scheduled for Tuesday, October 15, 2024; (2) Larimer County's ongoing development of a recreation plan for the CHR open space; (3) recent CHR Project outreach and CHR Project overlook tours, which were recently impacted by the Alexander Mountain Fire and the Stone Canyon Fire; and (4) postponement of an August 9, 2024, Committee tour of West Slope facilities to a future date. Mr. Stahla stated that he had nothing additional to discuss unless there were questions. There were none.

C. Subdistrict Informational Items and Overview of Subdistrict and Northern Water Board Meeting Agendas

Vice Chair Kauffman next asked for a discussion of informational items and pending Subdistrict/Northern Water Board meeting agenda topics. Mr. Wind briefly previewed agenda items and discussion topics for the August 1, 2024, Board Planning Session and Rate and Budget Hearing. Mr. Wind also provided status reports for the Alexander Mountain Fire near the mouth of the Big Thompson Canyon in Larimer County, as well as the Stone Canyon Fire north of the Town of Lyons in Boulder County.

D. Other Matters

Vice Chair Kauffman next asked if there were any other matters to discuss. Mr. Drager briefly discussed a request to share costs with Larimer County on a Great Outdoors Colorado (GOCO) grant application to help fund recreational facilities at the CHR site. Following a brief discussion, Mr. Drager stated that staff would provide participants with additional information about this request during the next Committee meeting.

E. Participants Committee Roundtable

Vice Chair Kauffman asked if any Committee members had any additional matters to discuss. There were no additional matters to discuss.

6. ADJOURN MEETING

The next Committee meeting is scheduled for Tuesday, September 10, 2024, at 8:30 a.m. There being no further business to come before the Committee, Vice Chair Kauffman adjourned the meeting.

DocuSigned by:
Amber Kauffman
84DA17D279C74FA...
Meeting Chair, Amber Kauffman

DocuSigned by:
Bradley D. Wind
FC0471B7832F49C...
Secretary, Bradley D. Wind
Municipal Subdistrict, Northern Colorado
Water Conservancy District

ADDITIONAL STAFF AND GUESTS IN ATTENDANCE ON JULY 30, 2024

STAFF

Shawn Cyr	Senior Financial Analyst
Joe Donnelly	Principal Project Manager
Craig Friar	Collection Systems Department Manager
Jonathan Hernandez	Senior Project Manager
Liz Larmon	Administrative Support Specialist
Kevin Lock	Senior Project Manager
Luke Shawcross	Water Resources Department Manager
Greg Silkensen	Communications Department Assistant Manager
Sarah Smith	Water Scheduling Department Assistant Manager
Jeff Stahla	Public Information Officer

GUESTS

None



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Appointment of Certain Nominees to the Board of Trustees of the High Plains Library Board

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The High Plains Library District ("HPLD") has been created by action of eight 'Establishing Bodies', namely, the Town of Ault, the Town of Eaton, the City of Evans, the City of Fort Lupton, the City of Greeley, the Town of Hudson, the RE-8 School District Board of Education, the Weld County Board of County Commissioners, all of the State of Colorado.

The High Plains Library District Board of Trustees is comprised of seven trustee seats, two of which are currently up for replacement. Pursuant to C.R.S. § 24-90-108(2)(c), provides that the Establishing Bodies have authority to ratify trustees recommended for appointment to the High Plains Library Board of Trustees, and pursuant to C.R.S. § 24-90-108(2)(c), recommendation of replacement library trustees must be made by a committee held for that purpose.

After a meeting held on October 25, 2024, the Committee voted by majority vote to recommend the following individuals for appointment to the High Plains Library District Board of Trustees, for the term lengths specified below

Region 1 – Erie, Frederick and Firestone:
Jenna Evans, 4-year term, 2025-2028

Region 5 – Ault, Eaton, Pierce and Nunn:
Lisa Taylor, 4-year term, 2025-2028

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Approve the appointment within 60 days from the meeting.
2. Deny the appointment.

STAFF RECOMMENDATIONS

Staff seeks recommendation.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2025Rxxx

A RESOLUTION RATIFYING THE APPOINTMENT OF CERTAIN NOMINEES TO THE BOARD OF TRUSTEES OF THE HIGH PLAINS LIBRARY DISTRICT

WHEREAS, the Board of Trustees of the City of Fort Lupton, Colorado, pursuant to Colorado State Statutes governing statutory Cities and the Ordinances of the City of Fort Lupton, is vested with the authority of administering the affairs of the City of Fort Lupton, Colorado, and

WHEREAS, the High Plains Library District ("HPLD") has been created by action of eight 'Establishing Bodies', namely, the Town of Ault, the Town of Eaton, the City of Evans, the City of Fort Lupton, the City of Greeley, the Town of Hudson, the RE-8 School District Board of Education, the Weld County Board of County Commissioners, all of the State of Colorado, and

WHEREAS, the High Plains Library District Board of Trustees is comprised of seven trustee seats, two of which are currently up for replacement, and

WHEREAS, C.R.S. § 24-90-108(2)(c), provides that the Establishing Bodies have authority to ratify trustees recommended for appointment to the High Plains Library Board of Trustees, and

WHEREAS, pursuant to C.R.S. § 24-90-108(2)(c), recommendation of replacement library trustees must be made by a committee held for that purpose, and

WHEREAS, pursuant to that Joint Motion and Stipulation to Approve Settlement and Dismiss Remaining Claims entered into by the Establishing Bodies and ordered by the Court in Weld County District Court Case No. 2014 CV 30358, a trustee selection committee (the "Committee") met on October 25, 2024 to interview trustee candidates, and

WHEREAS, on October 25, 2024, the Committee voted by majority vote to recommend the following individuals for appointment to the High Plains Library District Board of Trustees, for the term lengths specified below:

- ❖ Region 1 – Erie, Frederick and Firestone:
 - Jenna Evans, 4-year term, 2025-2028
- ❖ Region 5 – Ault, Eaton, Pierce and Nunn
 - Lisa Taylor, 4-year term, 2025-2028

WHEREAS, the above-named individuals appear to be qualified to serve as a trustee on the High Plains Library District Board of Trustees and represent adequately the various interests within the High Plains Library District.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fort Lupton, Colorado, as follows:

I. Ratification:

That the appointment of:

Jenna Evans to serve as Region 1 Trustee and Lisa Taylor to serve as Region 5 Trustee

on the High Plains Library District Board of Trustees for a 4-year term is hereby ratified.

2. This Resolution shall become effective immediately.

Dated this 21st day of January, 2025.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approve an Orders with Badger Meter for New Water Meters and Endpoints for not to Exceed \$200,000.00 from 2025 Utility Fund - Water Line Repairs Replacement Meters

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City's meter replacement project is nearing completion. The contractor NCC) has approximately 435 meter replacements to do within the allotted budget for the project from 2024. Additional large meters have been ordered for PW staff to replace. This is budgeted under the Utility Fund, Water Line Repairs, meters and accessories.

NCC Contract/CO 2024	\$2,3079,600.00	Has completed	1,240 to date
		Has budget for	435 more
PW in house replacements	253- ¾" / 69 - 1" / 35- 1 ½" / 31- 2" / 9- 3" / 7- 4" / 3 - 6"		

All replacements should be done by May 2025

FINANCIAL CONSIDERATIONS

The Utility Fund - Water Line Repairs contains budget of \$200,000 in 400-5000-520901 to account for the Replacement Meters.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve purchase order with Badger Meter
- Do not Approve purchase order
- Do nothing

STAFF RECOMMENDATIONS

Staff recommends approving purchase order with Badger Meter for not to exceed \$200,000.00 for water meters and endpoints purchase from the Utility Fund - Water Line Repairs - Replacement Meters budget (400-5000-520901).

Attachments: a. Badger Meter Invoice Order

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORIGINAL INVOICE

INVOICE



Badger Meter

Mail all remittances to:

Box 88223

Milwaukee, WI 53288-8223

4545 W Brown Deer Rd. P.O. Box 245036
 Milwaukee, WI 53224-9536 1-800-616-3837
 Credit Inquiries - credit@badgermeter.com

INVOICE NUMBER	DATE
1705577	01/06/25
D-U-N-S 00-606-9710	
NET 30 DAYS	

FED I.D. #39-0143280
 GST# 123746141

SOLD TO CUSTOMER: 50812

CITY OF FORT LUPTON
 130 S MCKINLEY
 FORT LUPTON, CO 80621

SHIP TO CUSTOMER: 3

CITY OF FORT LUPTON
 800 12TH ST
 FORT LUPTON, CO 80621

CUSTOMER PO#	SHIPPING TERMS	FREIGHT CARRIER
ROY V 010325	FREIGHT PREPAID	FedEx Freight - Economy
ORDER DATE	INCO TERMS	TRACKING NUMBER
01/03/25	FCA FACTORY	3787106540
PROPOSAL #	FINAL DESTINATION	WAREHOUSE / ORDER#
	UNITED STATES	AZ 1329186

LINE	PRODUCT DEFINITION	UNIT PRICE	EXTENDED PRICE USD
2	Badger Meter Item: 100-1589 EU-EDA-PXXX-E5-CA-19BE-A5Y2-XTJ-XX-B0A Ordered: 35.000 Shipped: 35.000 5472 DOMINICK FENTON PRODUCT TYPE EU - E-SERIES ULTRASONIC SS (NSF-61-372) METER TYPE EDA - 1-1/2" ELLIPTICAL (1-1/2 X 13) WATER APPLICATION P - POTABLE CONNECTIONS/GASKETS XX - NONE -NONE ACCESSORIES X - NONE REGISTRATION E5 - ENCODER TECHNOLOGY CA - FOR CONNECTIVITY TO ORION REGISTRATION FACE 1 - STANDARD UNIT OF MEASURE/DIAL RES 9B - 9 DIAL - 0.1 GALLONS VISUAL BILLING UNITS E - 1,000 TESTING A5 - BADGER STD (TS-423) SERIALIZATION METER Y2 - YR MFG 9D & PBB APPLICATION XX - NONE WIRING METHOD TJ - TWIST TIGHT - 25 FT (MTR, ASSY) ENDPOINT SHIPMENT MODE XX - N/A CUSTOMER ID B0A - BADGER METER STANDARD (ID=B0A) RELEASE STATUS REL - RELEASED Contract Not Required false	693.7400	24280.90
4	Badger Meter Item: 103-6671 E4-4E-AM-AG-TAAA-B0A Ordered: 135.000 Shipped: 135.000 5472 DOMINICK FENTON PRODUCT TYPE E4 - ENDPOINT ONLY	126.0000	17010.00

This invoice is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>. Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>. Goods covered by this invoice were produced in compliance with the provisions of the Fair Labor Standards Act of 1938 as amended.

ORIGINAL INVOICE

INVOICE



4545 W Brown Deer Rd. P.O. Box 245036
 Milwaukee, WI 53224-9536 1-800-616-3837
 Credit Inquiries - credit@badgermeter.com

Mail all remittances to:

Box 88223

Milwaukee, WI 53288-8223

INVOICE NUMBER	DATE
1705577	01/06/25
D-U-N-S 00-606-9710	
NET 30 DAYS	

FED I.D. #39-0143280
 GST# 123746141

SOLD TO CUSTOMER: 50812

CITY OF FORT LUPTON
 130 S MCKINLEY
 FORT LUPTON, CO 80621

SHIP TO CUSTOMER: 3

CITY OF FORT LUPTON
 800 12TH ST
 FORT LUPTON, CO 80621

CUSTOMER PO#	SHIPPING TERMS	FREIGHT CARRIER
ROY V 010325	FREIGHT PREPAID	FedEx Freight - Economy
ORDER DATE	INCO TERMS	TRACKING NUMBER
01/03/25	FCA FACTORY	3787106540
PROPOSAL #	FINAL DESTINATION	WAREHOUSE / ORDER#
	UNITED STATES	AZ 1329186

LINE	PRODUCT DEFINITION	UNIT PRICE	EXTENDED PRICE USD
	REGISTRATION 4E - FOR ENCODER TECHNOLOGY AM - ORION CELLULAR C APPLICATION AG - PIT/REMOTE, THRU THE LID KIT WIRING METHOD TA - TWIST TIGHT - 8 IN (EP) ENDPOINT SHIPMENT MODE AA - GROUND/OCEAN (PAUSED) CUSTOMER ID B0A - BADGER METER STANDARD (ID=B0A) RELEASE STATUS REL - RELEASED Contract Not Required false		
	Sub Total		41290.90
	Total		41290.90
	Case Number: 01059997		

This invoice is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>. Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>. Goods covered by this invoice were produced in compliance with the provisions of the Fair Labor Standards Act of 1938 as amended.



SUBJECT FOR DISCUSSION

Approve an Orders with Badger Meter for New Water Meters and Endpoints for not to Exceed \$200,000.00 from 2025 Utility Fund - Water Line Repairs.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City currently charges new construction a meter fee to cover the costs of meter, endpoint and accessories associated with installation of new water service. This is budgeted under the Utility Fund, Water Line Repairs, meters and accessories.

The Badger meters and beacon reading system is the chosen AMI system for meter reading. Meters will be ordered throughout the year In anticipation for new building permits for 2025

¾" meters unit cost is	\$219.43
Cellular endpoint unit cost	\$155.65

FINANCIAL CONSIDERATIONS

The Utility Fund - Water Line Repairs contains budget for Meter & Accessories of \$40,000.00 in 400-5000-520900 to account for the meters and accessories purchased for new water service. Meter fees pay for meters at time of building permit application. Although the revenue will offset the cost, the expense account will be over budget and require a supplemental resolution.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve purchase order with Badger Meter
- Do not Approve purchase order
- Do nothing

STAFF RECOMMENDATIONS

Staff recommends approving purchase order with Badger Meter for not to exceed \$200,000.00 for water meters and endpoints purchase from the Utility Fund - Water Line Repairs - Meters & Accessories budget (400-5000-520900).

Attachments: none

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



SUBJECT FOR DISCUSSION

Award of Contract to Civil Resources for not to Exceed \$85,367.00 for the Construction Management of the WWTP Lagoon Slurry Wall Project from the Utility Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Staff has been working with BURNCO for nearly 5 years to expand the Inouye gravel pit to include the WWTP Lagoons. A mining agreement was negotiated and approved June 18, 2024 with AM 2024-105.

The METRO Force Main and lift station project is underway with an estimated bypass of the treatment plant planned for late April 2025. Once the bypass is in place and the last sewage in the plant has been treated, BURNCO can begin mining the lagoons. The slurry wall needs to be installed in May 2025 so BURNCO can begin mining this summer.

Civil Resources provided the City with design of the slurry wall in 2019. This agreement will provide the City with Construction Management services to prepare bid document, bidding, construction QA/QC and testing for construction of the slurry wall.

FINANCIAL CONSIDERATIONS

The 2024 budget includes \$400,000.00 in the Utility fund - Utility Administration that was dedicated to the Water Strategy Plan grant match.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the agreement with Civil Resources
- B. Reject agreement.

STAFF RECOMMENDATIONS

Staff recommends approving contract with Civil Resources for not to exceed \$85,367.00 for the Lagoon Slurry Wall Project from Utility Fund.

Attachments: a. PW Engineering Services Agreement – Civil Resources

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works

Professional Services Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **Civil Resources, LLC** (hereinafter "CONSULTANT").

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

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

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement, the Consultant's Scope of Work (Exhibit A). In the event of any conflict between the specific contract terms and requirements of this Contract Agreement and any terms and conditions of Contractor or Exhibit A, the parties specifically agree the terms of this Contract Agreement shall control.

3. **PERIOD OF SERVICE AND SCHEDULE.** The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. Consultant's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. Consultant shall make reasonable efforts to comply with deliverable schedules and consistent with Consultant's professional responsibility.

4. **CONTRACT SUM.** The City shall pay to the Consultant for performance and completion of the work encompassed by this Agreement, and the Consultant will accept as full compensation therefore the sum of not to exceed **\$ 85,367.00**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon review and acceptance of the work by the City, in its sole discretion, including completion by the Consultant of any review corrections as determined by the City and approvals deemed necessary by the State Engineer's Office.

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

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

6. **AMENDMENT/NO ASSIGNMENT.** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement. Consultant's services will be performed solely for the benefit of City and not for the benefit of any other persons or entities. Neither City nor Consultant shall assign or transfer interest in this Agreement without the written consent of the other.

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

8. **TERMINATION.** Services may be terminated by City or Consultant by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, City shall pay Consultant all amounts due for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

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

10. **GOVERNING LAW.** Contractor agrees to comply with all local, state and federal laws in its performance of work under this Agreement. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

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

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

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

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

15. **INDEMNIFICATION BY CONTRACTOR.** Contractor shall defend, indemnify and hold the City harmless from any damages, including but not limited to any loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of Contractor or its contractors pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

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

EXECUTED THIS **21st** DAY OF **JANUARY, 2025.**

CITY OF FORT LUPTON, COLORADO

BY: **Zo Hubbard**

TITLE: **Mayor**

CIVIL RESOURCES, LLC:

BY: **Brad Hagen, P.E.**

TITLE: **Principal Engineer**

EXHIBIT A

CIVIL RESOURCES, LLC
ENGINEERS & PLANNERS

November 21, 2024

Ft. Lupton
Mr. Roy Vestal
130 S. McKinley Ave.
Ft. Lupton, CO 80621

RE: Ft. Lupton Wastewater Treatment Plant (WWTP) Gravel Mine - Proposal for Slurry Wall Contract Support and QA/QC

Dear Mr. Vestal:

Civil Resources, LLC is presenting the following proposal for Slurry Wall Contract Support and QA/QC at Ft. Lupton WWTP Gravel Mine. Services to be provided under this scope of work are described below.

SCOPE OF WORK

Task 1 – Contract Support, Bidding Assistance and Technical Specifications

Civil Resources will coordinate with Ft. Lupton and BURNCO to assist in the bidding process for the project. This task will also include the Technical Specifications for construction of the project.

Task 2 – Construction QA/QC

Civil Resources anticipates that a tester will be on-site full-time (45 days, for 11 hours per day) during the slurry wall installation in addition to preparation and approximately eight (8) hours per week of office support by the senior design engineer. The tester will complete: 1) Daily reports, including general conditions, trench depth and progress; 2) pH testing of mix water and slurry; 3) Slurry Mix Tests: unit weight/mud balance, Marsh Funnel, Filtrate Loss, and sand content; 4) Backfill Mix Tests: unit weight & moisture content, slump, gradation and permeability (third party testing); and 5) material testing on the consolidation cap.

Task 3 – As-Built Report and Plans

Upon completion of construction, Civil Resources will prepare as-built plans and a report documenting the construction.

Task 4 – Leakage Certification Report (Provisional)

Civil Resources will prepare a *Monitoring & Analysis Plan* that demonstrates the proposed testing methodology for submittal to the State Engineer's Office (SEO). Additional piezometers could be required to verify that the required head differential exists prior to beginning the ninety-day test and will also be a key component in completing the lined storage calculation. A rain gage and measurement devices will be installed on the site as necessary to complete the overall mass balance calculation used to verify the competency of the slurry wall liner. Civil Resources will assess the existing dewatering/discharge operation and coordinate the installation of all measuring devices. Civil Resources will coordinate with Owner's on-site personnel during the test to obtain pumping and water level data. The data collected will be added to a spreadsheet used to calculate the mass balance. All discharges and consumptive use of on-site water including fines washing, dust suppression, etc. will be continuously measured throughout the 90-day period resulting in a representative water balance as required for review by the State. A summary of the information will be presented on a mass balance spreadsheet with necessary calculations and reasonable assumptions applied for final reporting to the SEO. Civil Resources assumes the potential permits, pump and associated cost of pumping will be by others.

SCHEDULE

Civil Resources would be able to complete Task 1 within 120 days of written notice to proceed. Task 2 assumes a construction time of 3 months. Task 4 will be 90 days.

ESTIMATED FEES

This scope of work and cost estimate has been prepared according to the effort we believe will be required.

Ft. Lupton Wastewater Treatment Plant (WWTP) Gravel Mine - Proposal for Slurry Wall Contract Support and QA/QC		
TASK	Scope of Services	Total Cost Estimate
	1. Bidding Assistance and Technical Specifications	\$8,500
	2. Construction QA/QC (Includes outside lab expense for permeability, field tech hourly rate of \$97/hour, for 45 days of slurry wall QA/QC, 11 hrs per day and 8 hours per week of senior engineer assistance for 6.5 weeks)	\$55,867
	3. As-Built Plans and Memo	\$5,000
	4. Leak Test (Provisional) (assumes 3 piezos)	\$12,000
	<i>Direct Expenses (Copies, Vehicle, Equip.)</i>	<i>\$4,000</i>
TOTAL COST ESTIMATE		\$85,367

Civil Resources will provide justification for any changes to the described scope of work requiring additional budget. Only when the requested increase is approved, will the additional work be completed. This scope specifically excludes; additional survey, construction staking and permitting. If alternate slurry wall alignments are required further analysis will be required.

If this proposal is acceptable, please sign below and return one original copy to Civil Resources.

Sincerely,

CIVIL RESOURCES, LLC.



Andy Rodriguez, P.E.
Civil Engineer

Authorized Client Signature

Date



SUBJECT FOR DISCUSSION

Award of Contract to Civil Resources for not to Exceed \$19,000.00 for the 50 Percent Design of the WWTP Lagoon Water Storage Project from the Utility Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Staff has been working with BURNCO for nearly 5 years to expand the Inouye gravel pit to include the WWTP Lagoons. A mining agreement was negotiated and approved June 18, 2024 with AM 2024-105.

The mined pit will require additional design to operate as the City's augmentation storage.

Civil Resources provided the City with preliminary design of the lagoon water storage layout, hydraulic analysis and site design requirements.

FINANCIAL CONSIDERATIONS

The 2024 budget includes \$400,000.00 in the Utility fund - Utility Administration that was dedicated to the Water Strategy Plan grant match.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the agreement with Civil Resources
- B. Reject agreement.

STAFF RECOMMENDATIONS

Staff recommends approving contract with Civil Resources for not to exceed \$19,000.00 for the Lagoon Water Storage Project from Utility Fund.

Attachments: a. PW Engineering Services Agreement – Civil Resources

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works

Professional Services Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **Civil Resources, LLC** (hereinafter "CONSULTANT").

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

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

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement, the Consultant's Scope of Work (Exhibit A). In the event of any conflict between the specific contract terms and requirements of this Contract Agreement and any terms and conditions of Contractor or Exhibit A, the parties specifically agree the terms of this Contract Agreement shall control.

3. **PERIOD OF SERVICE AND SCHEDULE.** The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. Consultant's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. Consultant shall make reasonable efforts to comply with deliverable schedules and consistent with Consultant's professional responsibility.

4. **CONTRACT SUM.** The City shall pay to the Consultant for performance and completion of the work encompassed by this Agreement, and the Consultant will accept as full compensation therefore the sum of not to exceed **\$ 19,000.00**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon review and acceptance of the work by the City, in its sole discretion, including completion by the Consultant of any review corrections as determined by the City and approvals deemed necessary by the State Engineer's Office.

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

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

6. **AMENDMENT/NO ASSIGNMENT.** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement. Consultant's services will be performed solely for the benefit of City and not for the benefit of any other persons or entities. Neither City nor Consultant shall assign or transfer interest in this Agreement without the written consent of the other.

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

8. **TERMINATION.** Services may be terminated by City or Consultant by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, City shall pay Consultant all amounts due for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

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

10. **GOVERNING LAW.** Contractor agrees to comply with all local, state and federal laws in its performance of work under this Agreement. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

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

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

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

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

15. **INDEMNIFICATION BY CONTRACTOR.** Contractor shall defend, indemnify and hold the City harmless from any damages, including but not limited to any loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of Contractor or its contractors pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

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

EXECUTED THIS **21st** DAY OF **JANUARY, 2025.**

CITY OF FORT LUPTON, COLORADO

BY: **Zo Hubbard**

TITLE: **Mayor**

CIVIL RESOURCES, LLC:

BY: **Brad Hagen, P.E.**

TITLE: **Principal Engineer**

EXHIBIT A

CIVIL RESOURCES, LLC
ENGINEERS & PLANNERS

November 27, 2024

Ft. Lupton
Mr. Roy Vestal
130 S. McKinley Ave.
Ft. Lupton, CO 80621

RE: Ft. Lupton Wastewater Treatment Plant (WWTP) Gravel Mine - Proposal for 50% Design Plans for On-Site Water Storage and Delivery Infrastructure

Dear Mr. Vestal:

Civil Resources, LLC is presenting the following proposal for 50 percent (50%) Design Plans for On-Site Water Storage and Delivery Infrastructure for the Ft. Lupton WWTP Gravel Mine. Services to be provided under this scope of work are described below.

SCOPE OF WORK

Task 1 – Preliminary Water Storage Layout (Slope Protection, Spillways, River Protection)

Civil Resources will analyze the site and prepare a plan that will include erosion protection of slopes, spillways and riverbank. Flood control structures will be analyzed including preliminary plan and profiles.

Task 2 – Hydraulic Analysis (Inflow/Outflow Infrastructure, Flowrates/Capacity and River Diversion Feasibility)

Civil Resources will perform hydraulic calculations and prepare plan and profiles/sections for the following components to convey water into and out of the reservoir.

- Wellfield piping from the proposed wells to the inflow structure.
- Inflow structure that will convey the well water into the reservoir.
- Analyze pumping options (floating pump vs. pump in structure) and piping to the outflow structure.
- Outflow structure that will convey the water back to the South Platte River.
- River diversion feasibility analysis to assist in cost/benefit of ability to partially fill reservoir at a higher rate.

This task includes the analysis and 50% design plans for the above items.

Task 3 – Site Appurtenances (Pump Equipment Building, SCADA, Measurement, Utilities)

Civil Resources will analyze the site appurtenances which include.

- Pump equipment building to house pump controls.
- SCADA considerations to incorporate into the City of Fort Lupton's existing SCADA network.
- Measurement options on inflow and outflow.
- Utility design that will be needed for a fully operational reservoir.
- Preliminary Cost Estimate.

SCHEDULE

Civil Resources would be able to complete Tasks 1 to 3 within 60 days of written notice to proceed.

ESTIMATED FEES

This scope of work and cost estimate has been prepared according to the effort we believe will be required.

Ft. Lupton Wastewater Treatment Plant (WWTP) Gravel Mine - Proposal for 50% Design Plans for On-Site Water Storage and Delivery Infrastructure		
TASK	Scope of Services	Total Cost Estimate
1. Preliminary Water Storage Layout (Slope Protection, Spillways, River Protection)		\$8,500
2. Hydraulic Analysis (Inflow/Outflow Infrastructure, Flowrates/Capacity and River Diversion Feasibility)		\$7,500
3. Site Appurtenances (Pump Equipment Building, SCADA, Measurement, Utilities)		\$2,500
	Direct Expenses (Copies, Vehicle, Equip.)	\$500
TOTAL COST ESTIMATE		\$19,000

Civil Resources will provide justification for any changes to the described scope of work requiring additional budget. Only when the requested increase is approved, will the additional work be completed. This scope specifically excludes; additional survey, construction staking and permitting.

If this proposal is acceptable, please sign below and return one original copy to Civil Resources.

Sincerely,

CIVIL RESOURCES, LLC.



Andy Rodriguez, P.E.
Civil Engineer

Authorized Client Signature

Date



SUBJECT FOR DISCUSSION

Approving a Resolution for a Fee Increase for Pearson Park – Field Use Agreement for 2025 Season
Effective February 1, 2025

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Fees need to be analyzed and adjusted to keep up with competition as well as meet revenue goals set by the budget.

The current fees have not increased in a number of years and with increasing staff and material expenses we need to make small fee increases to avoid drastic measures in the future. The proposed increase is for Day Use Rental, Complex Rental, Additional Field Prep, and Lights. We will be adding an additional Hourly Use Rental to Field Use Agreement.

Pearson Park Light Rental was the largest increase due to United Power re-categorizing Pearson Park ballfield lights from C1 Category to ISD1 Category (almost 140% increase).

FINANCIAL CONSIDERATIONS

The estimated financial increase would be between \$3,000 and \$4,000 based on 2024 numbers.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

Keep Pearson Park – Field Use Agreement rates the same, knowing that more drastic fee increases will be necessary in the future.

STAFF RECOMMENDATIONS

Staff recommends approving to increase Pearson Park – Field Use Agreement fees.

Attachments: a. Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2025???

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING AN INCREASE IN FEES FOR THE PEARSON PARK – FIELD USE AGREEMENT AT FORT LUPTON RECREATION CENTER EFFECTIVE FEBRUARY 1, 2025

WHEREAS, the Recreation Department has reviewed fees for Pearson Park field use rentals including Hourly Use Rental, Day Use Rental, Complex Rental, Additional Field Prep, and Lights; and

WHEREAS, it has been determined that an increase in fees is warranted to stay competitive with other organizations; and

WHEREAS, the increase is needed to offset several expenses and meet 2025 revenue numbers established in the budget.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approve the fee schedule in Exhibit 'A' effective February 1, 2025 for the Pearson Park – Field Use Agreement at the Fort Lupton Recreation Center.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 15th DAY OF MARCH 2022.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A
EFFECTIVE February 1, 2025

Pearson Park Rental Fees:

*Hourly Use	\$50 / field per hour
*Day Use	\$200 / field per day
*Complex Rental	\$700 per day (includes all 4 fields)
Additional Field Preps	\$40/field per prep
Lights	\$50 / hour per field
Additional Porta Potty Cleaning (weekend rate)	\$450

**Dragging and chalking is included with the first prep.*



SUBJECT FOR DISCUSSION

Award of Contract to Backhoe & Dozer Services Inc. for not to Exceed \$50,000.00 for On Call Grading Services from Street Sales Tax Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Backhoe & Dozer Services Inc is owned and operated by Willie Taylor, a local resident. Willie has provided emergency snow assistance for the City in the past.

The City can use additional help grading and maintaining unpaved City owned streets. Past annexations have added many miles of unpaved roadways to the city limits. By assigning the northern out skirt roadways to contract, City crews can focus on the southern roads and alley grading operations on the core area where the majority of the residents live and work.

The City current has 16.32 miles of unpaved roads to maintain. Public Works Operations has set a schedule for grading every road once every 3-weeks.

Anticipate continuing grading operations through December 2025.

FINANCIAL CONSIDERATIONS

The 2025 Street Sales Tax Fund includes \$60,000 for Contractual Services.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve Contract Agreement with Backhoe & Dozer Services Inc
- Award portion of contract
- Do not approve the Contract
- continue grading with PW staff

STAFF RECOMMENDATIONS

Staff recommends approving contract with Backhoe & Dozer Services Inc for not to exceed \$50,000.00 for the Grading On-Call Services from Street Sales Tax Fund.

Attachments: a. Contract Agreement – Backhoe & Dozer Services Inc

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Agreement Grading On Call Services

This PUBLIC WORKS Agreement is entered into by and between the City of Fort Lupton, Colorado (hereinafter "City") and **Backhoe & Dozer Services Inc.** (hereinafter "CONTRACTOR").

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

1. **SCOPE OF WORK.** Contractor will furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other construction accessories, services and facilities specified or required to be incorporated in the completed work. Contractor shall provide and perform all necessary labor in a first class and workmanlike manner and in accordance with the conditions and prices stated in the proposal and the requirements, stipulations, provisions and conditions of the contract documents. Contractor shall perform, execute, and complete all things mentioned to be done by the Contractor and all work included in the scope of work set forth and incorporated herein as **Exhibit A** (See attached) Contractor shall provide all insurance as required by Exhibit A prior to commencement of work. All certificates of insurance from contractors should list the City as an additional insured.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the scope of work set forth as **Exhibit A**. In the event of any conflict between the specific contract terms and requirements of this Contract Agreement and any terms and conditions of Contractor or Exhibit A, the parties specifically agree the terms of this Contract Agreement shall control.

3. **TIME OF COMPLETION.** The Contractor agrees to commence work upon execution of this Agreement to provide scheduled dirt work services through **December 31, 2025.**

4. **CONTRACT SUM.** The City shall pay to the Contractor for performance and completion of the work encompassed by this Agreement, and the Contractor will accept as full compensation based on hourly rates as provided in Exhibit A, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. The maximum not to exceed amount of **\$50,000.00 (Fifty Thousand Dollars)** for the term of this agreement. Said amounts to be paid upon inspection and acceptance of the work by the City, in its sole discretion and execution of any releases by Contractor deemed necessary by the City.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** The City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. No change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate

amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Contractor in writing, that lawful appropriations to cover the costs of this additional work has been made and the change order is approved by the City in its sole discretion in writing.

6. **AMENDMENT/NO ASSIGNMENT.** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement.

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

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

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

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

10. **GOVERNING LAW.** Contractor agrees to comply with all local, state and federal laws in its performance of work under this Agreement. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

11. **OSHA REQUIREMENTS.** Contractor agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. Contractor shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the

safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. Contractor acknowledges and agrees that with respect to the scope of work under this contract, it shall comply with all obligations and assume all responsibilities for its actions as required by all OSHA rules and regulations. The Contractor shall adhere to all federal, state and local safety and health regulations, laws and ordinances.

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

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

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

15. **INDEMNIFICATION BY CONTRACTOR.** Contractor shall defend, indemnify and hold the City harmless from any damages, including but not limited to any loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of Contractor or its contractors pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

16. **APPROVAL REQUIRED.** This Agreement is subject to the final approval of the Fort Lupton Finance Director and signature by the City Administrator.

EXECUTED THIS **21st** DAY OF **JANUARY, 2025.**

CITY OF FORT LUPTON, COLORADO

BY: Zo Hubbard
TITLE: Mayor

BACKHOE & DOZER SERVICES:

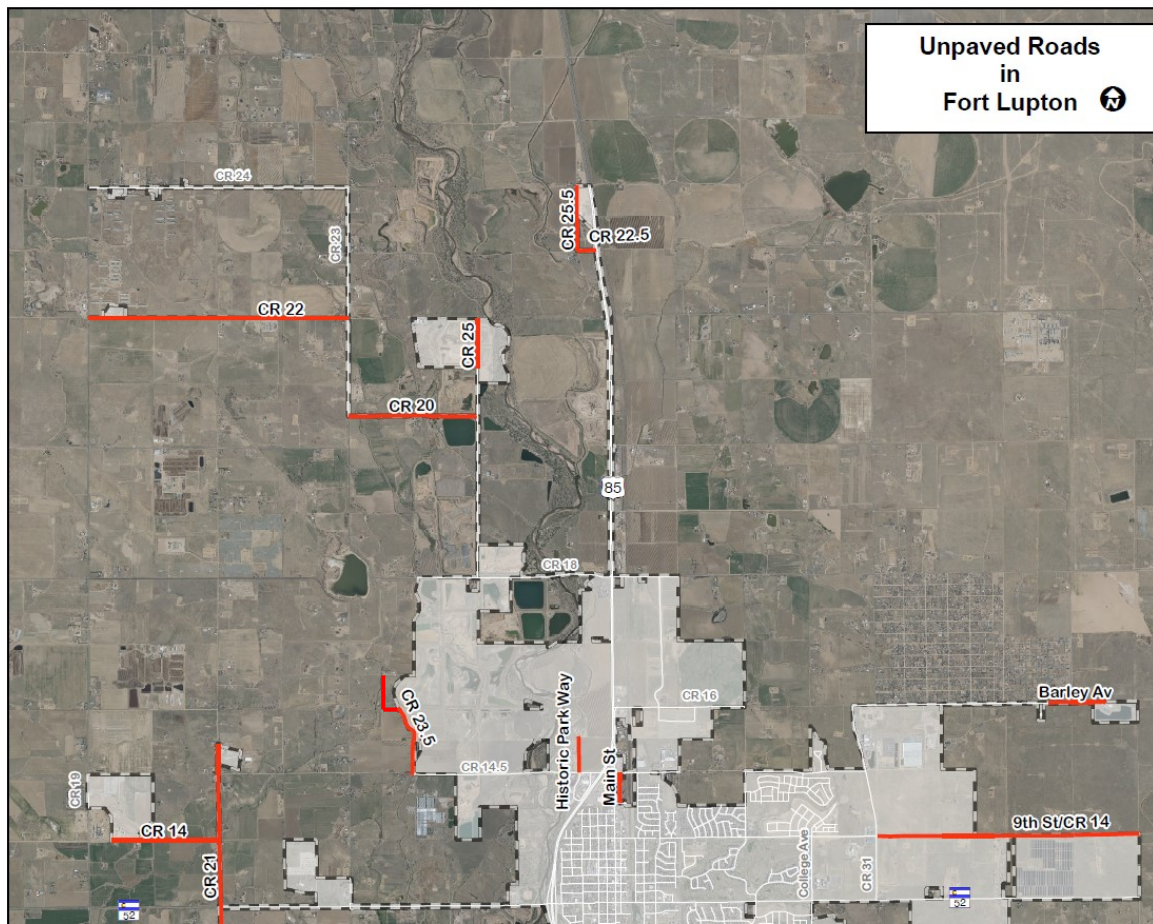
BY: Willie Taylor
TITLE: Owner/Operator

EXHIBIT A**Equipment - (Additional equipment listed on price sheet Page 6)**

<u>Machine</u>	<u>Hourly Rate</u>
140G Road Grader	\$175.00/hr
ITG Loader	\$145.00/hr
320 Trackhoe	\$200.00/hr
Trailing Belly Dump	\$105.00/hr

Designated Roads - (Total 9.05 miles)

- CR 22 - CR 19 east to CR 23 (2 miles)
- CR 22.5/CR 25.5 - US 85 to CR 24 (0.7 mile)
- CR 25 - south of CR 20 from EOP to CL (CR 22) (0.4 mile)
- CR 20 - CR 19 east to CR 23 (2 miles)
- CR 23.5 - CR14.5 north to end (in County) (0.9 mile)
- CR 16 - EOP to WTP (0.7 mile)
- Historic Parkway - (0.3 mile)
- CR 21 - US 52 north to CL (N of CR 14.5) (1.25 miles)
- CR 14 - CR 21 west to CL (0.8 mile)



Grading operations will be coordinated by Anthony Gomez (m) (303) 994-7613

Grading Operations

Granular (rock) Surfaced Roads.

Each road will be scheduled for grading every three (3) weeks.

Grade travel surface to remove wash boarding, potholes and depressed areas that collect rainfall. Maintain a crowned roadway section. Operating speed during blading operations should not exceed 5mph.

Clean out road side ditches as needed.

Maintain travel path for vehicles if windrowing base material is required.

Dirt work Operations

Trenching

Hauling

Provide documented time and equipment time sheet to the City for payment.

Email invoice to rvestal@fortluptonco.gov 720-466-6109



P.O. Box 341
 Fort Lupton, CO 80621
 Office/Fax: (303)857-2047
wwbackhoe@msn.com

Current Equipment Price based on an Hourly Basis (2 Hour Minimum):

Item	Price
140G Road Grader	175.00
200C JD Trackhoe	120.00
226 Skidsteer	93.75
320 L Trackhoe	200.00
320E Trackhoe	200.00
623 B Scraper	328.00
623 F Scraper	328.00
615C Scraper	248.00
8630 Tractor & Disc	200.00
8650 Tractor	150.00
420F Backhoe	130.00
410B Backhoe	
1974 Trailking Belly Dump	105.00
D4 HXL	150.00
D7G Dozer	200.00
1999 Kenworth Dump Truck T800	110.50
1993 Peterbilt 379	
ITG Loader	145.00
4240 Tractor	120.00

Please call for any specialty services. We can provide services that may not be listed. If you have any questions about our services or would like to take advantage of the services, we offer please contact Willy Taylor at 303-434-7204. Thanks for your interest and we look forward to working with you.



SUBJECT FOR DISCUSSION

Adopting an Ordinance for Right of Way Dedication of a 55-foot Wide Public Right of Way Located Along County Road 18 and 42.5-foot Wide Public Right of Way Located along County Road 25, containing 5.24 Acres

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City of Thornton ("Thornton") of 9500 Civic Center Drive, Thornton submitted the Warranty Deed for conveyance of Right of Way to the City. Since ROW dedication cannot be done with a Warranty Deed, the dedication will need to be done by separate document. This is to approve an ordinance to accept public right of way from the City of Thornton and accept the dedication of a 55-foot wide public right of way located along County Road 18 and 42.5-foot wide public right of way located along County Road 25, containing 5.24 acres, more or less,

FINANCIAL CONSIDERATIONS

Not applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Accept Dedication
- Do nothing

STAFF RECOMMENDATIONS

Staff recommends acceptance of the 42.5-feet of public Right of Way from the City of Thornton

- Attachments:**
- Ordinance
 - Warranty Deed
 - Right-of-Way Dedication

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO. 2025-xxxx

INTRODUCED BY:

A ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE DEDICATION OF A 42.5-FOOT WIDE PUBLIC RIGHT OF WAY PARALLEL WITH THE SECTION LINE OF COUNTY ROAD 25 AND 55 FEET NORTH OF THE SOUTH SECTION LINE OF COUNTY RD 18 , CONTAINING 5.24 ACRES, MORE OR LESS, COUNTY OF WELD, STATE OF COLORADO.ALONG THE FRONTAGE OF THE CITY OF THORNTON PROPERTY, LUPTON MEADOWS LAND CO DIV NO 3 CASE NO. RES22-0005 THE EAST ½ OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 67W OF THE SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO.

WHEREAS, City of Fort Lupton, Colorado (the “City”) and the City of Thornton (“Thornton”), have this day filed with the City of Fort Lupton, Colorado (the “City”), its dedication of certain real estate, which Dedication is hereinabove set forth:

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

NOW THEREFORE BE IT RESOLVED that city council hereby accepts said dedication, and orders that the instrument of dedication be recorded in the recorder’s office of the county of weld, state of Colorado, and said described real estate is hereby declared open and dedicated pursuant to C.R.S. § 24-68-101, et seq.

THIS RIGHT OF WAY IS CREATED AND GRANTED THIS 21ST DAY OF JANUARY 2025.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 21st day of January 2025.

PUBLISHED in the Fort Lupton Press the 30th day of January 2025.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this __ day of __ 2025.

PUBLISHED BY TITLE ONLY the __ day of __ 2025.

EFFECTIVE (after publication) the ____ day of __ 2025.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

WARRANTY DEED

THIS DEED made this 17 day of December, 2024, between the City of Thornton, a Colorado home rule municipality, Grantor, the address for which is 9500 Civic Center Drive, Thornton, Colorado 80229, and City of Fort Lupton, a Colorado statutory city, Grantee, the address for which is 130 South McKinley Avenue, Fort Lupton, Colorado 80621.

WITNESSTH, that the Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee and Grantee's successors, heirs, and assigns forever, all the real property, together with improvements, if any, situate, lying and being in Weld County as described in **Exhibit A**, attached hereto.

TOGETHER with all and singular hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainders, rents, issues, and profits thereof; and all estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee and Grantee's heirs, successors and assigns forever. Grantor, for itself, and its successors and assigns, covenant, grant, bargain and agree that Grantor at the time of delivery of these presents have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for the following documents of record:

Easement recorded May 28, 1991 at Reception No. 2251284
 Easement recorded June 25, 1992 at Reception No. 2293194
 Easement recorded May 14, 2008 at Reception No. 3553927
 Easement recorded January 17, 2014 at Reception No. 3990558
 all in the records of the Clerk and Recorder for Weld County, Colorado

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee and Grantee's heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

GRANTOR

CITY OF THORNTON

By: _____

Tansy D. Hayward, City Manager

ATTEST:

Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Tami Yellico

65AB0596B4C24C8...

Tami Yellico, City Attorney

STATE OF COLORADO)

) ss.

County of Adams)

The foregoing instrument was acknowledged before me this 20th day of December, 2024, by Tansy D. Hayward, City Manager of the City of Thornton, a Colorado home rule municipality.

Witness my hand and official seal.

My commission expires:

January 18, 2026

Notary Public

JOANNA CHAVEZ
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20184003175
MY COMMISSION EXPIRES JAN 18, 2026

'EXHIBIT A'

A PARCEL OF LAND BEING A PORTION OF LOT 1, 2, AND 3, CITY OF THORNTON RESUBDIVISION OF LUPTON MEADOWS LAND CO. DIVISION NO. 3 - CASE NO. RES22-0005, LOCATED IN THE EAST 1/2 OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24 TO BEAR SOUTH 89° 45'11" WEST, BEING MONUMENTED ON THE EAST AND WEST END BY A 3/4" REBAR WITH 2" ALUMINUM CAP, PLS 25937 IN MONUMENT BOX, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 24, ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 1, AS SHOWN ON THE PLAT RECORDED AUGUST 9, 2024 AS RECEPTION NO. 4975993 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO; THENCE SOUTH 89°45'11" WEST, COINCIDENT WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24 AND THE SOUTH LINE OF SAID LOT 1 AND LOT 3, A DISTANCE OF 1668.36 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 01°32'48" WEST, COINCIDENT WITH THE WEST LINE OF SAID LOT 3, A DISTANCE OF 55.01 FEET; THENCE NORTH 89°45'11" EAST, PARALLEL WITH AND 55.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1627.66 FEET; THENCE NORTH 00°20'07" EAST, PARALLEL WITH AND 42.50 FEET WEST OF THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1251.07 FEET; THENCE NORTH 00°20'42" EAST, PARALLEL WITH AND 42.50 FEET WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1305.76 FEET; THENCE NORTH 00°20'25" EAST, PARALLEL WITH AND 42.50 FEET WEST OF THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 652.66 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 89°52'39" EAST, COINCIDENT WITH SAID NORTH LINE, A DISTANCE OF 42.50 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 AND THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE SOUTH 00°20'25" WEST, COINCIDENT WITH THE EAST LINE OF SAID LOTS 1 AND 2, AND THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 652.83 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE SOUTH 00°20'42" WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1, AND THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1305.76 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE SOUTH 00°20'07" WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1, AND THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1305.64 FEET TO THE TRUE POINT OF BEGINNING

SAID PARCEL CONTAINS 228,213 SQUARE FEET OR 5.24 ACRES, MORE OR LESS

PREPARED BY: CURTIS D. HOOS, PLS 37971
FOR AND ON BEHALF OF:
AMERICAN WEST LAND SURVEYING CO.
BRIGHTON, CO 80601

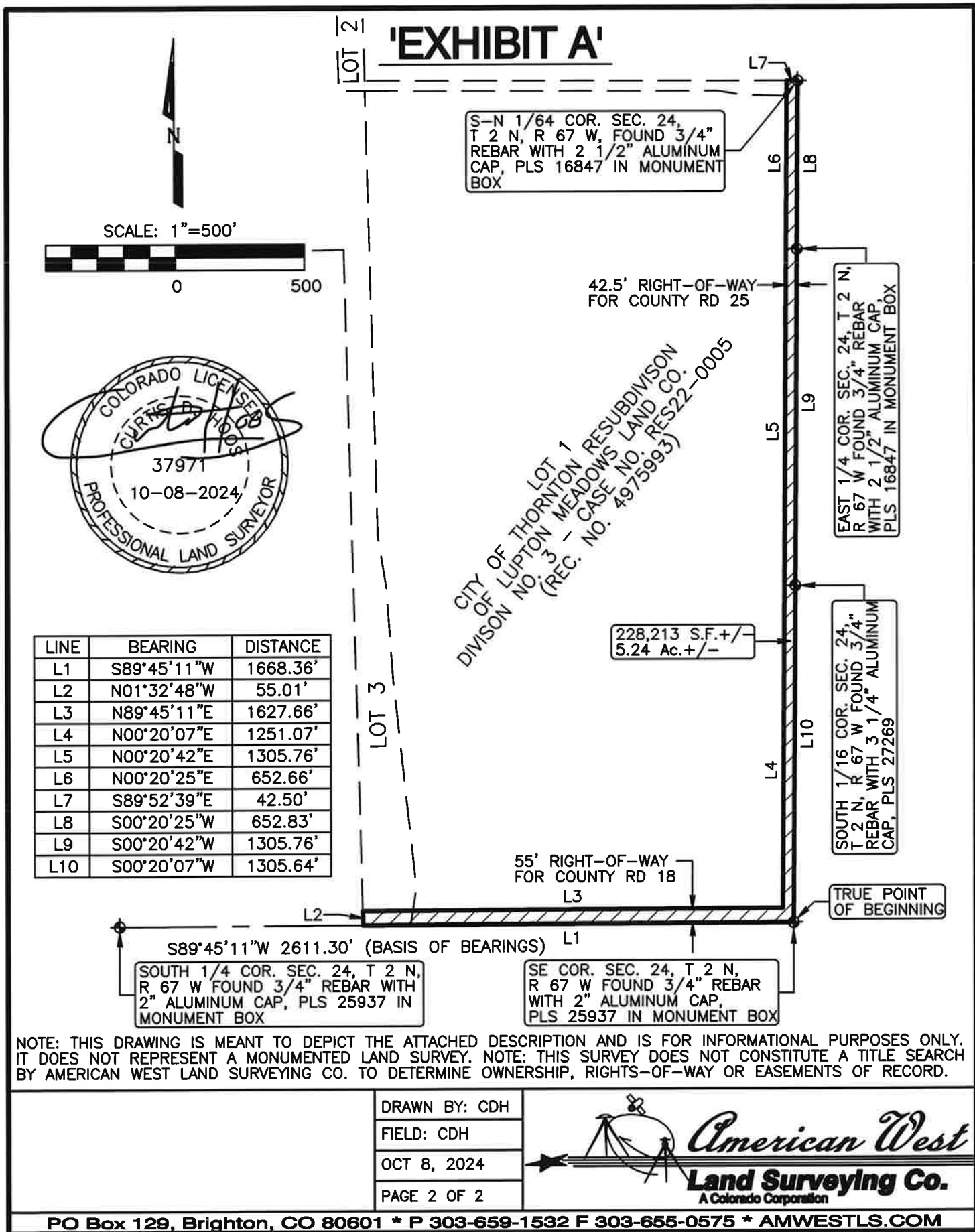


NOTE: THIS DRAWING IS MEANT TO DEPICT THE ATTACHED DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. NOTE: THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AMERICAN WEST LAND SURVEYING CO. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

DRAWN BY: CDH
FIELD: CDH
OCT 8, 2024
PAGE 1 OF 2



PO Box 129, Brighton, CO 80601 * P 303-659-1532 F 303-655-0575 * AMWESTLS.COM





SUBJECT FOR DISCUSSION

Approve a Resolution Approving the Service Plan for Coyote Creek Metropolitan District and Approve the Intergovernmental Agreement with District

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Lupton Land, LLC, the applicants for the Coyote Creek Metropolitan District (the “District”), have submitted a Service Plan (the “Service Plan”) pursuant to the City’s Special District Policy contained in Chapter 19 of the Code. The Service Plan meets the criteria of and complies with the requirements set forth in the City’s Special District Policy.

The purpose of approving the service plan is to authorize the District to provide for planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements required for development of the Coyote Creek Filing Nos. 5 and 6 PUD. Please refer to the Service Plan Exhibit D for more details on the public improvements that may be funded by the District.

Future development will be required to complete additional filings, improvements agreements, and/or site plans prior to construction. Each phase of development will still require public hearings and final review and approval by City Council.

The City’s Special District Policy and Title 32 require a public hearing before City Council and published and actual notice of the hearing. The proponents for the District published notice of the hearing in the Denver Post on December 27th, 2024, and the Fort Lupton News Press on January 2nd, 2025, and mailed notice as required by the City’s Special District Policy and Title 32.

Legal counsel for the District will be present at the hearing to answer questions on the Service Plan and to request approval of the Service Plan and IGA.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

The Service Plan and the Intergovernmental Agreement each comply with the City’s Special District Policy set forth in Chapter 19. The City Council has the ability to approve, disapprove or conditionally approve the request.

ALTERNATIVES/OPTIONS

- 1.) Adopt Resolution 2025RXXX.
- 2.) Do not adopt Resolution 2025RXXX.
- 3.) Adopt Resolution 2025RXXX with additional conditions.
- 4.) Continue Resolution 2025RXXX to the next Council meeting.

STAFF RECOMMENDATIONS

Staff recommends approval of the Service Plan and the Intergovernmental Agreement as presented through adoption of the proposed Resolution.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Attachments:

- a. Executive Summary of Proposed Service Plan
- b. Service Plan for Coyote Creek Metropolitan District
- c. Intergovernmental Agreement with Coyote Creek Metropolitan District
- d. Affidavit of Publication for Public Hearing and Certificate of Mailing of Notice of Public Hearing
- e. Resolution 2025Rxxx Approving Service Plan and Intergovernmental Agreement

**Executive Summary of Proposed Service Plan
Coyote Creek Metropolitan District**

Applicant:	Lupton Land, LLC – Michael Blumenthal
General Location:	West of College Avenue, South of 9 th Street and north of Colorado State Highway 52
Type of Development:	Residential
Number of Districts:	Single
Total Acreage:	13.6090 acres
Submittal Date:	October 31, 2024
Hearing Date:	
Publication of Hearing:	
Mailing of Notices:	

The following is an executive summary of the key terms of the proposed Service Plan and is not intended to be an all-inclusive analysis of City Code requirements or proposed terms.

CITY CODE REQUIREMENT	CODE CITATION	MODEL SERVICE PLAN PROVISION	PROPOSED SERVICE PLAN
REQUIRED INFORMATION			
A description of the facilities proposed to be provided by the district	Chapter 19-5(c)(1)b	Section V; Exhibit E (Capital Improvements Plan)	X
Financial Plan	Chapter 19-5(c)(1)c	Section VI; Exhibit G (Financial Plan)	X
Debt Limit: amount projected and authorized in the financing plan, plus 20%.	Chapter 19-5(c)(1)c.1	Total Debt Issuance Limit definition; Section V.A.8; Section VI; Exhibit G (Financial Plan)	\$6,474,000
Mill Levy Limitations	Chapter 19-5(c)(1)c.4	Section VI.C & I	X
“Maximum Debt Mill Levy”: 55.000 mills, as adjusted. Based on January 1, 2022.	Chapter 19-5(c)(1)c.4A	Section VI.C	55.000
“Maximum Operation and Maintenance Mill Levy”: 55.000 mills until district issues Debt, then, when combined with the debt service mill levy, shall not exceed 70 mills.	Chapter 19-5(c)(1)c.4B	Section VI.I	70.000 aggregate
A map of the district’s boundaries and a map of any inclusion area boundaries	Chapter 19-5(c)(1)d	Article III; Exhibits A, B and C; Section V.A.5	X
Capital Improvements Plan and Engineer Estimates	Chapter 19-5(c)(1)e	Section V.B; Exhibit E	\$6,447,264
Operation and Maintenance Responsibilities	Chapter 19-5(c)(1)b	Section V.A.2	X
Property Owner Consent	Chapter 19-5(c)(1)f	Exhibit D	X
Annual Report	Chapter 19-5(c)(1)k	Section VII.B.	X
Mill Levy Comparison Chart	Chapter 19-5(c)(1)n	Section VI.I; Exhibit F	X
Disclosure Notice to Property Owners	Chapter 19-5(c)(1)o	Article IX	X
IGA with City	Chapter 19-5(c)(1)q	Article X; Exhibit H	X
Maintenance IGA with City	Chapter 19-5(c)(1)r	Article X; Exhibit I	X

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF FORT LUPTON, COLORADO
AND
COYOTE CREEK METROPOLITAN DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this ____ day of _____, 2025 (this “**Agreement**”) by and between the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado (“**City**”), and COYOTE CREEK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on January 21st, 2025 (the “**Service Plan**”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the City Code; and

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

A. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform homeowners’ association functions for the property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

B. Maintenance of City-owned Streets, Parks, and Open Space. The District shall provide snow-removal services within the District Boundaries on City-owned streets that are not arterial or collector roads, as more particularly set forth in the Maintenance IGA defined by and

required by the Service Plan. In addition, the District shall operate and maintain City-owned parks and open spaces within the District Boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, as more particularly set forth in the Maintenance IGA. The District shall approve and execute the Maintenance IGA immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the Maintenance IGA shall constitute a material modification of the Service Plan.

C. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

D. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

To the extent any portion of the Debt is to be issued through a private placement to which Section 32-1101(7)(a), C.R.S., would apply (the "**Interest Rate Restricted Debt Portion**"), the requirements of such Section shall apply to determine the interest rate on the Interest Rate Restricted Debt Portion of the Debt. Such Debt shall expire and be forgiven by no later than 20 years after the initial date of issuance of the Debt, unless otherwise provided pursuant to an intergovernmental agreement with the City. The interest rate on such Debt shall not exceed the amounts set forth in Sections 32-1101(7)(a) and (b), C.R.S., and interest on such Debt shall bear interest at a simple rate and shall not compound.

E. Inclusion Limitation. The District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the City.

F. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill

levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

G. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

H. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

I. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

J. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

K. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

L. Bankruptcy Limitation. All of the limitations contained in the Service Plan have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

1. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

2. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

M. Maximum Debt Mill Levy.

1. The “Maximum Debt Mill Levy” of the District, which shall be subject to the Mill Levy Adjustment (as defined in the Service Plan), shall be the maximum mill levy the District is

permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 55.000 mills for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District's assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District's Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.

2. The "Maximum Operation and Maintenance Mill Levy" of the District, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 55.000 mills until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the Debt service mill levy imposed for Debt, shall not exceed 70.000 mills, which combined mill levy limit shall be subject to a Mill Levy Adjustment ("Maximum Aggregate Mill Levy"). The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

3. For purposes of the foregoing, once Debt has been determined to be within VI.C.1, above, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. "Minimum Criteria" shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District's electorate; (4) do not allow for the acceleration of Debt as a remedy against the District; and (5) issued in compliance with the applicable requirements of Section 321-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under this Agreement.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse

Developer advances, if any, with interest. The interest rate on such Debt shall not exceed the amounts set forth in Sections 32-1101(7)(a) and (b), C.R.S., and interest on such Debt shall bear interest at a simple rate and shall not compound. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when bonds are issued by the District or shall be subordinate to any District debt, and only the Developer will hold the instruments evidencing such advances or financing. Such Debt shall expire and be forgiven by no later than 20 years after the initial date of issuance of the Debt, unless otherwise provided pursuant to an intergovernmental agreement with the City.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

N. Dissolution. The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.*, C.R.S., if the City files an application with the District no sooner than ten (10) years after the date of organization of the District for dissolution pursuant to Section 321-701 (3), C.R.S., provided that the District has no outstanding debt or outstanding operation and maintenance responsibilities at the time of the request.

O. Meeting Agenda/Annual Report. The District shall deliver a copy of the agenda for every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting; however, in the event Section 19-5(c)(1)j of the Municipal Code is amended to change the timeframe for this advanced notice requirement, this Agreement and the Service Plan shall be automatically updated to a corresponding timeframe without further action of the City Council. The District shall be responsible for submitting an annual report to the City no later than October 1st of each year following the year in which the Order and Decree creating the District has been recorded.

P. Material Modification and City Fees.

1. Material Modification. Actions of the District which violate the limitations set forth in Sections A-N above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance

with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

2. City Fees. The Parties acknowledge and agree that the City incurs fees and costs for the review and administration of District compliance materials and for special requests made by the District on a periodic basis. All review fees and costs incurred by the City on an annual basis will be billed to the District for payment, which payment shall be made to the City in full within thirty (30) days of the dated invoice.

Q. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	Coyote Creek Metropolitan District c/o McGeady Becher Cortese Williams P.C. 450 E. 17 th Avenue, Suite 400 Denver, CO 80203 Attn: Paula Williams Phone: (303) 592-4380 Email: legalnotices@specialdistrictlaw.com
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To the City:	City of Fort Lupton 130 South McKinley Fort Lupton, CO 80621 Attn: Chris Cross Phone: (720) 466-6103 Fax: (303) 857-0351 Email: CCross@Fortluptonco.gov
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With a Copy to:

White Bear Ankele Tanaka & Waldron, P.C.
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Robert Rogers, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801
Email: rrogers@wbapc.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

R. Amendment. This Agreement may be amended or terminated in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

S. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

T. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

U. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

V. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

W. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

X. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, teams, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

Y. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

Z. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

AA. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

COYOTE CREEK METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

CITY OF FORT LUPTON, COLORADO

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM:

SERVICE PLAN
FOR
COYOTE CREEK METROPOLITAN DISTRICT
CITY OF FORT LUPTON, COLORADO

Approved _____, 202_

Submitted by:
McGeady Becher Cortese Williams P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
303-592-4380

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LIST OF EXHIBITS

EXHIBIT A-1	Initial District Boundaries Legal Description
EXHIBIT B	Initial District Boundaries Map
EXHIBIT C	Vicinity Map
EXHIBIT D	Property Owner(s) Consent(s)
EXHIBIT E	Capital Improvements Plan
EXHIBIT F	Mill Levy Comparison Report
EXHIBIT G	Financial Plan
EXHIBIT H	Form - Intergovernmental Agreement
EXHIBIT I	Form - Maintenance Intergovernmental Agreement
EXHIBIT J	City Council Resolution of Approval of Service Plan

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the City of Fort Lupton, Colorado (the “City”), and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of this Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction and installation of these Public Improvements and provide ongoing operation and maintenance services as more specifically set forth in this Service Plan.

Upon approval of this Service Plan and formation of the District, the District will conduct its operations and undertake all activities and actions in accordance with the terms and limitations set forth herein. The approval of this Service Plan does not obligate the City to approve any zoning, subdivision, planning, building permit, or other land use matter for the owners of any real property located within the District which may be served by the Public Improvements. The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth herein.

B. Need for the District.

It is intended that the District will provide the Public Improvements necessary to serve the Project. There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and limited operations and maintenance of the Public Improvements needed for the Project. The District may provide ongoing services which may include Covenant Enforcement and Design Review Services and ownership and maintenance of parks, open space, trails, structures and common areas. The District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District’s Service Plan.

The City’s objective in approving this Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the District and other legally available revenues of the District. All Debt is expected to be repaid by taxes imposed and collected at a mill levy no higher than the Maximum Debt Mill Levy and/or Fees. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

Use of revenue derived from imposition of an operations mill levy will allow the District to provide ongoing services to the Project and fund District administrative and management costs in an efficient manner while possibly eliminating the need to form an owners’ association and

impose dues and incur collection expenses. The District may impose Fees for Covenant Enforcement and Design Review services.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and, if applicable, regional needs. Operational activities are allowed as more specifically set forth in this Service Plan.

If the District does not retain obligations for ownership, operation, maintenance, repair and/or replacement of certain Public Improvements, the District's Board shall take steps to dissolve the District upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues, which shall not exceed the Maximum Debt Mill Levy, and from other legally available revenues of the District. It is the intent of this Service Plan to assure, to the extent possible, that no property should bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy, even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not obligations or costs to be paid by the District.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means the process established by the City for identifying, among other things, Public Improvements necessary for facilitating development of property within the Project, as determined and approved by the City through a preliminary plat and/or an approved PUD and/or site plan.

Board: means the board of directors of the District.

Capital Improvements Plan: means the illustrative list of Public Improvements and estimated capital costs of such Public Improvements attached hereto as **Exhibit E**.

City: means the City of Fort Lupton, Colorado.

City Council: means the City Council of the City.

City Council Resolution of Approval: means the resolution approving this Service Plan, a certified copy of which shall be attached hereto as **Exhibit J**.

Covenant Enforcement and Design Review Services: means those services authorized under Section 32-1-1004(8), C.R.S.

Debt or Bonds: means bonds, notes, debentures, certificates, contracts, capital leases or other multiple-fiscal year obligations for the payment of which the District has promised to impose an *ad valorem* mill levy, collect Fee revenue, and/or levy special assessments.

Developer: means Lupton Land, LLC, a Colorado limited liability company, and any successors or assigns acting on behalf of the then-current property owner(s).

District: means the Coyote Creek Metropolitan District.

District Boundaries: means the boundaries of the area legally described and depicted in **Exhibits A-1 and A-2**, collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within a district who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. A person or entity that constructs homes or commercial structures with the intention of selling to others is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance with respect to such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; (iii) is not an officer or employee of the District; and (iv) has not been otherwise engaged to provide services to the District in connection with the transaction related to the applicable Debt.

Fees: means any fee, rate, toll, penalty or charge imposed and/or received by the District for services, programs or facilities provided by the District, including privately imposed public improvement fees.

Financial Plan: means the Financial Plan described in Section VI, and attached hereto as **Exhibit G**, which describes generally for illustrative purposes only (i) how the Public Improvements are expected to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year. The Financial Plan is based upon current estimates and will change based on actual development of the Project.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundaries legal description attached hereto as **Exhibit A**, and as depicted on the Initial District Boundaries map attached hereto as **Exhibit B**.

Maintenance IGA: means the intergovernmental agreement outlining the District's responsibilities for snow removal on City-owned streets and operations and maintenance of City-owned parks and open spaces, to be entered into between the District and the City, substantially in the form attached hereto as **Exhibit I**.

Maximum Aggregate Mill Levy: means the maximum aggregate mill levy the District is permitted to impose, including the Maximum Debt Mill Levy and any mill levy imposed to pay or offset such District's operating costs, subject to the Mill Levy Adjustment.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as defined in Section VI, below.

Maximum Operations and Maintenance Mill Levy: means the maximum mill levy the District is permitted to impose for payment of administrative, operations and maintenance purposes as defined in Section VI.C.2, below.

Mill Levy Adjustment: means if, on or after January 1, 2022, changes are made in the method of calculating assessed valuation or any constitutionally or statutorily mandated tax credit, cut or abatement, then the Maximum Debt Mill Levy, the Maximum Operations and Maintenance Mill Levy, and the Maximum Aggregate Mill Levy may be increased or decreased to reflect such changes so that, to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after the date of approval of the service plan by the City, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in residential rate as defined in Section 39-1-104.2, C.R.S., and any constitutional or legislative changes in the actual value against which the assessment rate is applied, shall be deemed to be a change in the method of calculating assessed valuation.

Municipal Code: means the Fort Lupton Municipal Code, 1993, as the same has been and may be modified, supplemented or amended from time to time.

Project: means the residential development or property commonly referred to as Coyote Creek Filing No. 6.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V, below, to serve the future taxpayers and inhabitants of the District as determined by the Board.

Service Plan: means this Service Plan for the District, as approved by the City Council.

Service Plan Amendment: means an amendment to this Service Plan approved by the City Council in accordance with applicable law.

Service Plan IGA: means the Intergovernmental Agreement to be entered into between the District, upon formation, and the City substantially in the form attached hereto as **Exhibit H**.

Special District Act: means Title 32, Article 1, C.R.S., as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property subject to *ad valorem* taxes imposed by the District.

Total Debt Issuance Limit: means the maximum amount of general obligation Debt the District may issue, which amount shall be \$6,474,000.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 13.6090 acres. A legal description and map of the Initial District Boundaries is attached hereto as **Exhibit A** and **Exhibit B**, respectively. A vicinity map for the District is attached hereto as **Exhibit C**. Consents of the owners for the inclusion of all properties within the Initial District Boundaries and the Inclusion Area Boundaries are attached hereto as **Exhibit D**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Sections 32-1-401, *et seq.*, C.R.S., and Sections 32-1- 501, *et seq.*, C.R.S., subject to the limitations set forth in Section V.A.5, below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The current assessed valuation of the District is assumed to be \$0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is anticipated to be approximately 208 persons.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the commercial development identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan. Nothing herein shall be interpreted or construed as exempting the District or any owner of property within the District from the otherwise applicable provisions of the City's zoning, subdivision, building code and other land use requirements or the obligations of a developer or subdivider under the Municipal Code related to completion of subdivision improvements, except to the extent that the District has assumed the obligation to provide for the completion of Public Improvements as authorized herein under an Approved Development Plan entered into by the District.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide for the acquisition, design, finance, construction, installation, repair and replacement of Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the State Constitution, subject to the limitations set forth herein. The Capital Improvements Plan attached as **Exhibit E** is a list of the types of Public Improvements the District may provide with estimated costs in current dollars for illustration purposes only. The exact design, phasing of construction and location of the Public Improvements will be determined at the time of and pursuant to City approval of Approved Development Plans and such decisions shall not be considered material modifications of this Service Plan. The District shall be authorized to

finance and construct such Public Improvements without the necessity to seek an amendment of this Service Plan.

1. General Powers.

a. Streets. Streets, curbs, gutters, culverts, other drainage facilities, sidewalks, bridges, parking facilities, paving, lighting, grading, utility relocation necessitated by public rights-of-way, monumentation, signage, snow removal, streetscapes and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements and extensions of and improvements to such facilities.

b. Traffic and Safety Controls. Traffic and safety protection facilities and services provided through traffic and safety controls and devices on streets, highways and at railroad crossings, including traffic signals and signage, striping, area identification signs, directional assistance, driver information signs, lighting, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities.

c. Water. Water supply system improvements, including water rights, storage facilities, transmission and distribution lines for domestic use, fire hydrants, meters, facilities, equipment, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities. Notwithstanding the foregoing, the District shall not acquire, own, manage, adjudicate or otherwise develop water rights, except as necessary to transfer said water rights to the City, unless otherwise approved by the City.

d. Storm and Sanitary Sewer. Storm and sanitary sewer collection and transmission improvements, including storage facilities, collection mains and laterals, transmission lines, storm sewer, flood and surface drainage facilities and systems, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements and extensions of and improvements to such facilities.

e. Parks and Recreation. Public park, open space, and recreation facilities or services, including parks, bike paths, pedestrian ways, signage, monumentation, playground areas, public area landscaping and weed control, streetscaping, perimeter fencing, outdoor lighting of all types, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities.

2. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform owners' association functions for the property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, structures, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

3. Construction Standards Limitation. The District will ensure that the Public Improvements it finances, designs, installs and constructs are in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

4. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan. We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

To the extent any portion of the Debt is to be issued through a private placement to which Section 32-1101(7)(a), C.R.S., would apply (the "**Interest Rate Restricted Debt Portion**"), the requirements of such Section shall apply to determine the interest rate on the Interest Rate Restricted Debt Portion of the Debt. Such Debt shall expire and be forgiven by no later than 20 years after the initial date of issuance of the Debt, unless otherwise provided pursuant to an intergovernmental agreement with the City. The interest rate on such Debt shall not exceed the amounts set forth in Section 32-1101(7)(a), C.R.S., and interest on such Debt shall bear interest at a simple rate and shall not compound.

5. Inclusion Limitation. The District shall not include within its boundaries any property outside the District Boundaries without the prior written consent of the City.

6. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

7. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the debt service fund; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

8. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

9. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

10. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

11. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another district organized under the Special District Act without the prior written consent of the City.

12. Bankruptcy Limitation. All of the limitations contained in this Service Plan have been established under the authority of the City to approve a service plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

b. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (1 U.S.C.) Section 903, and are also included in “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

13. Material Modification. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth herein or in Chapter 19 of the Municipal Code shall be deemed to be material modifications to this Service Plan requiring amendment of this Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

14. Subdistrict Limitation. The District shall not be permitted to create a subdistrict pursuant to Section 32-1-1101(1)(f), C.R.S. or Section 32-1-1101(1.5), C.R.S., without the prior consent of the City. Notwithstanding the foregoing, to the extent that the District is composed of or subsequently organized into one or more subdistricts, the term “District” as used

herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

A. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and certain operation and maintenance of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. A preliminary estimate of costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained and/or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District and is approximately \$6,447,264, as shown in **Exhibit E**. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

In the event, and to the extent, that any Public Improvements financed, constructed, acquired and/or installed by the District are oversized to serve or otherwise accommodate or benefit property outside the District's Boundaries, the District shall be entitled to receive reimbursement from the owners of property benefitted by such Public Improvements for their pro-rata share of Public Improvement costs. It is anticipated that any such reimbursement rights will be determined and set forth in Cost Recovery Agreements and/or Subdivision Improvement Agreements or other agreements between the City and the District upon initial acceptance of the Public Improvement and prior to final platting or site plan review of the benefitted property, as applicable.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the financing, planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District is reasonably expected to pay from revenues derived from a Debt mill levy up to the Maximum Debt Mill Levy, Fees, and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed the Total Debt Issuance Limit and shall be permitted to be issued on a schedule and in such year or years as the Board determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs; provided, however, that refundings shall not count against the Total Debt Issuance Limit. All Bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including without limitation *ad valorem* taxes to be imposed upon all Taxable Property of the District and Fees. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time, and to receive revenue from privately imposed public improvement fees, if applicable. Unless the End Users cast the majority of affirmative votes taken by the District's Board at a meeting authorizing such refunding, any refunding Debt shall not extend the

maturity of the Bonds being refunded or increase the total debt service thereon without the prior written approval of the City.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt shall not exceed 18%. The proposed maximum underwriting discount will be 5%. Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 55.000 mills (subject to Mill Levy Adjustment) for so long as the total amount of aggregate Debt of the District exceeds 50% of the District's assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than 50% of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if the majority of the Board is comprised of End Users and the majority of votes taken by the Board at a duly called meeting affirmatively authorize the imposition of a Debt mill levy that is higher than the Maximum Debt Mill Levy, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.

All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. "Minimum Criteria" shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District's electorate; (4) not subject to acceleration of the Debt as a remedy against the District and (5) issued in compliance with the applicable requirements of Section 32-1-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under the Service Plan IGA.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer

advances shall either be paid when Bonds are issued by the District or shall be subordinate to any District Debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code.

D. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations with respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations with respect to the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in this Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

G. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

H. District's Operating Costs.

The estimated cost of planning, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$100,000, which may be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be \$50,000, which is anticipated to be paid from property taxes and other District revenues.

I. Maximum Operation and Maintenance Mill Levy.

The "Maximum Operation and Maintenance Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 55.000 mills (subject to Mill Levy Adjustment) until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the debt service mill levy imposed for Debt, shall not exceed 70.000 mills (subject to Mill Levy Adjustment) ("Maximum Aggregate Mill Levy"). The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users comprise the majority of the Board and the majority of votes taken by the Board at a duly called meeting affirmatively authorize the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

A comparison report showing the proposed maximum mill levies of the District and the mill levies of similar taxing entities in the City and within a three-mile (3) radius of the District, as well as the total overlapping mill levy for the District and the comparison special districts is shown in **Exhibit F**, attached hereto.

VII. REPORTING REQUIREMENTS

A. Meeting Agendas.

The District shall deliver a copy of the agenda of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting.

B. Annual Report.

The District shall be responsible for submitting an annual report to the City no later than October 1st of each year following the year in which the Order and Decree creating the District has been recorded. The annual report shall comply with the requirements of § 32-1-207(3)(c), C.R.S.

VIII. DISSOLUTION

The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.*, C.R.S., if the City files an application for dissolution with the District no sooner than 10 years after the date of organization of the District pursuant to Section 32-1-701 (3), C.R.S., provided that the District has no outstanding Debt or outstanding operation and maintenance responsibilities at the time of the request.

IX. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, Maximum Operations and Maintenance Mill Levy, as well as a general description of the District's authority to impose and collect Fees, rates, tolls and charges. Recordation of a disclosure notice on all property within the District's boundaries setting forth the information contained in this Article IX shall be deemed sufficient for purposes of meeting the notice requirements set forth herein.

X. INTERGOVERNMENTAL AGREEMENT

The form of the Service Plan IGA relating to the limitations imposed on the District's activities is attached hereto as **Exhibit H**. The District shall approve the Service Plan IGA in the form attached hereto as **Exhibit H** at its first Board meeting after the approval of this Service Plan. Failure of the District to execute the Service Plan IGA as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the Service Plan IGA in the form attached hereto as **Exhibit H** at the public hearing approving the Service Plan.

The form of the Maintenance IGA relating to the District's obligation to provide snow removal services and parks and open space operation and maintenance services is attached hereto as **Exhibit I**. The District shall be obligated to provide snow removal services within the District Boundaries on City-owned streets that are not arterial or collector roads, as more particularly set forth in the Maintenance IGA. In addition, the District shall operate and maintain City-owned parks and open spaces within the District Boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance,

and removal of litter, as more particularly set forth in the Maintenance IGA. The District shall approve and execute the Maintenance IGA immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the Maintenance IGA shall constitute a material modification of this Service Plan.

XI. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., have established that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. Adequate service is not, and will not be, available to the area through the City or County or other existing municipal or quasi-municipal corporations, including existing special district, within a reasonable time and on a comparable basis;
6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;
7. The proposal is in substantial compliance with a comprehensive plan adopted by the City;
8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area; and
9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Description of Initial District Boundaries

Coyote Creek Filing No. 6

DESCRIPTION:

A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE CENTER 1/4 CORNER BY A 3-1/4" ALUMINUM CAP WITH ILLEGIBLE STAMPING IN A RANGE BOX, AND AT THE WEST QUARTER CORNER BY AN ALUMINUM CAP STAMPED "LS 13155" BEARING S89°17'03" A DISTANCE OF 2647.93 FEET AS REFERENCED TO COLORADO STATE PLANE NORTH ZONE. NAD(83).

COMMENCING AT CENTER 1/4 CORNER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 2,184.88 FEET;

THENCE DEPARTING SAID EAST LINE, S89°47'35"W A DISTANCE OF 257.27 FEET, TO THE SOUTHEASTERLY CORNER OF PARCEL M-3 DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2818583 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, AND THE POINT OF BEGINNING;

THENCE S10°27'03"W A DISTANCE OF 303.33 FEET;

THENCE S32°53'43"W A DISTANCE OF 158.20 FEET;

THENCE S86°51'57"W A DISTANCE OF 461.97 FEET;

THENCE S79°25'00"W A DISTANCE OF 194.52 FEET;

THENCE S64°21'53"W A DISTANCE OF 249.37 FEET;

THENCE N31°01'45"W A DISTANCE OF 143.23 FEET, TO A POINT OF NON-TANGENT CURVE, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF PARCEL M-4 DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2818583;

THENCE ON THE SOUTHERLY LINE OF SAID PARCEL M-4, ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S50°13'11"E, HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 07°37'51" AND AN ARC LENGTH OF 63.26 FEET, TO THE SOUTHEASTERLY CORNER OF SAID PARCEL M-4, A POINT OF NON-TANGENT;

THENCE ON THE EASTERLY LINE OF SAID PARCEL M-4 AND IT'S EXTENSION, N29°53'23"W A DISTANCE OF 489.00 FEET:

THENCE N38°09'02"E A DISTANCE OF 59.62 FEET;

S89°30'35"E A DISTANCE OF 357.71 FEET;

N87°38'10"E A DISTANCE OF 852.21 FEET, TO THE NORTHWESTERLY CORNER OF SAID PARCEL M-3;

THENCE ON THE WESTERLY LINE OF SAID PARCEL M-3, S32°52'01"E A DISTANCE OF 85.05 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 592,809 SQUARE FEET OR 13.6090 ACRES.

EXHIBIT B

Map of Initial District Boundaries

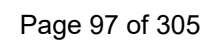


EXHIBIT C

Vicinity Map



EXHIBIT D

Consent(s) of Property Owner(s)

City of Fort Lupton City Council
130 South McKinley Avenue
Fort Lupton, Colorado 80621

Re: Proposed Coyote Creek Metropolitan District (the "District")

To Whom it May Concern:

Michael Blumenthal, is the fee owner of one hundred percent of the property described in Exhibit A attached to the proposed Service Plan for the District (the "Property"). The Property constitutes the territory within the Initial boundaries of the proposed District as contemplated by the Service Plan for the District. The purpose of this letter is to advise the City Council of the City of Fort Lupton that Lupton Land, LLC consents to the organization of the District and the inclusion of the Property into the boundaries of the District.

By: Michael Blumenthal
Michael Blumenthal

EXHIBIT E
Capital Improvements Plan

Land Development Budget Summary

Coyote Creek PA6
7/17/24



Division:	Colorado
Community:	Coyote Creek PA6
Property Acres:	11.0
Lot Count:	83
Typical Lot Dimensions:	41 (40'x100'), 42 (50'x105')
Front Feet per Typical Lot:	45

Cost Group	Total Lots		Total Lots		Total Front Ft	Total Acres
	83	\$	83	\$	3,740	11.0
	PA6	Total	\$ Per Lot	\$ Per Front Ft	\$ Per Acre	
Due Diligence	\$ 40,860	\$ 40,860	\$ 492	\$ 11	\$ 3,715	
Entitlements	\$ 144,711	\$ 144,711	\$ 1,744	\$ 39	\$ 13,156	
Impact Fees	\$ 150,000	\$ 150,000	\$ 1,807	\$ 40	\$ 13,636	
Project Fees	\$ -	\$ -	\$ -	\$ -	\$ -	
Soft Costs	\$ 414,631	\$ 414,631	\$ 4,996	\$ 111	\$ 37,694	
Abatement & Demo	\$ -	\$ -	\$ -	\$ -	\$ -	
Site Earthwork	\$ 910,775	\$ 910,775	\$ 10,973	\$ 244	\$ 82,798	
Erosion Control	\$ 284,000	\$ 284,000	\$ 3,422	\$ 76	\$ 25,818	
Sanitary Sewer	\$ 620,066	\$ 620,066	\$ 7,471	\$ 166	\$ 56,370	
Water Line	\$ 1,074,140	\$ 1,074,140	\$ 12,941	\$ 287	\$ 97,649	
Storm Sewer	\$ 790,197	\$ 790,197	\$ 9,520	\$ 211	\$ 71,836	
Street Improvements	\$ 1,272,503	\$ 1,272,503	\$ 15,331	\$ 340	\$ 115,682	
Dry Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	
Landscape & Amenities	\$ 428,428	\$ 428,428	\$ 5,162	\$ 115	\$ 38,948	
Contingency	\$ 538,011	\$ 538,011	\$ 6,482	\$ 144	\$ 48,910	
Surety Costs	\$ 105,991	\$ 105,991	\$ 1,277	\$ 28	\$ 9,636	
Vertical Land Costs	\$ -	\$ -	\$ -	\$ -	\$ -	
Reimbursements	\$ (317,050)	\$ (317,050)	\$ (3,820)	\$ (85)	\$ (28,823)	
GRAND TOTAL	\$ 6,457,264	\$ 6,457,264	\$ 77,798	\$ 1,727	\$ 587,024	

Cost Type	PA6	Total	\$ Per Lot	\$ Per Front Ft	\$ Per Acre
Due Diligence	\$ 40,860	\$ 40,860	\$ 492	\$ 11	\$ 3,715
Soft Costs (incl. Surety)	\$ 815,333	\$ 815,333	\$ 9,823	\$ 218	\$ 74,121
Hard Costs	\$ 5,380,109	\$ 5,380,109	\$ 64,821	\$ 1,439	\$ 489,101
Hard Costs Contingency	\$ 538,011	\$ 538,011	\$ 6,482	\$ 144	\$ 48,910
Vertical Land Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Reimbursements	\$ (317,050)	\$ (317,050)	\$ (3,820)	\$ (85)	\$ (28,823)
GRAND TOTAL	\$ 6,457,264	\$ 6,457,264	\$ 77,798	\$ 1,727	\$ 587,024

Check \$ 6,457,263.57

Pro Forma Mapping

Project Management	\$10,000	\$120
Due Diligence	\$30,860	\$372
Entitlements	\$144,711	\$1,744
Land Development	\$6,588,742	\$79,382
Reimbursements	-\$317,050	-\$3,820
Total Land Development	\$6,271,693	\$75,563
Total Site Improvements	\$6,447,264	\$77,678

Land Development Budget Detail
Coyote Creek PA6



83 Lots

Code	Cost Group	Description	Quantity	Unit	Unit Cost \$	Total \$
DUE DILIGENCE						
10450	Project Management		1	EA	\$ 10,000.00	\$ 10,000.00
20300	Civil Engineering	Developer's Research	1	EA	\$ 9,800.00	\$ 9,800.00
20400	Soil Engineering	Supplemental Geotech	1	EA	\$ 15,140.00	\$ 15,140.00
20500	Impact Studies		1	EA	\$ 3,400.00	\$ 3,400.00
20600	Surveying	Soils Staking	1	EA	\$ 1,050.00	\$ 1,050.00
20999	Contingency - Due Diligence	5%	1	EA	\$ 1,470.00	\$ 1,470.00
DUE DILIGENCE TOTAL:						\$ 40,860.00
ENTITLEMENTS						
30100	Landscape Architect	Graphics, Landscape, Construction Assistance	1	EA	\$ 3,175.00	\$ 3,175.00
30300	Civil Engineering	Lot Fit, EAGP, Dirt Balance, As-Builts	1	EA	\$ 61,005.00	\$ 61,005.00
30600	Surveying	As-Builts Survey	1	EA	\$ 9,960.00	\$ 9,960.00
30600	Surveying	Trace Air Survey	1	EA	\$ 21,960.00	\$ 21,960.00
32400	HOA Fees	HOA Fees (Century Right to Annex in Groups of 10)	1	LS	\$ 13,720.00	\$ 13,720.00
39999	Contingency - Entitlements	5%	1	EA	\$ 6,891.00	\$ 6,891.00
ENTITLEMENTS TOTAL:						\$ 144,711.00
IMPACT FEES						
42500	Landscaping	2" Deciduous Tree install w/ Staking And Tree Ring (Golf Course Trees As Shown - APA 77 Trees)	1	LS	\$ 150,000.00	\$ 150,000.00
IMPACT FEES TOTAL:						\$ 150,000.00
PROJECT FEES						
PROJECT FEES TOTAL:						\$ -
SOFT COSTS						
40075	Permit Fees - Development	Irrigation Tap Fee - 1" Non-Residential	1	LS	\$ 136,731.00	\$ 136,731.00
40150	Surveying	Construction Staking	83	EA	\$ 1,300.00	\$ 111,900.00
40100	Soil Engineering	Materials Testing and Pavement Design	83	EA	\$ 2,000.00	\$ 166,000.00
SOFT COSTS TOTAL:						\$ 414,631.00
ABATEMENT & DEMO						
ABATEMENT & DEMO TOTAL:						\$ -
SITE EARTHWORK						
40400	Grading	Mobilization - Grading	1	EA	\$ 64,100.00	\$ 64,100.00
40400	Grading	Clear & Grub	16	ACRE	\$ 954.00	\$ 15,264.00
40400	Grading	Strip Topsoil (Stockpile/Place)	6,435	CY	\$ 8.10	\$ 52,123.50
40400	Grading	Cu/Fill	7,499	CY	\$ 3.50	\$ 26,246.50
40400	Grading	Sub-Ex - Lot	150,295	CY	\$ 3.40	\$ 511,003.00
40400	Grading	Sub-Ex lo Pile	22,030	CY	\$ 3.30	\$ 72,699.00
40400	Grading	Finish Grading	16	ACRE	\$ 1,210.00	\$ 19,360.00
40400	Grading	Sub-Ex - Roads	19,335	CY	\$ 3.40	\$ 65,739.00
40400	Grading	Import (Budget)	7,020	CY	\$ 12.00	\$ 84,240.00
SITE EARTHWORK TOTAL:						\$ 910,775.00
EROSION CONTROL						
40600	Erosion Control	SWMP Plans	1	EA	\$ 1,500.00	\$ 1,500.00
40600	Erosion Control	GESC Permit State	1	EA	\$ 2,000.00	\$ 2,000.00
40600	Erosion Control	CMS Inspections	156	EA	\$ 1,000.00	\$ 156,000.00
40600	Erosion Control	Initial, Interim, and Final	83	LOT	\$ 1,500.00	\$ 124,500.00
EROSION CONTROL TOTAL:						\$ 284,000.00
SANITARY SEWER						
40900	Sanitary Sewer	Mobilization - Wet Utilities	1	EA	\$ 39,000.00	\$ 39,000.00
40900	Sanitary Sewer	SS-Tie to Existing MH	1	EA	\$ 3,570.00	\$ 3,570.00
40900	Sanitary Sewer	SS-08" PVC Main	3,332	LF	\$ 70.50	\$ 234,906.00
40900	Sanitary Sewer	SSMH-48" (Precast)	19	EA	\$ 6,280.00	\$ 119,320.00
40900	Sanitary Sewer	SS-04" Services	83	EA	\$ 2,690.00	\$ 223,270.00
SANITARY SEWER TOTAL:						\$ 620,066.00
WATER LINE						
41150	Water Lines	WL-Tie to Existing - Stub 08"	1	EA	\$ 1,300.00	\$ 1,300.00
41150	Water Lines	WL-Tie to Existing - Wet Tap	1	EA	\$ 12,400.00	\$ 12,400.00
41150	Water Lines	WL-Main 08"	3,400	LF	\$ 59.00	\$ 200,600.00
41150	Water Lines	WL-Gate Valve 08"	14	EA	\$ 2,800.00	\$ 39,200.00
41150	Water Lines	WL-Tee 08"	4	EA	\$ 1,270.00	\$ 5,080.00
41150	Water Lines	WL-Bend 08"	23	EA	\$ 933.00	\$ 21,459.00
41150	Water Lines	WL-Depression 08"	3	EA	\$ 5,340.00	\$ 16,020.00
41150	Water Lines	WL-Fire Hydrant Complete	6	EA	\$ 10,700.00	\$ 64,200.00
41150	Water Lines	WL-Service 3/4" W/Pit	83	EA	\$ 3,160.00	\$ 262,280.00
41150	Water Lines	IR-Tie to Existing - Wet Tap	1	EA	\$ 9,740.00	\$ 9,740.00
41150	Water Lines	IR-Main 04"	2,980	LF	\$ 45.50	\$ 135,590.00
41150	Water Lines	IR-Gate Valve 04" (Assumed Qty)	9	EA	\$ 1,740.00	\$ 15,660.00
41150	Water Lines	IR-Tee 04"	4	EA	\$ 602.00	\$ 2,408.00
41150	Water Lines	IR-Bend 04"	19	EA	\$ 467.00	\$ 8,873.00
41150	Water Lines	IR-Depression 04"	4	EA	\$ 3,430.00	\$ 13,720.00
41150	Water Lines	IR-Blow-Off 04"	2	EA	\$ 3,080.00	\$ 6,160.00
41150	Water Lines	IR-Service 3/4" W/Pit	83	EA	\$ 2,650.00	\$ 219,950.00
41150	Water Lines	IR-College Ave Tie In (Patch by HMA Contractor)	1	EA	\$ 39,500.00	\$ 39,500.00
WATER LINE TOTAL:						\$ 1,074,140.00
STORM SEWER						
41100	Storm Sewer	Onsite ST-Tie to Existing	1	EA	\$ 2,560.00	\$ 2,560.00
41100	Storm Sewer	Onsite ST-RCP 30"	72	LF	\$ 156.00	\$ 11,232.00
41100	Storm Sewer	Onsite ST-RCP 24"	104	LF	\$ 122.00	\$ 12,688.00
41100	Storm Sewer	Onsite ST-RCP 18"	128	LF	\$ 91.00	\$ 11,648.00
41100	Storm Sewer	Onsite ST-ADS 18"	420	LF	\$ 85.00	\$ 35,700.00
41100	Storm Sewer	Onsite ST - ADS 18" FES	1	EA	\$ 1,030.00	\$ 1,030.00

Land Development Budget Detail
Coyote Creek PA6



83 Lots

Code	Cost Group	Description	Quantity	Unit	Unit Cost \$	Total \$
41100	Storm Sewer	Onsite ST MH-60" Precast	2	EA	\$ 8,410.00	\$ 16,820.00
41100	Storm Sewer	Onsite ST MH-48" Precast	2	EA	\$ 5,520.00	\$ 11,040.00
41100	Storm Sewer	Onsite ST IN-Type R 15' (5')	2	EA	\$ 16,800.00	\$ 33,600.00
41100	Storm Sewer	Onsite ST IN-Type R 5' (Avg 5')	2	EA	\$ 7,070.00	\$ 14,140.00
41100	Storm Sewer	Onsite ST IN - Nyloplast Inlet	2	EA	\$ 2,820.00	\$ 5,640.00
41100	Storm Sewer	Offsite ST-Tie to Existing MH	1	EA	\$ 4,940.00	\$ 4,940.00
41100	Storm Sewer	Offsite ST-RCP 24"	1,568	LF	\$ 222.00	\$ 348,096.00
41100	Storm Sewer	Offsite ST-RCP 18"	672	LF	\$ 190.00	\$ 127,680.00
41100	Storm Sewer	Offsite ST-RCP 18" Concrete Casing	27	LF	\$ 269.00	\$ 7,263.00
41100	Storm Sewer	Offsite ST MH-60" Precast	4	EA	\$ 9,330.00	\$ 37,320.00
41100	Storm Sewer	Offsite ST IN-Type R 10' (9.41')	1	EA	\$ 15,400.00	\$ 15,400.00
41100	Storm Sewer	Offsite ST IN-Type C (Avg 4.5')	5	EA	\$ 10,700.00	\$ 53,500.00
41100	Storm Sewer	ST-Northrup Ave Crossing (Patch by HMA Contractor)	1	EA	\$ 15,300.00	\$ 15,300.00
41100	Storm Sewer	Offsite - TC for Offsite Install (Flaggers)	20	DY	\$ 1,230.00	\$ 24,600.00
STORM SEWER TOTAL:						\$ 790,197.00
STREET IMPROVEMENTS						
		Asphalt				
41900	Paving	Mobilization - Subgrade	1	EA	\$ 1,500.00	\$ 1,500.00
41900	Paving	12" Scarify, Recompact & Finegrade	20,180	SY	\$ 2.70	\$ 54,486.00
41900	Paving	8" Aggregate Base Course	20,180	SY	\$ 10.63	\$ 214,513.40
41900	Paving	4" HMA Paving - Includes WV MH Adjustment	13,110	SY	\$ 30.20	\$ 395,922.00
		Concrete				
41700	Curb and Gutter	7' 6" Combo	6,073	LF	\$ 49.72	\$ 301,949.58
41700	Curb and Gutter	18" Median Curb at Cart Crossings	160	LF	\$ 39.82	\$ 6,371.20
41700	Curb and Gutter	Concrete for Cart Crossing Median	289	SF	\$ 9.61	\$ 2,777.29
41700	Curb and Gutter	Median Cover Concrete at Cart Crossings (6" Depth, No Color/Pattern)	588	SF	\$ 9.61	\$ 5,650.68
41700	Curb and Gutter	Crossspan - 8" Depth w/ Fiber	1,095	SF	\$ 14.46	\$ 15,833.70
41700	Curb and Gutter	ADA 1 Way Ramp (No color, w/ domes)	6	EA	\$ 4,951.72	\$ 29,710.32
41700	Curb and Gutter	ADA 1 Way Ramp at College Ave. (No color, w/ domes)	2	EA	\$ 6,018.36	\$ 12,036.72
41700	Curb and Gutter	ADA Midblock Ramp (No color, w/ domes)	9	EA	\$ 2,003.00	\$ 18,027.00
41700	Curb and Gutter	ADA Midblock Ramp at Cart Crossings (No color, w/ domes)	4	EA	\$ 3,161.00	\$ 12,644.00
41700	Curb and Gutter	Finish-Grade Prep and Backfill (Curb & Gutter)	6,233	LF	\$ 2.25	\$ 14,024.25
41700	Curb and Gutter	Mobilization	1	EA	\$ 4,000.00	\$ 4,000.00
41700	Curb and Gutter	8' Cart Path - 6" Depth	5,488	SF	\$ 8.90	\$ 48,843.20
41700	Curb and Gutter	10' Cart Path - 6" Depth	670	SF	\$ 8.66	\$ 5,802.20
41700	Curb and Gutter	Sub-Grade Prep and Backfill (Cart Path)	693	SY	\$ 5.50	\$ 3,811.50
42100	Striping & Bumpers	Signage and Striping	83	Lot	\$ 200.00	\$ 16,600.00
		College Avenue - Cost Share				
-		Cost Share Per SIA Ft. Lupton Requirements	1	LS	\$ 108,000.00	\$ 108,000.00
STREET IMPROVEMENTS TOTAL:						\$ 1,272,503.02
DRY UTILITIES						
41300	Gas Lines	Gas Distribution	83	EA		\$ -
41400	Electric Lines	Electric Distribution	83	EA		\$ -
41500	Other Dry Utilities	Crossings	83	EA		\$ -
41500	Other Dry Utilities	Dry Utility Consultant - Kimley Horn	83	EA		\$ -
DRY UTILITIES TOTAL:						\$ -
LANDSCAPE & AMENITIES						
42500	Landscaping	Mobilization	1	LS	\$ 14,460.00	\$ 14,460.00
42500	Landscaping	2" Deciduous Tree Install W/ Staking And Tree Ring	14	EACH	\$ 713.00	\$ 9,982.00
42500	Landscaping	Turf Type A: Drought Tolerant Irrigated Sod	19,455	SF	\$ 1.05	\$ 20,427.75
42500	Landscaping	Mix - 4cy/ 1000 Soil Prep				
42500	Landscaping	Turf Type B: Buffalo Brand Seed Supreme	5,815	SF	\$ 0.80	\$ 4,652.00
42500	Landscaping	Lawn Mix - 4cy/ 1000 Soil Prep				
42500	Landscaping	Turf Type C: Buffalo Brand Seed - Low	90,665	SF	\$ 0.65	\$ 58,932.25
42500	Landscaping	Maintenance Mix- 4cy/ 1000 Soil Prep Gorilla Hair Mulch - Pocket Park Beds - 4"	380	SF	\$ 9.75	\$ 3,705.00
42500	Landscaping	Depth W/ Fabric				
42500	Landscaping	Edging - 4" 14 Gauge Rolled Top Steel Edging	65	LF	\$ 6.00	\$ 390.00
42500	Landscaping	Furnishings - Pel Waste Station	2	EACH	\$ 870.00	\$ 1,740.00
42500	Landscaping	Furnishings - Traffic Signage	7	EACH	\$ 330.00	\$ 2,310.00
42500	Landscaping	Furnishings - Pocket Park Bench (Install Only)	2	EACH	\$ 300.00	\$ 600.00
42500	Landscaping	Furnishings - Pocket Park Bike Rack (Install Only)	1	UNIT	\$ 300.00	\$ 300.00
42500	Landscaping	Irrigation - General Irrigation System - POC	1	EACH	\$ 25,000.00	\$ 25,000.00
42500	Landscaping	Allowance				
42500	Landscaping	Irrigation - General Irrigation System - Tot Lot	1	LS	\$ 25,800.00	\$ 25,800.00
42500	Landscaping	(Budgetary - No Drawings Provided - Final Pricing Once We Review Drawings)				\$ -
42500	Landscaping	Irrigation - General Irrigation System Drip For Trees in Native (Budgetary - No Drawings Provided - Final Pricing Once We Review Drawings)	1	LS	\$ 12,500.00	\$ 12,500.00
42500	Landscaping	Irrigation - General Irrigation System Temp	1	LS	\$ 85,000.00	\$ 85,000.00
42500	Landscaping	Irrigation For Native (Budgetary - No Drawings Provided - Final Pricing Once We Review Drawings)				\$ -
42500	Landscaping	Landscape Maintenance (1 Year) - Installed Seed & Turf, Pocket Park And Golf Course	1	YEAR	\$ 19,300.00	\$ 19,300.00
42650	Fencing	4' Three Rail Fence	3,700	LF	\$ 17.75	\$ 65,675.00
42925	Bond Release	Bond Release for Final Acceptances	83	LOT	\$ 750.00	\$ 62,250.00

Land Development Budget Detail
Coyote Creek PA6



83 Lots

Code	Cost Group	Description	Quantity	Unit	Unit Cost \$	Total \$
43050	Mail Boxes	Mailboxes	1	EA	\$ 15,404.00	\$ 15,404.00
LANDSCAPE & AMENITIES TOTAL:						\$ 428,428.00
CONTINGENCY						
48999	Contingency - Development	Hard Cost Contingency: 10.0%	10.0%	%	\$ 5,380,109.02	\$ 538,010.90
CONTINGENCY TOTAL:						\$ 538,010.90
SURETY COSTS						
10600	Bonding Fees	Surety Costs	1	LS	\$ 57,991.14	\$ 57,991.14
10800	Bonding Fees	Grading Surety	1	LS	\$ 48,000.00	\$ 48,000.00
SURETY COSTS TOTAL:						\$ 105,991.14
VERTICAL LAND COSTS						
47050	Individual Lot Soils Vert	Individual Lot Soils Vert	83	LOT		\$ -
47250	Import Export Dirt Vert	Import Export Dirt Vert	83	LOT		\$ -
47500	Vertical R&R	Vertical R&R	83	LOT		\$ -
47300	Retaining Walls on Lots	Retaining Walls on Lots	83	LOT		\$ -
VERTICAL LAND COSTS TOTAL:						\$ -
REIMBURSEMENTS						
43150	Third Party Reimbursements	City of Ft. Lupton Reimbursements (50% Cost Share - Storm Offsite) PENDING	1	LS	\$ (317,049.50)	\$ (317,049.50)
REIMBURSEMENTS TOTAL:						\$ (317,049.50)
GRAND TOTAL:						\$ 6,467,263.57

EXHIBIT F

Mill Levy Comparison Report

Proposed Coyote Creek Metropolitan District	Mills	(1) Cottonwood Conner Metropolitan District	Mills	(2) Cottonwood Thermo Metropolitan District	Mills	(3) Cottonwood Townhomes Metropolitan District	Mills
AIMS Junior College	6.336	AIMS Junior College	6.336	AIMS Junior College	6.336	AIMS Junior College	6.336
Central Colorado Water	0.891	Central Colorado Water	0.891	Central Colorado Water	0.891	Central Colorado Water	0.891
Central Colorado Water Subdistrict	1.300	Central Colorado Water SubDistrict	1.300	Central Colorado Water SubDistrict	1.300	Central Colorado Water SubDistrict	1.300
Fort Lupton City	36.359	Fort Lupton City	36.359	Fort Lupton City	36.359	Fort Lupton City	36.359
Fort Lupton Fire	9.592	Fort Lupton Fire	9.592	Fort Lupton Fire	9.592	Fort Lupton Fire	9.592
High Plains Library	3.196	High Plains Library	3.196	High Plains Library	3.196	High Plains Library	3.196
Northern Colorado Water	1.000	Northern Colorado Water	1.000	Northern Colorado Water	1.000	Northern Colorado Water	1.000
N/A	N/A	N/A	N/A	Platte Valley Conservation	0.000	N/A	N/A
School District Re8-Fort Lupton	17.197	School District Re8-Fort Lupton	17.197	School District Re8-Fort Lupton	17.197	School District Re8-Fort Lupton	17.197
Weld County	12.024	Weld County	12.024	Weld County	12.024	Weld County	12.024
Total Overlapping Mills w/o District	87.895	Total Overlapping Mills w/o District	87.895	Total Overlapping Mills w/o District	87.895	Total Overlapping Mills w/o District	87.895
Proposed Authorized Mill Levy	70.000	Service Plan Authorized Mill Levy ¹	70.000	Service Plan Authorized Mill Levy ¹	70.000	Service Plan Authorized Mill Levy ¹	70.000
Total Overlapping Mills w/ District	157.895	Total Overlapping Mills w/ District	157.895	Total Overlapping Mills w/ District	157.895	Total Overlapping Mills w/ District	157.895

NOTE: Mill levies are for tax levy year 2023 / collection year 2024.

¹ Maximum combined debt service/operations and maintenance mill levy authorized by the District's Service Plan is 70.000 mills (subject to adjustments after January 1, 2019 as described in the Service Plan). Actual mill levy for tax levy year 2023 / collection year 2024 is 0.000 mills.

Mill Levy Comparison Chart (continued)

(4) Mountain Sky Metropolitan District	Mills	(5) Murata Farms Residential Metropolitan District	Mills	(6) Murata Farms Commercial Metropolitan District	Mills	(7) Vista Meadows Metropolitan District	Mills
AIMS Junior College	6.336	AIMS Junior College	6.336	AIMS Junior College	6.336	AIMS Junior College	6.336
Central Colorado Water	0.891	Central Colorado Water	0.891	Central Colorado Water	0.891	Central Colorado Water	0.891
Central Colorado Water SubDistrict	1.300	Central Colorado Water SubDistrict	1.300	Central Colorado Water SubDistrict	1.300	Central Colorado Water SubDistrict	1.300
Fort Lupton City	36.359	Fort Lupton City	36.359	Fort Lupton City	36.359	Fort Lupton City	36.359
Fort Lupton Fire	9.592	Fort Lupton Fire	9.592	Fort Lupton Fire	9.592	Fort Lupton Fire	9.592
High Plains Library	3.196	High Plains Library	3.196	High Plains Library	3.196	High Plains Library	3.196
Northern Colorado Water	1.000	Northern Colorado Water	1.000	Northern Colorado Water	1.000	Northern Colorado Water	1.000
Platte Valley Conservation	0.000	Platte Valley Conservation	0.000	Platte Valley Conservation	0.000	Platte Valley Conservation	0.000
School District Re8-Fort Lupton	17.197	School District Re8-Fort Lupton	17.197	School District Re8-Fort Lupton	17.197	School District Re8-Fort Lupton	17.197
Weld County	12.024	Weld County	12.024	Weld County	12.024	Weld County	12.024
Total Overlapping Mills w/o District	87.895	Total Overlapping Mills w/o District	87.895	Total Overlapping Mills w/o District	87.895	Total Overlapping Mills w/o District	87.895
2023 Mill Levy for Collection in 2024	88.632	2023 Mill Levy for Collection in 2024	72.194	2023 Mill Levy for Collection in 2024	25.000	2023 Mill Levy for Collection in 2024	75.474
Total Overlapping Mills w/ District	176.527	Total Overlapping Mills w/ District	160.089	Total Overlapping Mills w/ District	112.895	Total Overlapping Mills w/ District	163.369

EXHIBIT G
Financial Plan

COYOTE CREEK METROPOLITAN DISTRICT
Weld County, Colorado

GENERAL OBLIGATION BONDS, SERIES 2026
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036

Service Plan

Bond Assumptions	Series 2026	Series 2036	Total
Closing Date	12/1/2026	12/1/2036	
First Call Date	12/1/2031	12/1/2046	
Final Maturity	12/1/2056	12/1/2066	
Sources of Funds			
Par Amount	3,565,000	5,320,000	8,885,000
Funds on Hand	0	372,146	372,146
Total	3,565,000	5,692,146	9,257,146
Uses of Funds			
Project Fund	\$2,746,979	\$1,978,646	\$4,725,625
Refunding Escrow	0	3,490,000	3,490,000
Debt Service Reserve	327,146	0	327,146
Capitalized Interest	267,375	0	267,375
Costs of Issuance	223,500	223,500	447,000
Total	3,565,000	5,692,146	9,257,146
Bond Features			
Projected Coverage	100x	100x	
Tax Status	Tax-Exempt	Tax-Exempt	
Rating	Non-Rated	Inv. Grade	
Average Coupon	5.000%	4.000%	
Annual Trustee Fee	\$4,000	\$4,000	
Biennial Reassessment			
Residential	6.00%	6.00%	
Taxing Authority Assumptions			
Metropolitan District Revenue			
Residential Assessment Ratio			
<i>Service Plan Gallagherization Base</i>	6.80%		
<i>Current Assumption</i>	6.80%		
Debt Service Mills			
<i>Service Plan Mill Levy Cap</i>	50.000		
<i>Maximum Adjusted Cap</i>	50.000		
<i>Target Mill Levy</i>	50.000		
Specific Ownership Taxes	6.00%		
County Treasurer Fee	1.50%		

COYOTE CREEK METROPOLITAN DISTRICT
Development Summary

	Residential								Total Residential
	Filing 5 and 6	Product 2	Product 3	Product 4	Product 5	Product 6	Product 7	Product 8	
Statutory Actual Value (2024)	\$550,000	\$	\$	\$	\$	\$	\$	\$	
2024	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-
2026	43	-	-	-	-	-	-	-	43
2027	40	-	-	-	-	-	-	-	40
2028	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-
Total Units	83	-	-	-	-	-	-	-	83
Total Statutory Actual Value	\$45,650,000	\$	\$	\$	\$	\$	\$	\$	\$45,650,000

COYOTE CREEK METROPOLITAN DISTRICT
Assessed Value Calculation

	Vacant Land			Residential							Total
	Cumulative Statutory	Assessed Value	VAR	Total	Biennial	Cumulative Statutory	Legislative	Cumulative Statutory	Assessed Value	Assessed Value	Assessed Value
	Actual Value ¹	In Collection Year		Residential Units	Reassessment	Actual Value	Adj. (est.)	Actual Value	RAR	In Collection Year	
		(2-year lag)			6.00%		(Cumulative)	(after Exemptions)		(2-year lag)	(2-year lag)
2023	0	29.00%	0	0		0		0	6.950%	0	0
2024	0	27.90%	0	0		0		0	6.700%	0	0
2025	2,365,000	27.90%	0	0		0		0	6.700%	0	0
2026	2,200,000	27.00%	0	43		24,605,460		24,605,460	6.250%	0	0
2027	0	26.00%	614,900	40		47,952,036		47,952,036	6.800%	0	614,900
2028	0	25.00%	550,000	0	2,877,122	50,829,158		50,829,158	6.800%	1,673,171	2,223,171
2029	0	25.00%	0	0		50,829,158		50,829,158	6.800%	3,260,738	3,260,738
2030	0	25.00%	0	0	3,049,749	53,878,908		53,878,908	6.800%	3,456,383	3,456,383
2031	0	25.00%	0	0		53,878,908		53,878,908	6.800%	3,456,383	3,456,383
2032	0	25.00%	0	0	3,232,734	57,111,642		57,111,642	6.800%	3,663,766	3,663,766
2033	0	25.00%	0	0		57,111,642		57,111,642	6.800%	3,663,766	3,663,766
2034	0	25.00%	0	0	3,426,699	60,538,341		60,538,341	6.800%	3,883,592	3,883,592
2035	0	25.00%	0	0		60,538,341		60,538,341	6.800%	3,883,592	3,883,592
2036	0	25.00%	0	0	3,632,300	64,170,641		64,170,641	6.800%	4,116,607	4,116,607
2037	0	25.00%	0	0		64,170,641		64,170,641	6.800%	4,116,607	4,116,607
2038	0	25.00%	0	0	3,850,238	68,020,880		68,020,880	6.800%	4,363,604	4,363,604
2039	0	25.00%	0	0		68,020,880		68,020,880	6.800%	4,363,604	4,363,604
2040	0	25.00%	0	0	4,081,253	72,102,132		72,102,132	6.800%	4,625,420	4,625,420
2041	0	25.00%	0	0		72,102,132		72,102,132	6.800%	4,625,420	4,625,420
2042	0	25.00%	0	0	4,326,128	76,428,260		76,428,260	6.800%	4,902,945	4,902,945
2043	0	25.00%	0	0		76,428,260		76,428,260	6.800%	4,902,945	4,902,945
2044	0	25.00%	0	0	4,585,696	81,013,956		81,013,956	6.800%	5,197,122	5,197,122
2045	0	25.00%	0	0		81,013,956		81,013,956	6.800%	5,197,122	5,197,122
2046	0	25.00%	0	0	4,860,837	85,874,793		85,874,793	6.800%	5,508,949	5,508,949
2047	0	25.00%	0	0		85,874,793		85,874,793	6.800%	5,508,949	5,508,949
2048	0	25.00%	0	0	5,152,488	91,027,281		91,027,281	6.800%	5,839,486	5,839,486
2049	0	25.00%	0	0		91,027,281		91,027,281	6.800%	5,839,486	5,839,486
2050	0	25.00%	0	0	5,461,637	96,488,918		96,488,918	6.800%	6,189,855	6,189,855
2051	0	25.00%	0	0		96,488,918		96,488,918	6.800%	6,189,855	6,189,855
2052	0	25.00%	0	0	5,789,335	102,278,253		102,278,253	6.800%	6,561,246	6,561,246
2053	0	25.00%	0	0		102,278,253		102,278,253	6.800%	6,561,246	6,561,246
2054	0	25.00%	0	0	6,136,695	108,414,948		108,414,948	6.800%	6,954,921	6,954,921
2055	0	25.00%	0	0		108,414,948		108,414,948	6.800%	6,954,921	6,954,921
2056	0	25.00%	0	0	6,504,897	114,919,845		114,919,845	6.800%	7,372,216	7,372,216
2057	0	25.00%	0	0		114,919,845		114,919,845	6.800%	7,372,216	7,372,216
2058	0	25.00%	0	0	6,895,191	121,815,035		121,815,035	6.800%	7,814,549	7,814,549
2059	0	25.00%	0	0		121,815,035		121,815,035	6.800%	7,814,549	7,814,549
2060	0	25.00%	0	0	7,308,902	129,123,938		129,123,938	6.800%	8,283,422	8,283,422
2061	0	25.00%	0	0		129,123,938		129,123,938	6.800%	8,283,422	8,283,422
2062	0	25.00%	0	0	7,747,436	136,871,374		136,871,374	6.800%	8,780,428	8,780,428
2063	0	25.00%	0	0		136,871,374		136,871,374	6.800%	8,780,428	8,780,428
2064	0	25.00%	0	0	8,212,282	145,083,656		145,083,656	6.800%	9,307,253	9,307,253
2065	0	25.00%	0	0		145,083,656		145,083,656	6.800%	9,307,253	9,307,253
2066	0	25.00%	0	0	8,705,019	153,788,676		153,788,676	6.800%	9,865,689	9,865,689
Total				83	105,836,640						

1. Vacant land value calculated in year prior to construction as 10% of built-out market value
2. Manual adjustment to actual value per assessor

COYOTE CREEK METROPOLITAN DISTRICT
Revenue Calculation

	District Mill Levy Revenue				Expenses		Total
	Assessed Value	District Mill Levy ¹	Debt Mill Levy	Specific Ownership	County Treasurer	Annual Trustee	Revenue Available for Debt Service
	in Collection Year	50,000 SP Cap	Collections	Taxes	Fee	Fee	
	(2-year lag)	50,000 Target	100%	6.00%	1.50%	\$4,000	
2023	0	0,000	0	0	0	0	0
2024	0	0,000	0	0	0	0	0
2025	0	0,000	0	0	0	0	0
2026	0	0,000	0	0	0	0	0
2027	614,900	50,000	30,591	1,835	(459)	(4,000)	27,968
2028	2,223,171	50,000	110,603	6,636	(1,659)	(4,000)	111,580
2029	3,260,738	50,000	162,222	9,733	(2,433)	(4,000)	165,522
2030	3,456,383	50,000	171,955	10,317	(2,579)	(4,000)	175,693
2031	3,456,383	50,000	171,955	10,317	(2,579)	(4,000)	175,693
2032	3,663,766	50,000	182,272	10,936	(2,734)	(4,000)	186,475
2033	3,663,766	50,000	182,272	10,936	(2,734)	(4,000)	186,475
2034	3,883,592	50,000	193,209	11,593	(2,898)	(4,000)	197,903
2035	3,883,592	50,000	193,209	11,593	(2,898)	(4,000)	197,903
2036	4,116,607	50,000	204,801	12,288	(3,072)	(4,000)	210,017
2037	4,116,607	50,000	204,801	12,288	(3,072)	(4,000)	210,017
2038	4,363,604	50,000	217,089	13,025	(3,256)	(4,000)	222,858
2039	4,363,604	50,000	217,089	13,025	(3,256)	(4,000)	222,858
2040	4,625,420	50,000	230,115	13,807	(3,452)	(4,000)	236,470
2041	4,625,420	50,000	230,115	13,807	(3,452)	(4,000)	236,470
2042	4,902,945	50,000	243,922	14,635	(3,659)	(4,000)	250,898
2043	4,902,945	50,000	243,922	14,635	(3,659)	(4,000)	250,898
2044	5,197,122	50,000	258,557	15,513	(3,878)	(4,000)	266,192
2045	5,197,122	50,000	258,557	15,513	(3,878)	(4,000)	266,192
2046	5,508,949	50,000	274,070	16,444	(4,111)	(4,000)	282,403
2047	5,508,949	50,000	274,070	16,444	(4,111)	(4,000)	282,403
2048	5,839,486	50,000	290,514	17,431	(4,358)	(4,000)	299,588
2049	5,839,486	50,000	290,514	17,431	(4,358)	(4,000)	299,588
2050	6,189,855	50,000	307,945	18,477	(4,619)	(4,000)	317,803
2051	6,189,855	50,000	307,945	18,477	(4,619)	(4,000)	317,803
2052	6,561,246	50,000	326,422	19,585	(4,896)	(4,000)	337,111
2053	6,561,246	50,000	326,422	19,585	(4,896)	(4,000)	337,111
2054	6,954,921	50,000	346,007	20,760	(5,190)	(4,000)	357,578
2055	6,954,921	50,000	346,007	20,760	(5,190)	(4,000)	357,578
2056	7,372,216	50,000	366,768	22,006	(5,502)	(4,000)	379,272
2057	7,372,216	50,000	366,768	22,006	(5,502)	(4,000)	379,272
2058	7,814,549	50,000	388,774	23,326	(5,832)	(4,000)	402,269
2059	7,814,549	50,000	388,774	23,326	(5,832)	(4,000)	402,269
2060	8,283,422	50,000	412,100	24,726	(6,182)	(4,000)	426,645
2061	8,283,422	50,000	412,100	24,726	(6,182)	(4,000)	426,645
2062	8,780,428	50,000	436,826	26,210	(6,552)	(4,000)	452,483
2063	8,780,428	50,000	436,826	26,210	(6,552)	(4,000)	452,483
2064	9,307,253	50,000	463,036	27,782	(6,946)	(4,000)	479,872
2065	9,307,253	50,000	463,036	27,782	(6,946)	(4,000)	479,872
2066	9,865,689	50,000	490,818	29,449	(7,362)	(4,000)	508,905
Total			11,422,999	685,380	(171,345)	(160,000)	11,777,034

¹. Estimated. Annual mill expected to fluctuate with future legislative/market value exemptions (tbd).

COYOTE CREEK METROPOLITAN DISTRICT
Senior Debt Service

	Total Revenue Available for Debt Service	Net Debt Service		Total	Funds on Hand as a Source	Senior Surplus Fund			Ratio Analysis	
		Series 2026	Series 2036			Annual Surplus	Cumulative Balance	Released Revenue	Senior Debt to Assessed Value	Debt Service Coverage
		Dated: 12/1/26	Dated: 12/1/36							
		Par: \$3,565,000	Par: \$5,320,000							
		Proj: \$2,746,979	Proj: \$1,928,646				\$532,000 Max			
			Esc: \$3,490,000							
2023	0									
2024	0									
2025	0									
2026	0	0		0		0	0	0	n/a	n/a
2027	27,968	0		0		27,968	27,968	0	580%	n/a
2028	111,580	89,125		89,125		22,455	50,423	0	160%	125%
2029	165,522	178,250		178,250		(12,728)	37,694	0	109%	93%
2030	175,693	178,250		178,250		(2,557)	35,138	0	103%	99%
2031	175,693	178,250		178,250		(2,557)	32,581	0	103%	99%
2032	186,475	183,250		183,250		3,225	35,805	0	97%	102%
2033	186,475	183,000		183,000		3,475	39,280	0	97%	102%
2034	197,903	192,750		192,750		5,153	44,433	0	92%	103%
2035	197,903	197,000		197,000		903	45,336	0	91%	100%
2036	210,017	206,000	0	206,000	\$45,000	(40,983)	4,353	0	86%	102%
2037	210,017	Ref'd by Ser. '36	212,800	212,800		(2,783)	1,570	0	129%	99%
2038	222,858		217,800	217,800		5,058	6,629	0	122%	102%
2039	222,858		222,600	222,600		258	6,887	0	122%	100%
2040	236,470		232,200	232,200		4,270	11,157	0	115%	102%
2041	236,470		236,400	236,400		70	11,227	0	114%	100%
2042	250,898		250,400	250,400		498	11,725	0	107%	100%
2043	250,898		248,800	248,800		2,098	13,823	0	106%	101%
2044	266,192		262,200	262,200		3,992	17,814	0	100%	102%
2045	266,192		265,000	265,000		1,192	19,006	0	99%	100%
2046	282,403		277,600	277,600		4,803	23,810	0	92%	102%
2047	282,403		279,600	279,600		2,803	26,613	0	91%	101%
2048	299,588		296,400	296,400		3,188	29,801	0	84%	101%
2049	299,588		297,400	297,400		2,188	31,988	0	82%	101%
2050	317,803		313,200	313,200		4,603	36,591	0	76%	101%
2051	317,803		313,200	313,200		4,603	41,194	0	74%	101%
2052	337,111		333,000	333,000		4,111	45,305	0	68%	101%
2053	337,111		336,800	336,800		311	45,616	0	65%	100%
2054	357,578		355,200	355,200		2,378	47,993	0	59%	101%
2055	357,578		352,600	352,600		4,978	52,971	0	57%	101%
2056	379,272		374,800	374,800		4,472	57,443	0	51%	101%
2057	379,272		375,800	375,800		3,472	60,916	0	48%	101%
2058	402,269		401,400	401,400		869	61,784	0	42%	100%
2059	402,269		400,600	400,600		1,669	63,453	0	39%	100%
2060	426,645		424,400	424,400		2,245	65,698	0	33%	101%
2061	426,645		421,800	421,800		4,845	70,543	0	29%	101%
2062	452,483		448,800	448,800		3,683	74,226	0	24%	101%
2063	452,483		449,200	449,200		3,283	77,510	0	20%	101%
2064	479,872		479,000	479,000		872	78,382	0	15%	100%
2065	479,872		477,000	477,000		2,872	81,255	0	10%	101%
2066	508,905		504,400	504,400		4,505	0	85,759	5%	101%
Total	11,777,034	1,585,875	10,060,400	11,646,275	45,000	85,759		85,759		

SOURCES AND USES OF FUNDS

**COYOTE CREEK METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2026
50.000 (target) Mills
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

Dated Date	12/01/2026
Delivery Date	12/01/2026

Sources:

Bond Proceeds:	
Par Amount	3,565,000.00
	3,565,000.00

Uses:

Project Fund Deposits:	
Project Fund	2,746,979.17
Other Fund Deposits:	
Capitalized Interest Fund	267,375.00
Debt Service Reserve Fund	327,145.83
	594,520.83
Cost of Issuance:	
Other Cost of Issuance	150,000.00
Delivery Date Expenses:	
Underwriter's Discount	73,500.00
	3,565,000.00

BOND SUMMARY STATISTICS

COYOTE CREEK METROPOLITAN DISTRICT WELD COUNTY, COLORADO GENERAL OBLIGATION BONDS, SERIES 2026

50.000 (target) Mills

Non-Rated, 100x, 30-yr. Maturity

(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)

Dated Date	12/01/2026
Delivery Date	12/01/2026
First Coupon	06/01/2027
Last Maturity	12/01/2056
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.153323%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.481269%
Average Coupon	5.000000%
Average Life (years)	24.048
Weighted Average Maturity (years)	24.048
Duration of Issue (years)	13.873
Par Amount	3,565,000.00
Bond Proceeds	3,565,000.00
Total Interest	4,286,500.00
Net Interest	4,360,000.00
Bond Years from Dated Date	85,730,000.00
Bond Years from Delivery Date	85,730,000.00
Total Debt Service	7,851,500.00
Maximum Annual Debt Service	703,500.00
Average Annual Debt Service	261,716.67
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.617111
Total Underwriter's Discount	20.617111
Bid Price	97.938289

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2056	3,565,000.00	100.000	5.000%	24.048	12/18/2050	5,525.75
	3,565,000.00			24.048		5,525.75

	TIC	All-In TIC	Arbitrage Yield
Par Value	3,565,000.00	3,565,000.00	3,565,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-73,500.00	-73,500.00	
- Cost of Issuance Expense		-150,000.00	
- Other Amounts			
Target Value	3,491,500.00	3,341,500.00	3,565,000.00
Target Date	12/01/2026	12/01/2026	12/01/2026
Yield	5.153323%	5.481269%	5.000000%

NET DEBT SERVICE

COYOTE CREEK METROPOLITAN DISTRICT WELD COUNTY, COLORADO GENERAL OBLIGATION BONDS, SERIES 2026

50.000 (target) Mills

Non-Rated, 100x, 30-yr. Maturity

(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Capitalized Interest Fund	Net Debt Service
12/01/2027		178,250	178,250		178,250	
12/01/2028		178,250	178,250		89,125	89,125.00
12/01/2029		178,250	178,250			178,250.00
12/01/2030		178,250	178,250			178,250.00
12/01/2031		178,250	178,250			178,250.00
12/01/2032	5,000	178,250	183,250			183,250.00
12/01/2033	5,000	178,000	183,000			183,000.00
12/01/2034	15,000	177,750	192,750			192,750.00
12/01/2035	20,000	177,000	197,000			197,000.00
12/01/2036	30,000	176,000	206,000			206,000.00
12/01/2037	35,000	174,500	209,500			209,500.00
12/01/2038	45,000	172,750	217,750			217,750.00
12/01/2039	50,000	170,500	220,500			220,500.00
12/01/2040	65,000	168,000	233,000			233,000.00
12/01/2041	70,000	164,750	234,750			234,750.00
12/01/2042	85,000	161,250	246,250			246,250.00
12/01/2043	90,000	157,000	247,000			247,000.00
12/01/2044	110,000	152,500	262,500			262,500.00
12/01/2045	115,000	147,000	262,000			262,000.00
12/01/2046	140,000	141,250	281,250			281,250.00
12/01/2047	145,000	134,250	279,250			279,250.00
12/01/2048	170,000	127,000	297,000			297,000.00
12/01/2049	180,000	118,500	298,500			298,500.00
12/01/2050	205,000	109,500	314,500			314,500.00
12/01/2051	215,000	99,250	314,250			314,250.00
12/01/2052	245,000	88,500	333,500			333,500.00
12/01/2053	260,000	76,250	336,250			336,250.00
12/01/2054	290,000	63,250	353,250			353,250.00
12/01/2055	305,000	48,750	353,750			353,750.00
12/01/2056	670,000	33,500	703,500	327,145.83		376,354.17
	3,565,000	4,286,500	7,851,500	327,145.83	267,375	7,256,979.17

BOND SOLUTION

**COYOTE CREEK METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2026
50.000 (target) Mills
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
12/01/2027		178,250	-178,250		27,968	27,968	
12/01/2028		178,250	-89,125	89,125	111,580	22,455	125.19%
12/01/2029		178,250		178,250	165,522	-12,728	92.86%
12/01/2030		178,250		178,250	175,693	-2,557	98.57%
12/01/2031		178,250		178,250	175,693	-2,557	98.57%
12/01/2032	5,000	183,250		183,250	186,475	3,225	101.76%
12/01/2033	5,000	183,000		183,000	186,475	3,475	101.90%
12/01/2034	15,000	192,750		192,750	197,903	5,153	102.67%
12/01/2035	20,000	197,000		197,000	197,903	903	100.46%
12/01/2036	30,000	206,000		206,000	210,017	4,017	101.95%
12/01/2037	35,000	209,500		209,500	210,017	517	100.25%
12/01/2038	45,000	217,750		217,750	222,858	5,108	102.35%
12/01/2039	50,000	220,500		220,500	222,858	2,358	101.07%
12/01/2040	65,000	233,000		233,000	236,470	3,470	101.49%
12/01/2041	70,000	234,750		234,750	236,470	1,720	100.73%
12/01/2042	85,000	246,250		246,250	250,898	4,648	101.89%
12/01/2043	90,000	247,000		247,000	250,898	3,898	101.58%
12/01/2044	110,000	262,500		262,500	266,192	3,692	101.41%
12/01/2045	115,000	262,000		262,000	266,192	4,192	101.60%
12/01/2046	140,000	281,250		281,250	282,403	1,153	100.41%
12/01/2047	145,000	279,250		279,250	282,403	3,153	101.13%
12/01/2048	170,000	297,000		297,000	299,588	2,588	100.87%
12/01/2049	180,000	298,500		298,500	299,588	1,088	100.36%
12/01/2050	205,000	314,500		314,500	317,803	3,303	101.05%
12/01/2051	215,000	314,250		314,250	317,803	3,553	101.13%
12/01/2052	245,000	333,500		333,500	337,111	3,611	101.08%
12/01/2053	260,000	336,250		336,250	337,111	861	100.26%
12/01/2054	290,000	353,250		353,250	357,578	4,328	101.23%
12/01/2055	305,000	353,750		353,750	357,578	3,828	101.08%
12/01/2056	670,000	703,500	-327,146	376,354	379,272	2,918	100.78%
	3,565,000	7,851,500	-594,521	7,256,979	7,366,318	109,339	

SOURCES AND USES OF FUNDS

**COYOTE CREEK METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036
Pay & Cancel Refunding of (proposed) Series 2026 + New Money
50.000 (target) Mills
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

Dated Date	12/01/2036
Delivery Date	12/01/2036

Sources:

Bond Proceeds:	
Par Amount	5,320,000.00
Other Sources of Funds:	
Funds on Hand*	45,000.00
SERIES 2026 - DSRF*	327,145.83
	372,145.83
	5,692,145.83

Uses:

Project Fund Deposits:	
Project Fund	1,978,645.83
Refunding Escrow Deposits:	
Cash Deposit	3,490,000.00
Cost of Issuance:	
Other Cost of Issuance	150,000.00
Delivery Date Expenses:	
Underwriter's Discount	73,500.00
	5,692,145.83

[*] Estimated balances (tbd).

BOND SUMMARY STATISTICS

**COYOTE CREEK METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036
Pay & Cancel Refunding of (proposed) Series 2026 + New Money
50.000 (target) Mills
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

Dated Date	12/01/2036
Delivery Date	12/01/2036
First Coupon	06/01/2037
Last Maturity	12/01/2066
Arbitrage Yield	4.000000%
True Interest Cost (TIC)	4.097579%
Net Interest Cost (NIC)	4.000000%
All-In TIC	4.302770%
Average Coupon	4.000000%
Average Life (years)	22.276
Weighted Average Maturity (years)	22.276
Duration of Issue (years)	14.510
Par Amount	5,320,000.00
Bond Proceeds	5,320,000.00
Total Interest	4,740,400.00
Net Interest	4,813,900.00
Bond Years from Dated Date	118,510,000.00
Bond Years from Delivery Date	118,510,000.00
Total Debt Service	10,060,400.00
Maximum Annual Debt Service	504,400.00
Average Annual Debt Service	335,346.67
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	13.815789
Total Underwriter's Discount	13.815789
Bid Price	98.618421

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2066	5,320,000.00	100.000	4.000%	22.276	03/12/2059	9,256.80
	5,320,000.00			22.276		9,256.80

	TIC	All-In TIC	Arbitrage Yield
Par Value	5,320,000.00	5,320,000.00	5,320,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-73,500.00	-73,500.00	
- Cost of Issuance Expense		-150,000.00	
- Other Amounts			
Target Value	5,246,500.00	5,096,500.00	5,320,000.00
Target Date	12/01/2036	12/01/2036	12/01/2036
Yield	4.097579%	4.302770%	4.000000%

NET DEBT SERVICE

**COYOTE CREEK METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036
Pay & Cancel Refunding of (proposed) Series 2026 + New Money
50.000 (target) Mills
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
12/01/2037		212,800	212,800	212,800
12/01/2038	5,000	212,800	217,800	217,800
12/01/2039	10,000	212,600	222,600	222,600
12/01/2040	20,000	212,200	232,200	232,200
12/01/2041	25,000	211,400	236,400	236,400
12/01/2042	40,000	210,400	250,400	250,400
12/01/2043	40,000	208,800	248,800	248,800
12/01/2044	55,000	207,200	262,200	262,200
12/01/2045	60,000	205,000	265,000	265,000
12/01/2046	75,000	202,600	277,600	277,600
12/01/2047	80,000	199,600	279,600	279,600
12/01/2048	100,000	196,400	296,400	296,400
12/01/2049	105,000	192,400	297,400	297,400
12/01/2050	125,000	188,200	313,200	313,200
12/01/2051	130,000	183,200	313,200	313,200
12/01/2052	155,000	178,000	333,000	333,000
12/01/2053	165,000	171,800	336,800	336,800
12/01/2054	190,000	165,200	355,200	355,200
12/01/2055	195,000	157,600	352,600	352,600
12/01/2056	225,000	149,800	374,800	374,800
12/01/2057	235,000	140,800	375,800	375,800
12/01/2058	270,000	131,400	401,400	401,400
12/01/2059	280,000	120,600	400,600	400,600
12/01/2060	315,000	109,400	424,400	424,400
12/01/2061	325,000	96,800	421,800	421,800
12/01/2062	365,000	83,800	448,800	448,800
12/01/2063	380,000	69,200	449,200	449,200
12/01/2064	425,000	54,000	479,000	479,000
12/01/2065	440,000	37,000	477,000	477,000
12/01/2066	485,000	19,400	504,400	504,400
	5,320,000	4,740,400	10,060,400	10,060,400

SUMMARY OF BONDS REFUNDED

**COYOTE CREEK METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036
Pay & Cancel Refunding of (proposed) Series 2026 + New Money
50.000 (target) Mills
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
10/23/24: Ser 26 NR SP, 5.00%, 100x, 50.000mls, FG+6% BiRE:					
TERM56	12/01/2037	5.000%	35,000	12/01/2036	100.000
	12/01/2038	5.000%	45,000	12/01/2036	100.000
	12/01/2039	5.000%	50,000	12/01/2036	100.000
	12/01/2040	5.000%	65,000	12/01/2036	100.000
	12/01/2041	5.000%	70,000	12/01/2036	100.000
	12/01/2042	5.000%	85,000	12/01/2036	100.000
	12/01/2043	5.000%	90,000	12/01/2036	100.000
	12/01/2044	5.000%	110,000	12/01/2036	100.000
	12/01/2045	5.000%	115,000	12/01/2036	100.000
	12/01/2046	5.000%	140,000	12/01/2036	100.000
	12/01/2047	5.000%	145,000	12/01/2036	100.000
	12/01/2048	5.000%	170,000	12/01/2036	100.000
	12/01/2049	5.000%	180,000	12/01/2036	100.000
	12/01/2050	5.000%	205,000	12/01/2036	100.000
	12/01/2051	5.000%	215,000	12/01/2036	100.000
	12/01/2052	5.000%	245,000	12/01/2036	100.000
	12/01/2053	5.000%	260,000	12/01/2036	100.000
	12/01/2054	5.000%	290,000	12/01/2036	100.000
	12/01/2055	5.000%	305,000	12/01/2036	100.000
	12/01/2056	5.000%	670,000	12/01/2036	100.000
			3,490,000		

ESCROW REQUIREMENTS

**COYOTE CREEK METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036
Pay & Cancel Refunding of (proposed) Series 2026 + New Money
50.000 (target) Mills
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

Dated Date 12/01/2036
Delivery Date 12/01/2036

Period Ending	Principal Redeemed	Total
12/01/2036	3,490,000	3,490,000.00
	3,490,000	3,490,000.00

PRIOR BOND DEBT SERVICE

**COYOTE CREEK METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036
Pay & Cancel Refunding of (proposed) Series 2026 + New Money
50,000 (target) Mills
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

Period Ending	Principal	Coupon	Interest	Debt Service
12/01/2037	35,000	5.000%	174,500	209,500
12/01/2038	45,000	5.000%	172,750	217,750
12/01/2039	50,000	5.000%	170,500	220,500
12/01/2040	65,000	5.000%	168,000	233,000
12/01/2041	70,000	5.000%	164,750	234,750
12/01/2042	85,000	5.000%	161,250	246,250
12/01/2043	90,000	5.000%	157,000	247,000
12/01/2044	110,000	5.000%	152,500	262,500
12/01/2045	115,000	5.000%	147,000	262,000
12/01/2046	140,000	5.000%	141,250	281,250
12/01/2047	145,000	5.000%	134,250	279,250
12/01/2048	170,000	5.000%	127,000	297,000
12/01/2049	180,000	5.000%	118,500	298,500
12/01/2050	205,000	5.000%	109,500	314,500
12/01/2051	215,000	5.000%	99,250	314,250
12/01/2052	245,000	5.000%	88,500	333,500
12/01/2053	260,000	5.000%	76,250	336,250
12/01/2054	290,000	5.000%	63,250	353,250
12/01/2055	305,000	5.000%	48,750	353,750
12/01/2056	670,000	5.000%	33,500	703,500
	3,490,000		2,508,250	5,998,250

BOND SOLUTION

**COYOTE CREEK METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2036
Pay & Cancel Refunding of (proposed) Series 2026 + New Money
50.000 (target) Mills
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**

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| Period<br>Ending | Proposed<br>Principal | Proposed<br>Debt Service | Total Adj<br>Debt Service | Revenue<br>Constraints | Unused<br>Revenues | Debt Service<br>Coverage |
|------------------|-----------------------|--------------------------|---------------------------|------------------------|--------------------|--------------------------|
| 12/01/2037       |                       | 212,800                  | 212,800                   | 210,017                | -2,783             | 98.69%                   |
| 12/01/2038       | 5,000                 | 217,800                  | 217,800                   | 222,858                | 5,058              | 102.32%                  |
| 12/01/2039       | 10,000                | 222,600                  | 222,600                   | 222,858                | 258                | 100.12%                  |
| 12/01/2040       | 20,000                | 232,200                  | 232,200                   | 236,470                | 4,270              | 101.84%                  |
| 12/01/2041       | 25,000                | 236,400                  | 236,400                   | 236,470                | 70                 | 100.03%                  |
| 12/01/2042       | 40,000                | 250,400                  | 250,400                   | 250,898                | 498                | 100.20%                  |
| 12/01/2043       | 40,000                | 248,800                  | 248,800                   | 250,898                | 2,098              | 100.84%                  |
| 12/01/2044       | 55,000                | 262,200                  | 262,200                   | 266,192                | 3,992              | 101.52%                  |
| 12/01/2045       | 60,000                | 265,000                  | 265,000                   | 266,192                | 1,192              | 100.45%                  |
| 12/01/2046       | 75,000                | 277,600                  | 277,600                   | 282,403                | 4,803              | 101.73%                  |
| 12/01/2047       | 80,000                | 279,600                  | 279,600                   | 282,403                | 2,803              | 101.00%                  |
| 12/01/2048       | 100,000               | 296,400                  | 296,400                   | 299,588                | 3,188              | 101.08%                  |
| 12/01/2049       | 105,000               | 297,400                  | 297,400                   | 299,588                | 2,188              | 100.74%                  |
| 12/01/2050       | 125,000               | 313,200                  | 313,200                   | 317,803                | 4,603              | 101.47%                  |
| 12/01/2051       | 130,000               | 313,200                  | 313,200                   | 317,803                | 4,603              | 101.47%                  |
| 12/01/2052       | 155,000               | 333,000                  | 333,000                   | 337,111                | 4,111              | 101.23%                  |
| 12/01/2053       | 165,000               | 336,800                  | 336,800                   | 337,111                | 311                | 100.09%                  |
| 12/01/2054       | 190,000               | 355,200                  | 355,200                   | 357,578                | 2,378              | 100.67%                  |
| 12/01/2055       | 195,000               | 352,600                  | 352,600                   | 357,578                | 4,978              | 101.41%                  |
| 12/01/2056       | 225,000               | 374,800                  | 374,800                   | 379,272                | 4,472              | 101.19%                  |
| 12/01/2057       | 235,000               | 375,800                  | 375,800                   | 379,272                | 3,472              | 100.92%                  |
| 12/01/2058       | 270,000               | 401,400                  | 401,400                   | 402,269                | 869                | 100.22%                  |
| 12/01/2059       | 280,000               | 400,600                  | 400,600                   | 402,269                | 1,669              | 100.42%                  |
| 12/01/2060       | 315,000               | 424,400                  | 424,400                   | 426,645                | 2,245              | 100.53%                  |
| 12/01/2061       | 325,000               | 421,800                  | 421,800                   | 426,645                | 4,845              | 101.15%                  |
| 12/01/2062       | 365,000               | 448,800                  | 448,800                   | 452,483                | 3,683              | 100.82%                  |
| 12/01/2063       | 380,000               | 449,200                  | 449,200                   | 452,483                | 3,283              | 100.73%                  |
| 12/01/2064       | 425,000               | 479,000                  | 479,000                   | 479,872                | 872                | 100.18%                  |
| 12/01/2065       | 440,000               | 477,000                  | 477,000                   | 479,872                | 2,872              | 100.60%                  |
| 12/01/2066       | 485,000               | 504,400                  | 504,400                   | 508,905                | 4,505              | 100.89%                  |
|                  | 5,320,000             | 10,060,400               | 10,060,400                | 10,141,806             | 81,406             |                          |

## **EXHIBIT H**

### **Form - Intergovernmental Agreement**

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
THE CITY OF FORT LUPTON, COLORADO  
AND  
COYOTE CREEK METROPOLITAN DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (this “**Agreement**”) by and between the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado (“**City**”), and COYOTE CREEK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The City and the District are collectively referred to as the Parties.

**RECITALS**

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on \_\_\_\_\_, 20\_\_ (the “**Service Plan**”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the City Code; and

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**COVENANTS AND AGREEMENTS**

A. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform homeowners’ association functions for the property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

B. Maintenance of City-owned Streets, Parks, and Open Space. The District shall provide snow-removal services within the District Boundaries on City-owned streets that are not arterial or collector roads, as more particularly set forth in the Maintenance IGA defined by and required by the Service Plan. In addition, the District shall operate and maintain City-owned parks

and open spaces within the District Boundaries, including, but not limited to, irrigation services, turf, tree, and shrub care and, as necessary, replacement, lawn mowing and maintenance, and removal of litter, as more particularly set forth in the Maintenance IGA. The District shall approve and execute the Maintenance IGA immediately after completion of the construction of the street and/or parks and open space improvements and prior to performing the required maintenance. Failure to timely approve and execute the Maintenance IGA shall constitute a material modification of the Service Plan.

C. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

D. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

To the extent any portion of the Debt is to be issued through a private placement to which Section 32-1101(7)(a), C.R.S., would apply (the "**Interest Rate Restricted Debt Portion**"), the requirements of such Section shall apply to determine the interest rate on the Interest Rate Restricted Debt Portion of the Debt. Such Debt shall expire and be forgiven by no later than 20 years after the initial date of issuance of the Debt, unless otherwise provided pursuant to an intergovernmental agreement with the City. The interest rate on such Debt shall not exceed the amounts set forth in Sections 32-1101(7)(a) and (b), C.R.S., and interest on such Debt shall bear interest at a simple rate and shall not compound.

E. Inclusion Limitation. The District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the City.

F. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

G. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

H. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

I. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

J. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

K. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

L. Bankruptcy Limitation. All of the limitations contained in the Service Plan have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

1. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

2. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

M. Maximum Debt Mill Levy.

1. The “Maximum Debt Mill Levy” of the District, which shall be subject to the Mill Levy Adjustment (as defined in the Service Plan), shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 55.000 mills for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District’s assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not

be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District's Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.

2. The "Maximum Operation and Maintenance Mill Levy" of the District, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 55.000 mills until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the Debt service mill levy imposed for Debt, shall not exceed 70.000 mills, which combined mill levy limit shall be subject to a Mill Levy Adjustment ("Maximum Aggregate Mill Levy"). The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

3. For purposes of the foregoing, once Debt has been determined to be within VI.C.1, above, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. "Minimum Criteria" shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District's electorate; (4) do not allow for the acceleration of Debt as a remedy against the District; and (5) issued in compliance with the applicable requirements of Section 321-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under this Agreement.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest. The interest rate on such Debt shall not exceed the amounts set forth in Sections 32-1101(7)(a) and (b), C.R.S., and interest on such Debt shall bear interest at a simple rate and shall not compound. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when bonds are issued by the District or shall be subordinate to any District debt, and only the Developer will hold the instruments evidencing such advances or financing. Such Debt shall expire and be forgiven by no later than 20 years after the initial date of issuance of the Debt, unless otherwise provided pursuant to an intergovernmental agreement with the City.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

N. Dissolution. The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.*, C.R.S., if the City files an application with the District no sooner than ten (10) years after the date of organization of the District for dissolution pursuant to Section 32-1-701 (3), C.R.S., provided that the District has no outstanding debt or outstanding operation and maintenance responsibilities at the time of the request.

O. Meeting Agenda/Annual Report. The District shall deliver a copy of the agenda for every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting; however, in the event Section 19-5(c)(1)j of the Municipal Code is amended to change the timeframe for this advanced notice requirement, this Agreement and the Service Plan shall be automatically updated to a corresponding timeframe without further action of the City Council. The District shall be responsible for submitting an annual report to the City no later than October 1<sup>st</sup> of each year following the year in which the Order and Decree creating the District has been recorded.

P. Material Modification and City Fees.

1. Material Modification. Actions of the District which violate the limitations set forth in Sections A-N above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the



Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

2. City Fees. The Parties acknowledge and agree that the City incurs fees and costs for the review and administration of District compliance materials and for special requests made by the District on a periodic basis. All review fees and costs incurred by the City on an annual basis will be billed to the District for payment, which payment shall be made to the City in full within thirty (30) days of the dated invoice.

Q. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Coyote Creek Metropolitan District  
c/o McGeady Becher Cortese Williams P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203  
Attn: Paula Williams  
Phone: (303) 592-4380  
Email: [legalnotices@specialdistrictlaw.com](mailto:legalnotices@specialdistrictlaw.com)

To the City:

City of Fort Lupton  
130 South McKinley  
Fort Lupton, CO 80621  
Attn: Chris Cross  
Phone: (720) 466-6103  
Fax: (303) 857-0351  
Email: [CCross@Fortluptonco.gov](mailto:CCross@Fortluptonco.gov)

With a Copy to:

White Bear Ankele Tanaka & Waldron, P.C.  
2154 East Commons Avenue, Suite 2000  
Centennial, CO 80122  
Attention: Jennifer Gruber Tanaka, Esq.  
Phone: (303) 858-1800  
Fax: (303) 858-1801  
Email: [jtanaka@wbapc.com](mailto:jtanaka@wbapc.com)

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

R. Amendment. This Agreement may be amended or terminated in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

S. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

T. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

U. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

V. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

W. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

X. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

Y. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

Z. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

AA. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

COYOTE CREEK METROPOLITAN DISTRICT

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

CITY OF FORT LUPTON, COLORADO

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

**EXHIBIT I**  
**Form of Maintenance IGA**

**MAINTENANCE SERVICES AGREEMENT**  
(Snow Removal and Park and Open Maintenance Services)  
**COYOTE CREEK**

This **MAINTENANCE SERVICES AGREEMENT**, including any and all exhibits attached hereto (the “**Agreement**”), is made and entered as of this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the **CITY OF FORT LUPTON**, a municipal corporation of the State of Colorado (the “**City**”), and the **COYOTE CREEK METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The City and the District are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on \_\_\_\_\_ (the “**Service Plan**”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental maintenance agreement between the City and the District; and

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City has established a *Snow/Ice Removal with Level Service Policy*, dated November 29, 2017 (the “**Policy**”); and

WHEREAS, the City and the District desire to keep City-owned property within District Boundaries safe, clean, orderly, and beautified; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**COVENANTS AND AGREEMENTS**

A. Scope of Services: Snowplowing. The District shall provide snow-removal services (the “**Services**”) within District Boundaries on City-owned streets that are not arterial or collector roads (the “**Streets**”), which Streets are depicted on the map attached hereto as **Exhibit A** and incorporated herein by this reference. The District shall perform the Services (a) in a professional manner, to the satisfaction of the City, using the degree of skill and knowledge customarily employed in the performance of such services; (b) in a timely manner to ensure the upkeep and safe use of the Streets; and (c) using reasonable efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District.

Further, the District shall comply with the Ft. Lupton Municipal Code, the Policy, and any other applicable municipal regulations and ordinances in performing the Services.

B. Scope of Services: Parks and Open Space. The District shall operate and provide maintenance and upkeep services (“**Maintenance**”) within District Boundaries on City-owned parks and open space (the “**Parks**”), which Parks are depicted on the map attached hereto as **Exhibit B** and incorporated herein by this reference. Maintenance of the Parks includes but is not limited to irrigation services; turf, tree, and shrub care and, as necessary, replacement; lawn mowing and maintenance; and removal of litter. The District shall perform the Maintenance (a) in a professional manner, to the satisfaction of the City, using the degree of skill and knowledge customarily employed in the performance of such services; (b) in a timely manner to ensure the health and beauty of all vegetation in the Parks; and (c) using reasonable efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District.

C. Independent Contractor. For purposes of this Agreement, the District is an independent contractor, and nothing in this Agreement shall constitute or designate the District or any of its employees or agents as employees or agents of the City. The District may select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the City, and shall be responsible for supervising its own employees or subcontractors. The City is concerned only with the results to be obtained. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the District or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions, insurance contributions (e.g., FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The District shall be responsible for the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the District will be deemed employees or sub-contractors of the District and will not for any purpose be considered employees or agents of the City. The District is not entitled to worker’s compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the District or some other entity other than the City, and the District is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.

D. Equal Opportunity/Employment Eligibility. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the District represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

E. Insurance Requirements.

1. The District shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the City may carry, and any insurance maintained by the City shall be considered excess. The City may verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.

2. Prior to commencing any work under this Agreement, the District shall provide the City with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the District subcontracts any portion(s) of the Services or Maintenance, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the City and the District; provided, however, that sub-contractors of the District shall not be required by the City to provide coverage in excess of that which is required hereunder of the District. If the coverage required expires during the term of this Agreement, the District or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

3. The District's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the District's liability under any provision in this Agreement. The District shall be responsible for the payment of any deductibles on issued policies.

F. Indemnification. To the extent permitted by law, the District shall indemnify and hold harmless the City, its directors, officers, contractors, employees, agents, and consultants (collectively, the "**City Indemnitees**"), from any and all injuries, damages, causes of actions or claims which result from negligence on the part of the District, its agents, or employees under the Agreement. Insurance coverage requirements specified in this Agreement will in no way lessen or limit the liability of the District under the terms of this indemnification obligation. The District shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section F. This defense and indemnification obligation will survive the expiration or termination of this Agreement.

G. Assignment. The District shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the City. Any attempted assignment of this Agreement in whole or in part with respect to which the City has not consented, in writing, shall be null and void and of no effect whatsoever.

H. Sub-Contractors. The District is solely and fully responsible to the City for the performance of all Services and Maintenance in accordance with the terms set forth in this Agreement, whether performed by the District or a subcontractor engaged by the District, and neither the City's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the District's duties, liabilities, or obligations under this Agreement. The District agrees that each and every agreement of the District with any subcontractor to perform Services or Maintenance under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement, holding the City harmless for the acts of the subcontractor. Prior to commencing any Services or Maintenance, a subcontractor shall provide evidence of insurance coverage to the City in accordance with the requirements of this Agreement. The District further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

I. Material Modification. Actions of the District which violate the limitations set forth in Sections A-H above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

J. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Coyote Creek Metropolitan District  
c/o McGeady Becher Cortese Williams P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203  
Attn: Paula Williams



Phone: (303) 592-4380  
Email: [legalnotices@specialdistrictlaw.com](mailto:legalnotices@specialdistrictlaw.com)

To the City:

City of Fort Lupton  
130 South McKinley  
Fort Lupton, CO 80621  
Attn: Chris Cross  
Phone: (720) 466-6103  
Fax: (303) 857-0351  
Email: [CCross@Fortluptonco.gov](mailto:CCross@Fortluptonco.gov)

With a Copy to:

White Bear Ankele Tanaka & Waldron, P.C.  
2154 East Commons Avenue, Suite 2000  
Centennial, CO 80122  
Attention: Robert Rogers, Esq.  
Phone: (303) 858-1800  
Fax: (303) 858-1801  
Email: [rrogers@wbapc.com](mailto:rrogers@wbapc.com)

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

K. Amendment. The Parties may amend or terminate this Agreement in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

L. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

M. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

N. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

O. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

P. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

Q. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

R. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

S. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

T. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

COYOTE CREEK METROPOLITAN DISTRICT

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

CITY OF FORT LUPTON, COLORADO

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

**EXHIBIT A**  
Map of Streets

**EXHIBIT B**  
Map of Parks and Open Space

## EXHIBIT C

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section E of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of District involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:

- premises operations;
- personal injury liability without employment exclusion;
- limited contractual;
- broad form property damages, including completed operations;
- medical payments;
- products and completed operations;
- independent consultants coverage;
- coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

**This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

**EXHIBIT C-1**  
Insurance Certificate(s)

**EXHIBIT J**

**City Council Resolution of Approval of Service Plan**



**RESOLUTION NO. 2025R\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT  
LUPTON, COLORADO APPROVING THE SERVICE PLAN FOR THE  
COYOTE CREEK METROPOLITAN DISTRICT AND APPROVING  
THE INTERGOVERNMENTAL AGREEMENT**

**WHEREAS**, pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan (the “**Service Plan**”) for the Coyote Creek Metropolitan District (the “**District**”) has been submitted to the City Council (the “**Council**”) of the City of Fort Lupton, Colorado (the “**City**”); and

**WHEREAS**, §32-1-204.5, C.R.S., as amended, provides that no special district shall be organized within the boundaries of the City except upon adoption of a resolution of the Council approving the Service Plan of the District; and

**WHEREAS**, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Council held a public hearing on the Service Plan for the District on \_\_\_\_\_; and

**WHEREAS**, notice of the hearing before the Council was duly published in the *Fort Lupton Press*, a newspaper of general circulation within the City, on \_\_\_\_\_, 20\_\_, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and Title 32 district that has levied an *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

**WHEREAS**, the Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

**WHEREAS**, the Council finds that the Service Plan should be approved unconditionally, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended; and

**WHEREAS**, the Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the “**IGA**”) with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District.

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

- I. The City Council has jurisdiction to hear this matter.
- II. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, related to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.
- III. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and

that evidence satisfactory to the Council of each of the following was presented with respect to the District:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.

B. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.

C. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries.

D. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

E. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City and each municipality which is an interested party under §32-1-204, C.R.S.

G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

H. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area;

I. The creation of the proposed District will be in the best interests of the area proposed to be served; and

J. The Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§32-1-201, *et seq.*, C.R.S.

IV. The Council hereby approves the Service Plan for the District as submitted. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.

V. The Council hereby approves the IGA. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

VI. This Resolution shall be filed in the records of the City and a copy thereof submitted to the District.

VII. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

**INTRODUCED, READ AND PASSED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF FORT LUPTON,**

By: \_\_\_\_\_  
Zo Stieber, Mayor

ATTEST:

By: \_\_\_\_\_  
Mari Peña, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Andrew Ausmus, City Attorney

**RESOLUTION NO. 2025Rxxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO APPROVING  
THE SERVICE PLAN FOR THE COYOTE CREEK METROPOLITAN DISTRICT AND APPROVING THE  
INTERGOVERNMENTAL AGREEMENT**

**WHEREAS**, pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan (the “**Service Plan**”) for the Coyote Creek Metropolitan District (the “**District**”) has been submitted to the City Council (the “**Council**”) of the City of Fort Lupton, Colorado (the “**City**”); and

**WHEREAS**, §32-1-204.5, C.R.S., as amended, provides that no special district shall be organized within the boundaries of the City except upon adoption of a resolution of the Council approving the Service Plan of the District; and

**WHEREAS**, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Council held a public hearing on the Service Plan for the District on January 21, 2025; and

**WHEREAS**, notice of the hearing before the Council was duly published in the Denver Post on December 27, 2024 and the *Fort Lupton Press* on January 2, 2025, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and Title 32 district that has levied an *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

**WHEREAS**, the Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

**WHEREAS**, the Council finds that the Service Plan should be approved unconditionally, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended; and

**WHEREAS**, the Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the “**IGA**”) with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District.

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

- I. The City Council has jurisdiction to hear this matter.
- II. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, related to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.

III. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the Council of each of the following was presented with respect to the District:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.

B. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.

C. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries.

D. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

E. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City and each municipality which is an interested party under §32-1-204, C.R.S.

G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

H. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area;

I. The creation of the proposed District will be in the best interests of the area proposed to be served; and

J. The Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§32-1-201, *et seq.*, C.R.S.

IV. The Council hereby approves the Service Plan for the District as submitted. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.

V. The Council hereby approves the IGA. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

VI. This Resolution shall be filed in the records of the City and a copy thereof submitted to the District.

VII. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

**INTRODUCED, READ AND PASSED** this 21st day of January, 2025.

**CITY OF FORT LUPTON,**

\_\_\_\_\_  
Zo Hubbard, Mayor

ATTEST:

\_\_\_\_\_  
Maricela Peña, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Andrew Ausmus, City Attorney



### **SUBJECT FOR DISCUSSION**

Approve a Resolution for an Application for a Special Use Permit for a Metallurgical Services Company to Operate from and Existing Accessory Building, Accessory to the Primary Residence of the Property, Known as the ADS Test Metals Special Use Permit

### **SUMMARY STATEMENT/BACKGROUND DISCUSSION**

Gary Rhodes from Galloway, as the representative for ADS Test Metals (the “Applicants”) have submitted a request for a Special Use Permit so they may operate their business equipment on site, accessory to the primary residence that exists on site as well. The business is proposed to only operate within the accessory structure and shall meet all zone district operation standards.

The site is located at 4200 County Road 19 on Parcel No. 146910300016 (Legal Description: PT S2SW4 10-1-67 LOT A REC EXEMPT RECX17-0199) of the Zadel Subdivision. The accessory structure is more or less 8,304 Sq Ft, and the site is approximately 15.720 acres more or less and is approximately 1882 feet east of CR 19 via an access easement and approximately 435 feet north of CR 10..

### **FINANCIAL CONSIDERATIONS**

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

### **LEGAL/POLITICAL CONSIDERATIONS**

All notification requirements have been met, including publication of the legal notice in the Fort Lupton Press, mailing of public hearing notices to adjacent property owners within 300 feet, and posting of the hearing on the site

### **ALTERNATIVES/OPTIONS**

The City Council has the following options for this request:

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

### **STAFF RECOMMENDATIONS**

Staff and Planning Commission recommend approval of the proposed Resolution.

#### **Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**Attachments:**

- a. Proposed Resolution
- b. Planning Commission Resolution 2025-001
- c. Planning Commission Minutes
- d. Staff Report
- e. Project Narrative
- f. Special Use Permit Sheets
- g. Legal Notifications



**RESOLUTION NO. 2024RXXX**

**A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING A SPECIAL USE PERMIT FOR A METALLURGICAL COMPANY, KNOWN AS THE ADS TEST METALS SPECIAL USE PERMIT, ON A PROPERTY LOCATED IN A PART OF THE SOUTH WEST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.**

**WHEREAS**, the Planning Commission held a public hearing on January 9<sup>th</sup>, 2025, for the purpose of reviewing the application from ADS Test Metals for a special use permit for a metallurgical services company accessory to the primary residence on the property; and

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

**WHEREAS**, the City Council held a public hearing to consider and review the request for the special use permit on January 21<sup>st</sup>, 2025; and

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

**WHEREAS**, all legal requirements for the public hearing have been met, including publication of the legal notice in the Fort Lupton Press, mailing of public hearing notices to adjacent property owners within 300 feet, and posting of the hearing on the site; and

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

1. Prior to recording the special use permit map
  - a. Applicant shall adequately address all comments and red lines on sheets.
  - b. Applicant shall adequately acknowledge all comments from Central Weld County Water District.
  - c. Applicant shall adequately acknowledge all comments from the City of Dacono.
  - d. Applicant shall adequately acknowledge all comments from United Power.

- e. Applicant shall adequately acknowledge all comments from Weld County Oil & Gas Department.
  - f. Applicant shall adequately acknowledge all comments from Xcel Energy.
  - g. Applicant shall adequately address all comments from the Fort Lupton Fire Protection District.
2. The following notes shall be added to the Special Use Permit Map:
- a. The site shall maintain compliance with all applicable local, state and federal permits.
  - b. Any odors or other nuisance produced by any part of the site shall be mitigated using Best Management Practices.
  - c. The City reserves the right to reevaluate traffic impacts in the future if there is an increase from what was represented to the City in evaluating the site plan.
  - d. Dead and dying landscape material shall be replaced at the earliest reasonable date.
  - e. The property shall be maintained to the curb, or roadway if no curb exists.
  - f. Any new use, change of use or continued use if there is a change of ownership, shall be submitted to the City for review prior to start of operations.
3. Prior to the release of building permits:
- a. One printed set of the special use permit map shall be submitted to the Community Development Office for Recording.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 21<sup>st</sup> DAY OF JANUARY 2025.**

City of Fort Lupton, Colorado

---

Zo Hubbard, Mayor

Attest:

---

Maricela Peña, City Clerk

Approved as to form:

---

Andy Ausmus, City Attorney



**ADS TEST METALS SPECIAL USE PERMIT STAFF REPORT**  
**PROJECT NO. SUP24-005**

**PROJECT DESCRIPTION**

Project No.: SUP24-005

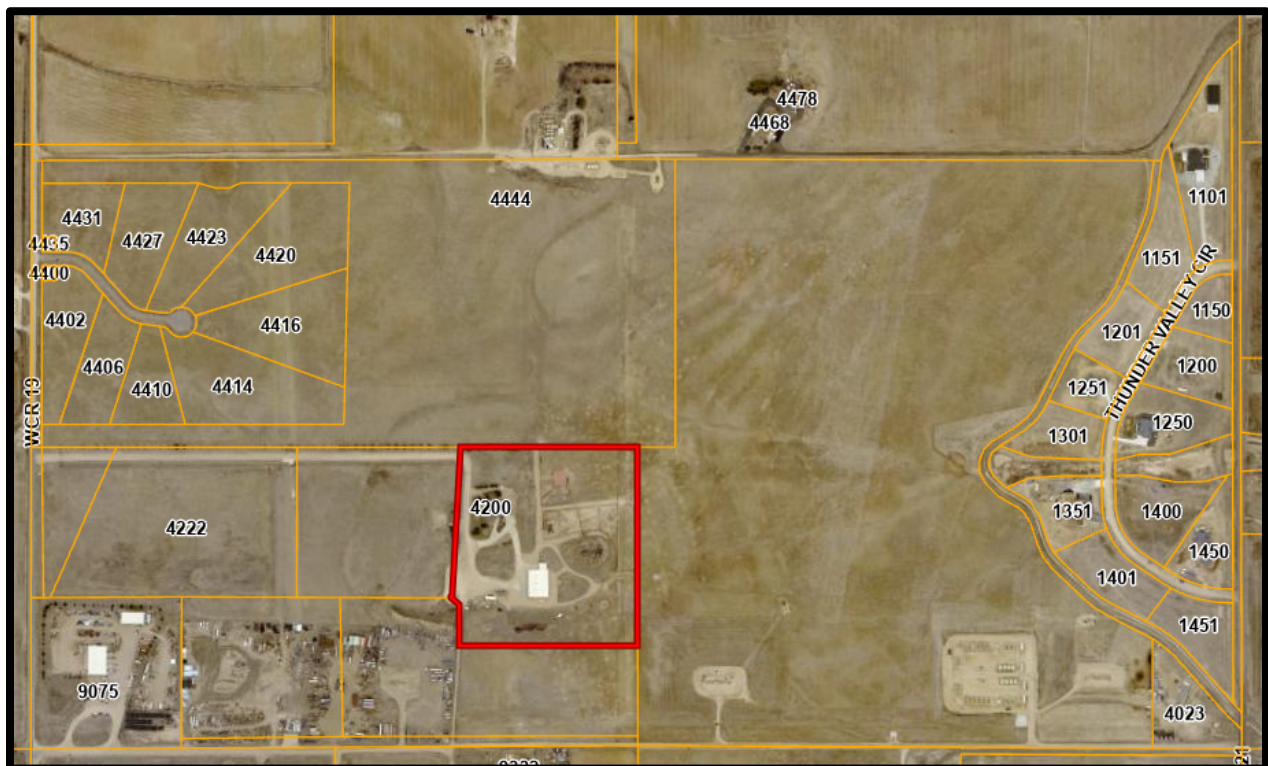
Project name: ADS Test Metals

Owner's Name: ADS Test Metals, LLC (Under Contract)

Representative: Gary Rhodes (Galloway & Company)

Location of Request:

The site is located at 4200 CR 19, Fort Lupton CO, 80621, and consists of one parcel ([Parcel No. 146910300016](#)) located approximately 1882 feet east of CR 19 via an access easement and approximately 435 feet north of CR 10.



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

Nature of Request:

The Applicants have submitted a request for a Special Use Permit application. The proposed Special Use Permit would allow for the company Test Metals (Colorado Metallurgical Services, Inc) to operate within the existing detached garage (identified as 'building 1' in the SUP Sheets). The garage is approximately 8,304 Sq Ft, and the business's operations include mechanical testing, machining, welding testing and certification, and non-destructive evaluations (NDE). The Applicants also intend for this business to operate accessory to the primary residence on the property. These uses being used subordinately to a primary residence are not permitted by right in the Agriculture Zone District.

Site Size: Subject Property: 15.720 acres, more or less;

Proposed Zone District: 'A' Agriculture Zone District

Existing Use: The property currently has a residence.

Hearing Dates: Planning Commission – January 9<sup>th</sup>, 2025 at 6:00 PM; and  
City Council – January 21<sup>st</sup>, 2025 at 6:00 PM.

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

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

**SUMMARY OF PREVIOUS APPLICATIONS**

2019 – Zadel Annexation & Initial Zoning

**APPLICATION PROCESS**

The Applicant is requesting approval of a special use permit. A special use permit application is processed under Article 2.08 of the Fort Lupton Development Code.

After required public notice of the special use permit 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 special use permit. The Planning Commission's comments shall be based on the evidence presented, conformance with the Comprehensive Plan and compliance with the City's standards, regulations and policies.

The City Council shall then conduct a public hearing and evaluate the 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 Fort Lupton Development Code requires published notice of the hearings at least fifteen (15) days prior to the hearings. The Planning Commission and City Council hearings were published in the Fort Lupton Press on December 19th, 2024.

Notice of the public hearings was posted on the Property at least fifteen (15) days prior to the hearings, on December 17<sup>th</sup>, 2024.

Notice was mailed to neighbors within three-hundred (300) feet of the Property on December 23<sup>rd</sup>, 2024.

### **CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES**

A special use review requires a public hearing before the Planning Commission and City Council. The intent of the special use permit is to provide flexibility, to provide a means for setting performance standards for individual land uses and to help diversify uses within a zoning district.

Article 2.08 (B) states that a special use permit shall be reviewed according to the following conditions:

1. All criteria for site plan review in Section 2.06.B. are met.
  1. Generally.
    - a. The plan meets all applicable standards or the criteria for any discretionary approvals.
    - b. The plan does not substantially undermine any goals or objectives of the Comprehensive Plan that are applicable to the area or specific project.
    - c. The plan does not present any other apparent risks to the public health, safety or welfare of the community.
  2. Site Design and Engineering.
    - a. The plan provides safe access and internal circulation considering the site, the block and other surrounding connections, and appropriately balances vehicle, bicycle and pedestrian needs for the context.
    - b. The plan provides or has existing capacity for utilities and other required improvements to serve the proposed development.
    - c. The plan provides adequate management of storm water runoff.
    - d. The plan provides proper grading considering prevailing grades and the relationship to adjacent sites.

*Staff Comment: The Applicants have been working with City staff to comply with applicable provisions of the Code, and they have submitted all required special use permit application materials as required. The majority of the site plan for the proposed project complies with the standards set forth within the Fort Lupton Development Code. Required corrections must be adequately addressed prior to eventual approval and recording.*

*This project conforms to the objectives of the Comprehensive Plan and furthers the intent of the proposed zoning district. This proposal is otherwise determined to be consistent with the Comprehensive Plan.*

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

*Staff Comment: The Property is zoned Agriculture. Specific industrial uses are permitted in the Agriculture zone district through Special Use Permit review.*

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

*Staff Comment: The uses on this property are primarily for a rural residential dwelling. The industrial business is subordinate to said. There should not be negative impacts and all ordinances must be met, including but not limited to audible and visual nuisances. If excessive impacts occur on site not expected and not in-line with submitted reports, re-review may be required.*

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

*Staff Comment: Standard building permit review shall occur, including but not limited to review by the Building Official and the Fort Lupton Fire Protection District.*

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

*Staff Comment: A limited time period is not an applicable criteria to this proposal and no time criteria are being applied outside of the Municipal Code's standards around vested property rights, where relevant.*

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

*Staff Comment: The 3-Mile Plan points out that much of this region is compiled of rural residential, homesteads, farming, ranching, oil and gas facilities, gravel mining, water storage, commercial, and industrial use currently make up the land uses found in the area identified as Quadrant III. Fort Lupton's 2024 3-Mile Plan designates much of the area is dry agricultural, irrigated agricultural and riparian lands. Should the City of Fort Lupton ever develop to the point of annexing land in this area, planning should include discussions on preserving as much open farm and ranch land as possible. If annexed, park, recreation, open space, and trail opportunities should be developed in accordance with the City of Fort Lupton Comprehensive Plan.*

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

*Staff Comment: All referral comments from agencies have been taken into account. Input will be included in any conditions of approval for the Resolution being considered by Planning Commission and City Council. Planning Department staff will ensure compliance with all conditions of approval, either as listed on the proposed Resolution, or as added by the Planning Commission or City Council.*

## CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Fort Lupton Comprehensive Plan designates this area as Agriculture and Rural Residential. Industrial uses are allowed and based on their intensity and the property's zoning, making it either not permitted, permitted, or requiring a Special Use Permit.

## REFERRALS

Referrals were provided to the list below.

Any comments received can be found at: <https://www.fortluptonco.gov/DocumentCenter/Index/920>

|                              |                                    |                                                       |
|------------------------------|------------------------------------|-------------------------------------------------------|
| City Administrator           | Building Inspector                 | OMI                                                   |
| Economic Development Manager | City Attorney                      | City Clerk                                            |
| GIS Specialist               | Development Review Engineer        | Police Chief                                          |
| Public Works Director        | Finance Director                   | Fort Lupton Fire Protection District                  |
| CDOT                         | United Power                       | Comcast                                               |
| Century Link                 | Xcel Energy                        | Intrepid Fiber                                        |
| Postmaster                   | Weld County Department of Planning | Weld County Department of Public Health & Environment |
| Weld County Public Works     | City of Dacono                     | Central Weld County Water District                    |

## RECOMMENDATION

Planning Commission recommends conditional approval of the ADS Test Metals Special Use Permit. Conditions are listed on the proposed Resolution provided to City Council.

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



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

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

## AFFIDAVIT OF PUBLICATION

State of Colorado       }  
County of Weld       } ss

This Affidavit of Publication for the Fort Lupton Press, a weekly newspaper, printed and published for the County of Weld, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 12/19/2024, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Fort Lupton Press

State of Colorado       }  
County of Arapahoe   } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 12/19/2024. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20134029363-743077

Jean Schaffer  
Notary Public  
My commission ends January 16, 2028

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

### Public Notice

#### CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a **Special Use Permit** referred to as the **ADS Test Metals SUP24-005** located at **4200 County Road 19 in Fort Lupton, Colorado**, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, January 9th, 2025, at 6:00 P.M., and before the City Council on Tuesday, January 21st, 2025, at 6:00 P.M., or as soon as possible thereafter.

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

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

**ALL INTERESTED PERSONS  
MAY ATTEND.**

#### LEGAL DESCRIPTION

**LOT A OF RECORDED EXEMPTION NO.  
1469-10-03 REC17-0199 LOCATED IN  
THE SOUTH 1/2 OF THE SOUTHWEST 1/4  
OF SECTION 10, TOWNSHIP 1 NORTH,  
RANGE 67 WEST OF THE 6TH P.M.,  
COUNTY OF WELD,  
STATE OF COLORADO.**

Legal Notice No. FLP1176  
First Publication: December 19, 2024  
Last Publication: December 19, 2024  
Publisher: Fort Lupton Press



## Planning & Building

130 S. McKinley Avenue  
Fort Lupton, CO 80621  
[www.fortluptonco.gov](http://www.fortluptonco.gov)

Phone: 720.928.4003  
Fax: 303.857.0351

### CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

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

**ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT [BIT.LY/FLDEVELOPMENT](http://BIT.LY/FLDEVELOPMENT) AND SCROLLING DOWN TO THE ROW TITLED: ADS Test Metals SUP24-005**

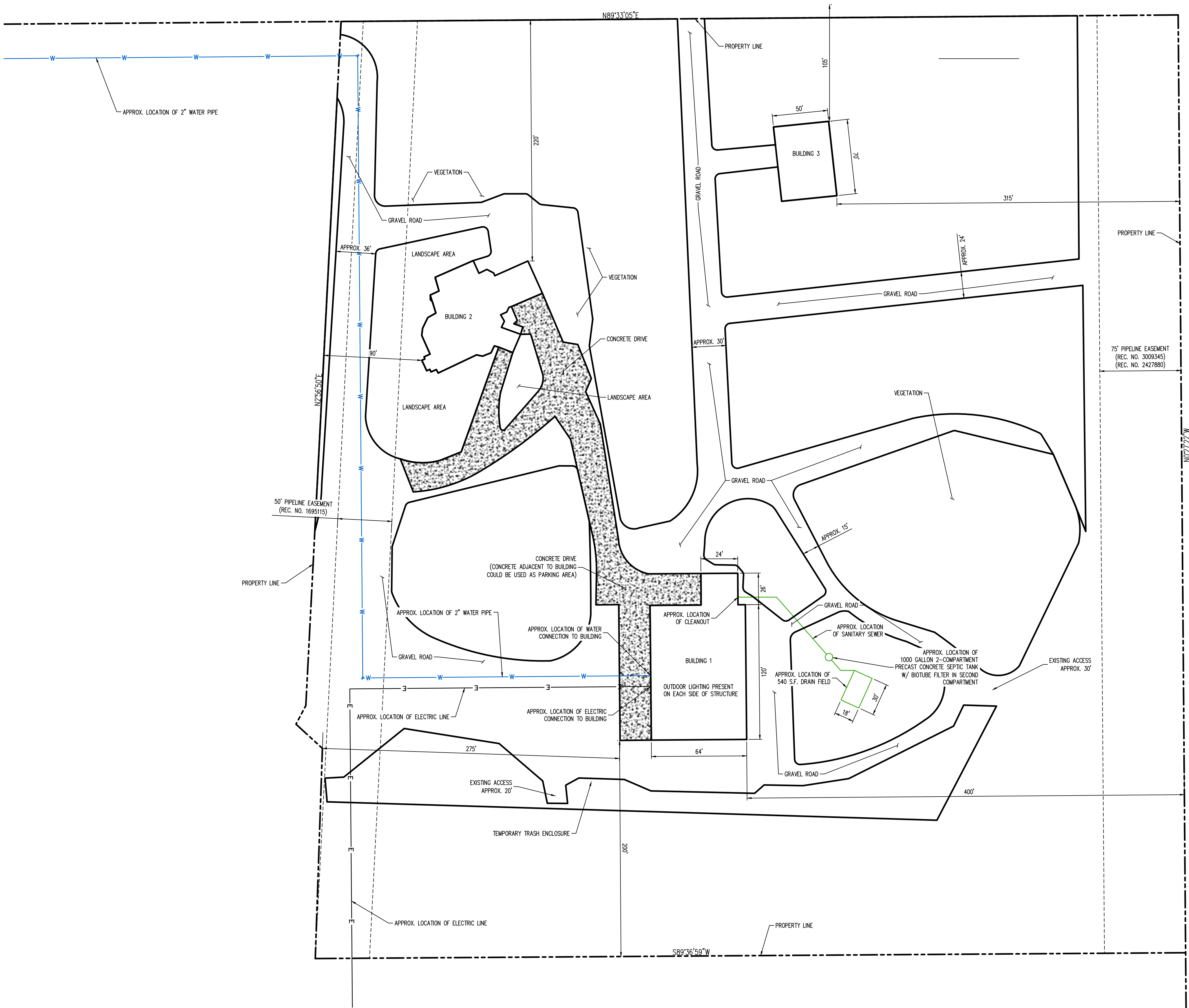
### ALL INTERESTED PERSONS MAY ATTEND

#### LEGAL DESCRIPTION

LOT A OF RECORDED EXEMPTION NO. 1469-10-03 RECX17-0199 LOCATED IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE 6<sup>TH</sup> P.M., COUNTY OF WELD, STATE OF COLORADO.

ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT [BIT.LY/FLDEVELOPMENT](https://bit.ly/fldevelopment) AND SCROLLING DOWN TO THE ROW TITLED: ADS Test Metals SUP24-005

APPROXIMATE AREAS  
SITE ~ 688,200 S.F. (15.8 AC)  
GRAVEL ROAD ~ 100,000 S.F.  
CONCRETE DRIVE ~ 20,000 S.F.  
BUILDING 1 ~ 8,300 S.F.  
BUILDING 2 ~ 7,000 S.F.  
BUILDING 3 ~ 3,500 S.F.



NOT FOR  
CONSTRUCTION

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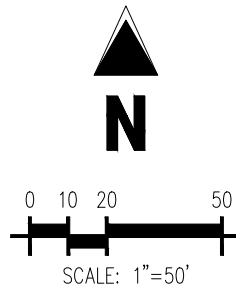


SITE DEVELOPMENT PLAN  
4200 CR 19

FORT LUPTON, COLORADO

| #  | Date | Issue / Description | Init. |
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| 19 |      |                     |       |
| 20 |      |                     |       |

Project No: CME1  
Drawn By: CMS  
Checked By: CMS  
Date: 11/05/2024  
SPECIAL USE PERMIT MAP



C1.1



---

**CERTIFICATE OF MAILING**

I, the undersigned, hereby certify that on **the 23 day of December, 2024**, a true and correct copy of the foregoing Notice of Public Hearings for the **ADS Test Metals Special Use Permit** was sent via United States Mail, postage pre-paid, to the following addresses:

|                                                         |                                                                     |                                                     |
|---------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|
| JZM LLC<br>4200 COUNTY ROAD 19<br>FORT LUPTON, CO 80621 | 4 Z INVESTMENTS LLP<br>9075 COUNTY ROAD 10<br>FORT LUPTON, CO 80621 | BONANZA ZARD LLC<br>PO BOX 27<br>ERIE, CO 805160027 |
|---------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|

  
\_\_\_\_\_  
City Official





## Planning & Building

130 S. McKinley Avenue  
Fort Lupton, CO 80621

Phone: 720.928.4003  
Fax: 303.857.0351

[www.fortluptonco.gov](http://www.fortluptonco.gov)

### Sign Posting Affidavit

ADS Test Metals

Project No. SUP24-005



Facing: County Road 19

I, Kathryn Schmidt hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 17 day of December, 2024.

Kathryn Schmidt

Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by Kathryn Schmidt this 23<sup>th</sup> day of December, 2024. Witness my hand and seal.

My commission expires 05/30/27.

[Signature]  
Notary Public

(SEAL)

MARTHA ISABEL AYALA BARRIENTOS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20234020211  
MY COMMISSION EXPIRES 05/30/2027

11/05/2024

To Whom It May Concern

Address: 1200 Dexter St Unit W13, Fort Lupton, CO 80621

RE: 4200 County Road 19 – Colorado Metallurgical Services

## Project Overview

ADS Properties, LLC intends to acquire the property at 4200 County Road 19 for dual use. The residential portion of the property will remain for residential occupancy, while the existing shop building will serve as the operational facility for Test Metals (Colorado Metallurgical Services, Inc.) Test Metals, is a family-owned business established in 1987 and operated by the current owners since 2008. Since relocating to Aurora, Colorado, in 2011, Test Metals has become a leader in the local metal testing industry, specializing in material verification, failure analysis, and welding certification.

## Proposed Use

Test Metals proposes to use the existing shop space which is currently zoned for Agriculture use to conduct their Metallurgical business operations under a special use permit. The metallurgical work that will take place at the building includes mechanical testing, machining, welding testing and certification, and non-destructive evaluation (NDE). The building requires no exterior and only minimal interior modifications to meet industry and safety standards, including the installation of interior concrete flooring in areas currently with gravel and essential life safety measures to meet code requirements.

## Operations and Staffing

The facility will operate on a standard schedule of 7:00 AM to 4:00 PM, Monday through Friday. Eight employees, including the owners who will reside in an adjacent residence, will work at this site. The team consists of dependable, credentialed professionals, many with advanced degrees and professional licenses. All work will be conducted indoors to maintain minimal noise impact for the surrounding area.

## Site Impact and Traffic

The surrounding properties are already zoned I-L, making this proposed use change compatible with neighboring properties. With only eight employees on site, Test Metals anticipates a minimal increase in traffic. Deliveries and shipments via UPS, FedEx, and similar services will occur during normal business hours, posing no significant disruption to the area.

## Commitment to Fort Lupton Community

Test Metals is committed to community involvement and looks forward to becoming an active participant in the Fort Lupton area. With a focus on sustainable operations and local engagement, the company is dedicated to fostering strong community ties and supporting economic growth. Test Metals sponsors vocational programs for graduating seniors at Prairie View High School, enabling them to earn valuable certifications in welding and enter the workforce with specialized skills. The company also supports athletic teams at Horizon High School. Additionally, Test Metals emphasizes sustainability through waste and water reduction practices across its operations.

Sincerely,

**GALLOWAY**



Gary Rhodes

Regional Architectural Team Manager

[Garyrhodes@GallowayUS.com](mailto:Garyrhodes@GallowayUS.com)



Vicinity Plan



**1** VICINITY PLAN

SCALE: 1" = 1,000



4200 COUNTY ROAD 19

LOT A OF RECORDED EXEMPTION NO. 1469-10-03 RECX17-0199 LOCATED IN THE SOUTH 1/2  
OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE 6TH P.M.  
COUNTY OF WELD, STATE OF COLORADO

SITE DEVELOPMENT PLAN

PROJECT CONTACTS

PROPERTY OWNER DEVELOPER

COLORADO METALLURGICAL SERVICES  
10605 E. 25TH AVE.  
AURORA, CO 80010  
TEL: (303) 780-6800  
CONTACT: JASON AND KATIE SCHMIDT

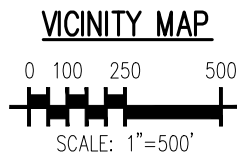
CIVIL ENGINEER

GALLOWAY & COMPANY, INC.  
5235 RONALD REAGAN BLVD., SUITE 200  
JOHNSTOWN, CO 80534  
TEL: (970) 800-3300  
CONTACT: CRISTINA M. SLATER, PE

CITY CONTACTS

PLANNING

CITY OF FORT LUPTON  
1200 DEXTER ST., UNIT W13  
FORT LUPTON, CO 80621  
TEL: (303) 857-6694  
CONTACT: ZACHARY METTLER



CERTIFICATIONS FOR SPECIAL USE PERMIT  
APPLICATIONS

PROPERTY DESCRIPTION

A parcel of land in the City of Fort Lupton, Colorado, located in the South 1/2 of the Southwest 1/4 of Section 10, T1N, R67W of the 6th P.M. and more particularly described as follows:

LOT A OF RECORDED EXEMPTION NO. 1469-10-03 RECX17-0199 LOCATED IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

OWNER'S APPROVAL

Know All Men By These Presents, that we, \_\_\_\_\_ ADS Properties, LLC \_\_\_\_\_, being the sole owner of the land described herein, and \_\_\_\_\_ First National Bank \_\_\_\_\_ are all of the mortgages and holders of liens upon the property, and each and all hereby consent to this plat and join the conveyance and dedication of all streets, roads, alleys, easements, public ways and places shown hereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

STATE OF COLORADO, )  
COUNTY OF WELD ) ss

The foregoing instrument was acknowledged before me by \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_. Witness my hand and seal.

My commission expires \_\_\_\_\_.

Notary Public

CITY ENGINEER'S APPROVAL

Approved this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

City Engineer

CITY WATER AND SEWER DEPARTMENT APPROVAL

Approved this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Director of Public Works

CITY ADMINISTRATOR'S APPROVAL

Approved this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

City Administrator

PLANNING COMMISSION RECOMMENDATION

Recommended this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Resolution No. \_\_\_\_\_.

Chairperson, Fort Lupton  
Planning Commission

MAYOR'S CERTIFICATE

This is to certify that a plat of the above-described property was approved by Resolution No. \_\_\_\_\_ of the City of Fort Lupton passed and adopted on the \_\_\_\_ day of \_\_\_\_\_, A.D., 202\_\_ and that the Mayor of the City of Fort Lupton, as authorized by said resolution on behalf of the City of Fort Lupton, hereby acknowledges and adopts the said plat upon which this certificate is endorsed for all purposes indicated thereon.

Attest: Mayor

City Clerk

(Seal)

NOT FOR  
CONSTRUCTION

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ENFORCED AND PROSECUTED.



SITE DEVELOPMENT PLAN  
4200 CR 19

FORT LUPTON, COLORADO

| #  | Date | Issue / Description | Init. |
|----|------|---------------------|-------|
| 1  |      |                     |       |
| 2  |      |                     |       |
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|-------------|------------|
| Project No: | CME1       |
| Drawn By:   | CMS        |
| Checked By: | CMS        |
| Date:       | 11/05/2024 |

COVER SHEET





APPROXIMATE AREAS  
SITE ~ 688,200 S.F. (15.8 AC)  
GRAVEL ROAD ~ 100,000 S.F.  
CONCRETE DRIVE ~ 20,000 S.F.  
BUILDING 1 ~ 8,300 S.F.  
BUILDING 2 ~ 7,000 S.F.  
BUILDING 3 ~ 3,500 S.F.

**Galloway**

5235 Ronald Reagan Blvd., Suite 200  
Johnstown, CO 80534  
970.800.3300  
GallowayUS.com

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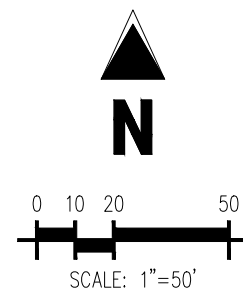
SITE DEVELOPMENT PLAN  
4200 CR 19

FORT LUPTON, COLORADO

| #  | Date | Issue / Description | Init. |
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|-------------|------------|
| Project No: | CME1       |
| Drawn By:   | CMS        |
| Checked By: | CMS        |
| Date:       | 11/05/2024 |

SITE PLAN



C1.0



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**SITE DEVELOPMENT PLAN**  
**4200 CR 19**

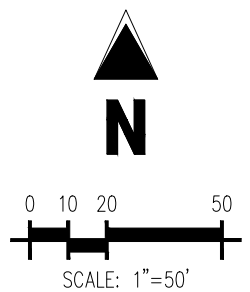
FORT LUPTON, COLORADO

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|-------------|------------|
| Project No: | CME1       |
| Drawn By:   | CMS        |
| Checked By: | CMS        |
| Date:       | 11/05/2024 |

SPECIAL USE PERMIT MAP

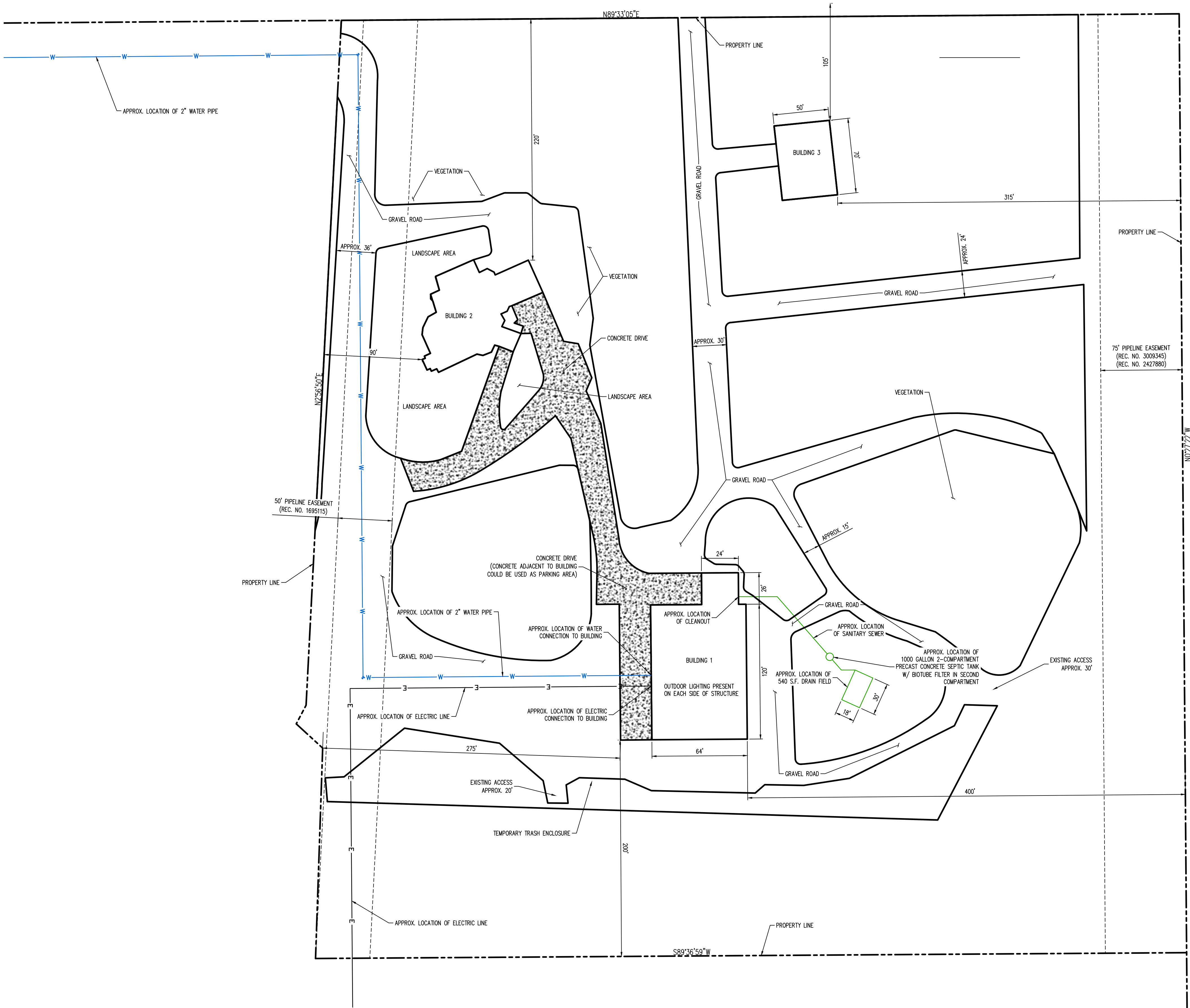
# C1.1



Know what's below.  
Call before you dig.

### APPROXIMATE AREAS

SITE ~ 688,200 S.F. (15.8 AC)  
GRAVEL ROAD ~ 100,000 S.F.  
CONCRETE DRIVE ~ 20,000 S.F.  
BUILDING 1 ~ 8,300 S.F.  
BUILDING 2 ~ 7,000 S.F.  
BUILDING 3 ~ 3,500 S.F.



**RECORD OF PROCEEDINGS  
FORT LUPTON PLANNING COMMISSION  
January 09, 2025**

The Planning Commission of the City of Fort Lupton met in session at City Hall Chambers, 130 South McKinley Avenue, the regular meeting place of the Planning Commission and virtually via GoToMeeting, on Thursday, January 09, 2025.

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

**ROLL CALL**

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

City Staff Present: Planning Director Todd Hodges, Planners Sean McDermott and Zachary Mettler and Planning Administrative Assistant Beyza Kirmizi. City Engineer David Rausch joined online via GoTo.

**APPROVAL OF AGENDA**

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

**CONSENT AGENDA**

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

**PUBLIC COMMENT**

There were no public comments.

**ACTION ITEM**

**Election of Chair and Vice-Chair**

Commissioner Kvasnicka called for motion to maintain current Chair Mike Simone. Commissioner Witmer seconded. Motion passed unanimously.

Chair Mike Simone called for motion to elect Commissioner Witmer as Vice-Chair. Commissioner Kvasnicka seconded. Motion passed unanimously.

**P2025-001 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF A SPECIAL USE PERMIT FOR A LIGHT INDUSTRIAL USE ACCESSORY TO A PRIMARY RESIDENCE, KNOWN AS THE ADS TEST METALS SPECIAL USE PERMIT**

Planner Zachary Mettler presented the item submitted by Galloway & Company for a Special Use Permit allowing for the company Test Metals to operate their business within their primary residence. The property is located at 14200 CR 19, zoned Agriculture and approximately 15.720 acres in size. The applicants are proposing to operate their metal testing business in an existing detached garage in the south side of the property. Their scope of work includes mechanical testing, machining, welding testing and certification, and non-destructive evaluations. The proposed use is secondary to the primary residence,

**RECORD OF PROCEEDINGS**  
**FORT LUPTON PLANNING COMMISSION**  
**January 09, 2025**

which is not a use-by-right in the agricultural zone district and therefore requires a special use permit. This permit is processed under Article 2.08 of the Fort Lupton Development Code. The project conforms to the objectives of the Comprehensive Plan and furthers the intent of the proposed zoning district. All notification requirements have been met.

Kathrin and Jason Schmidt, the property and business owners were present to give a presentation. Ivan Patino with Galloway & Company was also in attendance. Kathrin began the presentation by providing an overview of the company, including details about their scope of work, business hours (7:00 a.m. to 4:00 p.m.), number of employees, and noise levels at their current operational location. Additionally, she explained their safety procedures and community involvement efforts. Ivan then presented the site plan and building elevations.

Chair Simone opened up for public comments at 6:16pm.

There were no public comments.

Chair Simone closed the public comments at 6:16pm.

Chair Simone opened the hearing for commissioner comments.

Commissioners discussed:

- What their anticipated community involvement in Fort Lupton will look like

After discussion Commissioner Witmer moved to approve P2025-001 A Resolution of The Planning Commission of Fort Lupton Recommending to City Council Approval of Special Use Permit for a Light Industrial Use Accessory to a Primary Residence Known as the ADS Test Metals Special Use Permit. Commissioner Kvasnicka seconded.

Motion passed unanimously on a roll call vote.

**DISCUSSION ITEM**

**Draft Development Code Update**

Planners Sean McDermott and Zachary Mettler presented the draft for the Development Code Update. It was stated that no formal decision or approval is given tonight and that this discussion item is merely to provide general direction.

Mr. McDermott introduced minor cleanup items, including adding language to the administrative plat, reintroducing omitted sections of the preliminary plat and administrative site plan back into the code, and adding a comprehensive plan amendment section outlining the application process.

**RECORD OF PROCEEDINGS**  
**FORT LUPTON PLANNING COMMISSION**  
**January 09, 2025**

Planner Zachary Mettler introduced the new Natural Medicine section, focusing on Psilocybin and Psilocin. A brief timeline overview was provided, covering the introduction of the Natural Medicine Health Act, refinement of definitions, and the finalization of rules and regulations. Definitions for the four types of Natural Medicine businesses were briefly explained: the Healing Center, Cultivation Facility, Product Manufacturer, and Testing Facility. Mr. Mettler clarified that there is no retail component to natural medicine, emphasizing that Healing Centers operate similarly to a doctor's office by providing services rather than goods. Additional details and restrictions regarding Healing Centers were discussed, including requirements for facilitators, an overview of natural medicine services, and age restrictions for participants. Furthermore, any proposed Healing Center must meet a 1,000-foot setback from existing child care centers, schools, or residential child care facilities. Lastly, the proposed amendment to the Allowed Uses Table in the Development Code was presented. This amendment includes the four natural medicine business types and their proposed allowed uses, which range from the RO (Residential Office) zoning district to I-2 (Heavy Industrial). Operating natural medicine businesses in residential zoning districts will not be permitted.

Commissioner Witmer asked whether there were any parties currently interested in establishing a Healing Center in Fort Lupton.

Planner Mettler responded that, to the best of staff's knowledge, no entities have expressed interest at this time.

Chair Simone asked for clarification regarding the specifications of the 1,000-foot setbacks.

Planner Mettler provided a map identifying eligible parcels for a Healing Center, ineligible parcels, and the locations of existing daycares and schools that would prevent such operations.

Commissioner Witmer moved to reopen the agenda. Commissioner Kvasnicka seconded. Motion passed unanimously.

Commissioner Wiens made a motion to add "Staff Discussion" as an agenda item. Commissioner Witmer seconded. Motion passed unanimously.

Planner Sean McDermott informed the commissioners that staff is proposing a field trip in the spring to review various projects and requested their input on scheduling preferences.

**FUTURE BUSINESS**

The next Planning Commission meeting is scheduled for January 23<sup>rd</sup>, 2025.



**RECORD OF PROCEEDINGS  
FORT LUPTON PLANNING COMMISSION  
January 09, 2025**

**ADJOURNMENT**

Chair Simone moved to adjourn the meeting at 6:48 PM.  
Submitted by

---

Beyza Kirmizi  
Planning Administrative Assistant

Approved by Planning Commission

---

Mike Simone  
Chair

DRAFT

**RESOLUTION NO. P2025-001**

**A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF A SPECIAL USE PERMIT FOR A LIGHT INDUSTRIAL USE ACCESSORY TO A PRIMARY RESIDENCE, KNOWN AS THE ADS TEST METALS SPECIAL USE PERMIT, ON A PROPERTY LOCATED IN A PART OF THE NORTH WEST OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.**

**WHEREAS**, the Planning Commission held a public hearing on January 9<sup>th</sup>, 2025, for the purpose of reviewing the application from ADS Test Metals for a special use permit for a light industrial use accessory to a primary residence; and

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

**WHEREAS**, all legal requirements for the public hearing have been met including publication of the legal notice in the Fort Lupton Press, mailing of public hearing notices to adjacent property owners within 300 feet, and posting of the hearing on the site; and

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

1. Prior to recording the special use permit map
  - a. Applicant shall adequately address all comments and red lines on sheets.
  - b. Applicant shall adequately acknowledge all comments from Central Weld County Water District.
  - c. Applicant shall adequately acknowledge all comments from the City of Dacono.
  - d. Applicant shall adequately acknowledge all comments from United Power.
  - e. Applicant shall adequately acknowledge all comments from Weld County Oil & Gas Department.
  - f. Applicant shall adequately acknowledge all comments from Xcel Energy.
  - g. Applicant shall adequately address all comments from the Fort Lupton Fire Protection District.

2. The following notes shall be added to the Special Use Permit Map:
  - a. The site shall maintain compliance with all applicable local, state and federal permits.
  - b. Any odors or other nuisance produced by any part of the site shall be mitigated using Best Management Practices.
  - c. The City reserves the right to reevaluate traffic impacts in the future if there is an increase from what was represented to the City in evaluating the site plan.
  - d. Dead and dying landscape material shall be replaced at the earliest reasonable date.
  - e. The property shall be maintained to the curb, or roadway if no curb exists.
  - f. Any new use, change of use or continued use if there is a change of ownership, shall be submitted to the City for review prior to start of operations.
3. Prior to the release of building permits:
  - a. One printed set of the special use permit map shall be submitted to the Community Development Office for Recording.

**DONE THIS 9<sup>th</sup> DAY OF JANUARY, 2025, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.**

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Planning Director





**SUBJECT FOR DISCUSSION**

Approving a Resolution Accepting the Coyote Creek PUD Filing No. 6 Final Plat.

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The applicants, Lupton Land LLC. and JR Engineering have applied for approval of a Final Plat, known as the Coyote Creek PUD Filing No. 6 Final Plat. The site is located approximately .07 miles south of 9<sup>th</sup> Street and approximately .05 miles west of College Ave in the Northwest Quarter of Section 4, Township 1 North, Range 66 West of the 6th Principal Meridian, City of Fort Lupton., County of Weld, State of Colorado (the Property).

The proposed Final Plat is for a single-family detached residential subdivision that will include 83 single-family detached lots and .58 acres of common open space. Filing 6 is the final filing for the Coyote Creek Development.

This final plat is being reviewed under the final plat provisions of the municipal code in the Subdivision Regulations. Section 17-23 states that a final plat is to be reviewed by City Council, and does not require Planning Commission review. The Code requires that a subdivision improvements agreement be submitted by the applicant for review by the City Attorney and City Council. The Subdivision Improvements Agreement is being considered at a separate hearing.

**FINANCIAL CONSIDERATIONS**

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

**LEGAL/POLITICAL CONSIDERATIONS**

N/A

**ALTERNATIVES/OPTIONS**

The City Council has the following options for each request:

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

**STAFF RECOMMENDATIONS**

Staff recommends conditional approval of the Coyote Creek PUD Filing No. 5 Final Plat.

**Attachments:**

- a. Proposed Resolution
- c. Project Description
- d. Final Plat

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**RESOLUTION NO. 2025Rxxx**

**A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE FINAL PLAT OF THE COYOTE CREEK PUD FILING NO. 6 FOR A SINGLE-FAMILY DETACHED RESIDENTIAL SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.**

**WHEREAS**, JR Engineering (“Applicants”) have applied for approval of the Coyote Creek PUD Filing No. 6 Final Plat for 83 single family detached residential lots (the “Application”); and

**WHEREAS**, the Fort Lupton City Council held a public meeting on January 21, 2025, for the purpose of reviewing the Coyote Creek PUD Filing No. 6 Final Plat; and

**WHEREAS**, after review of the application for a Final Plat, and consideration of staff comments, Applicant’s presentation, and any public input, the City Council finds that the Final Plat is in conformance with the Colorado Revised Statutes, City codes and policies, and Comprehensive Plan adopted by the City; and

**NOW THEREFORE BE IT RESOLVED** that the Fort Lupton City Council reviewed the plans and supporting documentation, all referral comments and any citizen input in response to this application. Based upon review of the applicable policies and goals in the Fort Lupton Comprehensive Plan, review of the Subdivision and Zoning Regulations, an analysis of referral comments and facts presented on this date, the City Council hereby recommends approval of the Coyote Creek PUD Filing No. 6 Final Plat located in the Northwest Quarter of Section 4, Township 1 North, Range 66 West of the 6th Principal Meridian, City of Fort Lupton, County of Weld, State of Colorado.

I. Prior to recording the Final Plat:

- A. Any redlines provided by City staff shall be made to the Final Plat.
- B. A Subdivision Improvements Agreement shall be approved by City Council.

II. Prior to the start of construction:

- a. Applicant shall coordinate timing with the Coyote Creek Golf Course Manager to avoid adverse impact on course operations for any construction that requires closure of any portion of the Coyote Creek Golf Course per the Subdivision Improvements Agreement.
- b. All elevations shall be submitted for review and approval, all perimeter lots shall have a covered patio or architectural enhancement on rear façade.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 21<sup>st</sup> DAY OF JANUARY, 2025.**

City of Fort Lupton, Colorado

---

Zo Hubbard, Mayor

Attest:

---

Maricela Peña, City Clerk

Approved as to form:

---

Andy Ausmus, City Attorney

## Coyote Creek Filing No. 6 – Development Narrative

Coyote Creek Filing 6 is generally located south of 9<sup>th</sup> Street, bisected by Mountain View Avenue, in the northeast corner of the approved Coyote Creek PUD Master Development Plan and is approximately 13.6 acres in size. The approved PUD Master Development Plan has Single-Family as the approved use for PA-6 and allows for up to 83 Single-Family Dwelling Units. Coyote Creek Filing 6 is proposing 83 Single Family Detached Residential Lots on 13.6 Acres with a Gross Density of 6.2 Dwelling Units per Acre.

Also included as part of Coyote Creek Filing 6 Development are 3.1 Acres of Public Street Right-of-Way Dedication (22.6% of Total Site Area), 0.58 Acres of Common Open Space (4.3% of Total Site Area) to also be owned and maintained by the Coyote Creek Filing 6 Home Owners Association (HOA). When approved by the City the Developers of Coyote Creek Filing 6 will also be responsible to construct all the necessary Public Roads, Water, Sanitary Sewer, Storm Sewer and Gray Water Irrigation infrastructure needed to support the proposed Single Family Residential Development.



COYOTE CREEK PUD FILING NO. 6 FINAL PLAT
LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
13.609 ACRES- 84 LOTS/ 2 TRACTS
PROJECT NO. PPL2023-002

DESCRIPTION:

A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE CENTER 1/4 CORNER BY A 3-1/4" ALUMINUM CAP WITH ILLEGIBLE STAMPING IN A RANGE BOX, AND AT THE WEST QUARTER CORNER BY AN ALUMINUM CAP STAMPED "LS 13155" BEARING S89°17'03" A DISTANCE OF 2647.93 FEET AS REFERENCED TO COLORADO STATE PLANE NORTH ZONE. NAD(83).
COMMENCING AT CENTER 1/4 CORNER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;
THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 2,184.88 FEET;
THENCE DEPARTING SAID EAST LINE, S89°47'35"W A DISTANCE OF 257.27 FEET, TO THE SOUTHEASTERLY CORNER OF PARCEL M-3 DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2818583 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, AND THE POINT OF BEGINNING;
THENCE S10°27'03"W A DISTANCE OF 303.33 FEET;
THENCE S32°53'43"W A DISTANCE OF 158.20 FEET;
THENCE S86°51'57"W A DISTANCE OF 461.97 FEET;
THENCE S79°25'00"W A DISTANCE OF 194.52 FEET;
THENCE S64°21'53"W A DISTANCE OF 249.37 FEET;
THENCE N31°01'45"W A DISTANCE OF 143.23 FEET, TO A POINT OF NON-TANGENT CURVE, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF PARCEL M-4 DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2818583;
THENCE ON THE SOUTHERLY LINE OF SAID PARCEL M-4, ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S80°31'11"E, HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 07°37'51" AND AN ARC LENGTH OF 63.26 FEET, TO THE SOUTHEASTERLY CORNER OF SAID PARCEL M-4, A POINT OF NON-TANGENT;
THENCE ON THE EASTERLY LINE OF SAID PARCEL M-4 AND IT'S EXTENSION, N29°53'23"W A DISTANCE OF 489.00 FEET;
THENCE N38°09'02"E A DISTANCE OF 59.62 FEET;
S89°30'35"E A DISTANCE OF 357.71 FEET;
N87°38'10"E A DISTANCE OF 852.21 FEET, TO THE NORTHWESTERLY CORNER OF SAID PARCEL M-3;
THENCE ON THE WESTERLY LINE OF SAID PARCEL M-3, S32°52'01"E A DISTANCE OF 85.05 FEET, TO THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 592,809 SQUARE FEET OR 13.6090 ACRES.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT I/WE, MICHAEL BLUMENTHAL, BEING THE SOLE OWNER(S) OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE LAID OUT AND PLATTED UNDER THE NAME OF COYOTE CREEK PUD FILING NO.6, AND DO HEREBY DEDICATE TO THE CITY OF FORT LUPTON AND ITS LICENSEES FOR PUBLIC USE FOREVER ALL STREETS, ALLEYS, UTILITY EASEMENTS, AS WELL AS TRACT B, AS INDICATED HEREON. IN COMPLIANCE WITH THE CITY OF FORT LUPTON SUBDIVISION REGULATIONS AND BY CONTRACTUAL AGREEMENT, THE LANDOWNER(S) SHALL BEAR ALL EXPENSES INVOLVED IN IMPROVEMENTS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

ACKNOWLEDGMENT

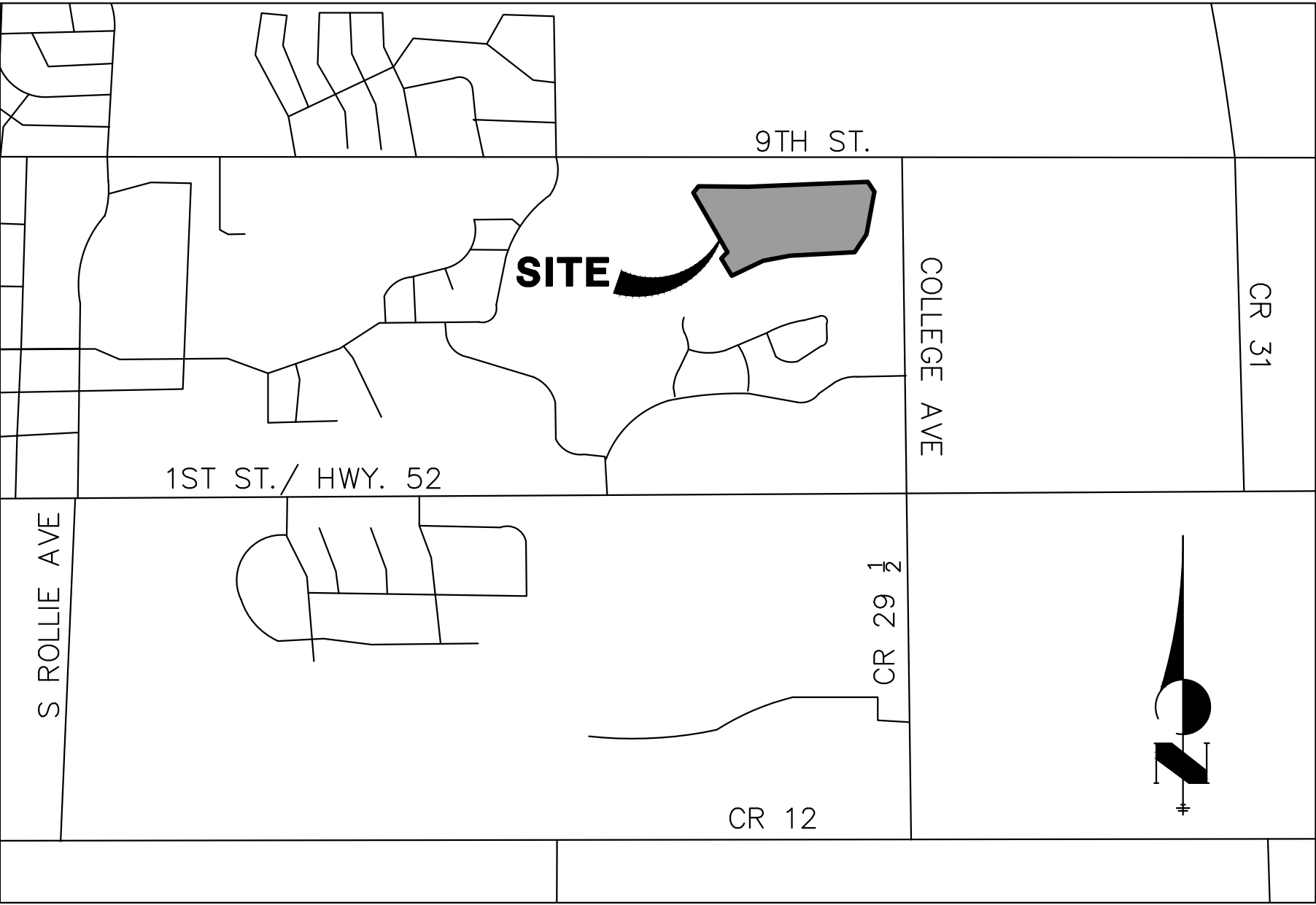
STATE OF COLORADO }
COUNTY OF WELD } SS
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES\_\_\_\_\_
NOTARY PUBLIC

OWNERS APPROVAL:

KNOW ALL MEN BY THESE PRESENTS, THAT I/WE MICHAEL BLUMENTHAL, BEING THE SOLE OWNER(S) OF THE LAND DESCRIBED HEREIN, AND ARE ALL OF THE MORTGAGEES AND HOLDERS OF LIENS UPON THE PROPERTY, AND EACH AND ALL HEREBY CONSENT TO THIS 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 \_\_\_\_\_, 201\_\_\_\_.

ACKNOWLEDGMENT

STATE OF COLORADO }
COUNTY OF WELD } SS
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES\_\_\_\_\_
NOTARY PUBLIC



VICINITY MAP SCALE: 1"=1000'

LAND SUMMARY CHART

| TYPE             | AREA (SF) | AREA (AC) | % OF TOTAL AREA |
|------------------|-----------|-----------|-----------------|
| RESIDENTIAL LOTS | 433,370   | 9.949     | 73.10%          |
| TRACTS           | 25,392    | 0.583     | 4.29%           |
| PUBLIC ROW       | 134,047   | 3.077     | 22.61%          |
| TOTAL            | 592,809   | 13.609    | 100.00%         |

TRACT SUMMARY CHART

| TRACT      | AREA (SF) | AREA (ACRES) | USE                                             | OWNERSHIP | MAINTENANCE |
|------------|-----------|--------------|-------------------------------------------------|-----------|-------------|
| Tract A    | 8,326     | 0.191        | UTILITIES, LANDSCAPE, & DRAINAGE                | CCHOA     | CCHOA       |
| Tract B    | 17,066    | 0.392        | UTILITIES, LANDSCAPE, DRAINAGE, & PUBLIC ACCESS | CCHOA     | CCHOA       |
| Total Area | 25,392    | 0.583        |                                                 |           |             |

GENERAL NOTES:

1. NOTICE: PER C.R.S. 13-80-105, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
3. PER THE BYLAWS AND RULES OF THE STATE BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, CERTIFICATION IS DEFINED AS A STATEMENT THAT INCLUDES THE FOLLOWING: (A) IS SIGNED AND/OR SEALED BY A PROFESSIONAL LAND SURVEYOR REPRESENTING THAT THE SURVEYING SERVICES ADDRESSED THEREIN HAVE BEEN PERFORMED BY THE PROFESSIONAL LAND SURVEYOR OR UNDER THE PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE. (B) IS BASED UPON THE PROFESSIONAL LAND SURVEYOR'S KNOWLEDGE, INFORMATION AND BELIEF. (C) IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. (D) IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
4. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JR ENGINEERING, LLC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY OR TITLE OF RECORD, JR ENGINEERING, LLC RELIED UPON TITLE COMMITMENT NO. NCS-1113320-CO, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED FEBRUARY 17, 2022 AT 5:00 P.M.
5. LAND DESCRIBED IN THIS PLAT IS NOT IN A F.E.M.A. FLOODPLAIN AS PER FLOOD INSURANCE RATE MAP PANEL NUMBER 08123C2110E WITH A REVISION DATE OF JANUARY 20, 2016.
6. A BLANKET EASEMENT IS HEREBY GRANTED OVER ALL OF TRACTS A, & B FOR PUBLIC UTILITIES, DRAINAGE AND LANDSCAPING.
7. UNLESS SPECIFICALLY MODIFIED BY A PUD PLAN, ALL PROVISIONS OF THE CITY'S CODE AND ADOPTED STANDARDS AND SPECIFICATIONS SHALL APPLY WITHIN PUD DISTRICTS.
8. THE UTILITY EASEMENTS ARE DEDICATED TO THE CITY OF FORT LUPTON FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATIONS FACILITIES (DRY UTILITIES). UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.

KEY CONTACTS:

OWNER:
LUPTON LAND, LLC
10221 PRESTWICK TRAIL
LONE TREE, CO 80124
ATTN: BOB QUINETTE

SURVEYOR/CIVIL ENGINEER/LANDSCAPE ARCHITECT
JR ENGINEERING
2900 SOUTH COLLEGE AVENUE, SUITE 3D
FORT COLLINS, CO 80525
ATTN: KEN MERRITT

SURVEYOR'S IMPROVEMENT CERTIFICATE

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

DATE OF SURVEY: SEPTEMBER 18, 2023



JARROD ADAMS, COLORADO PLS NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC

SURVEYORS CERTIFICATE:

I, JARROD ADAMS, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF COYOTE CREEK FILING NO. 6 WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND THIS PLAT HAS BEEN PREPARED IN COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO AT THE TIME OF THIS SURVEY WITHIN MY CONTROL, AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF



JARROD ADAMS, COLORADO PLS NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC

COYOTE CREEK FILING NO. 6
JOB NO. 16093.02
DECEMBER 2, 2024
SHEET 1 OF 3



Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com



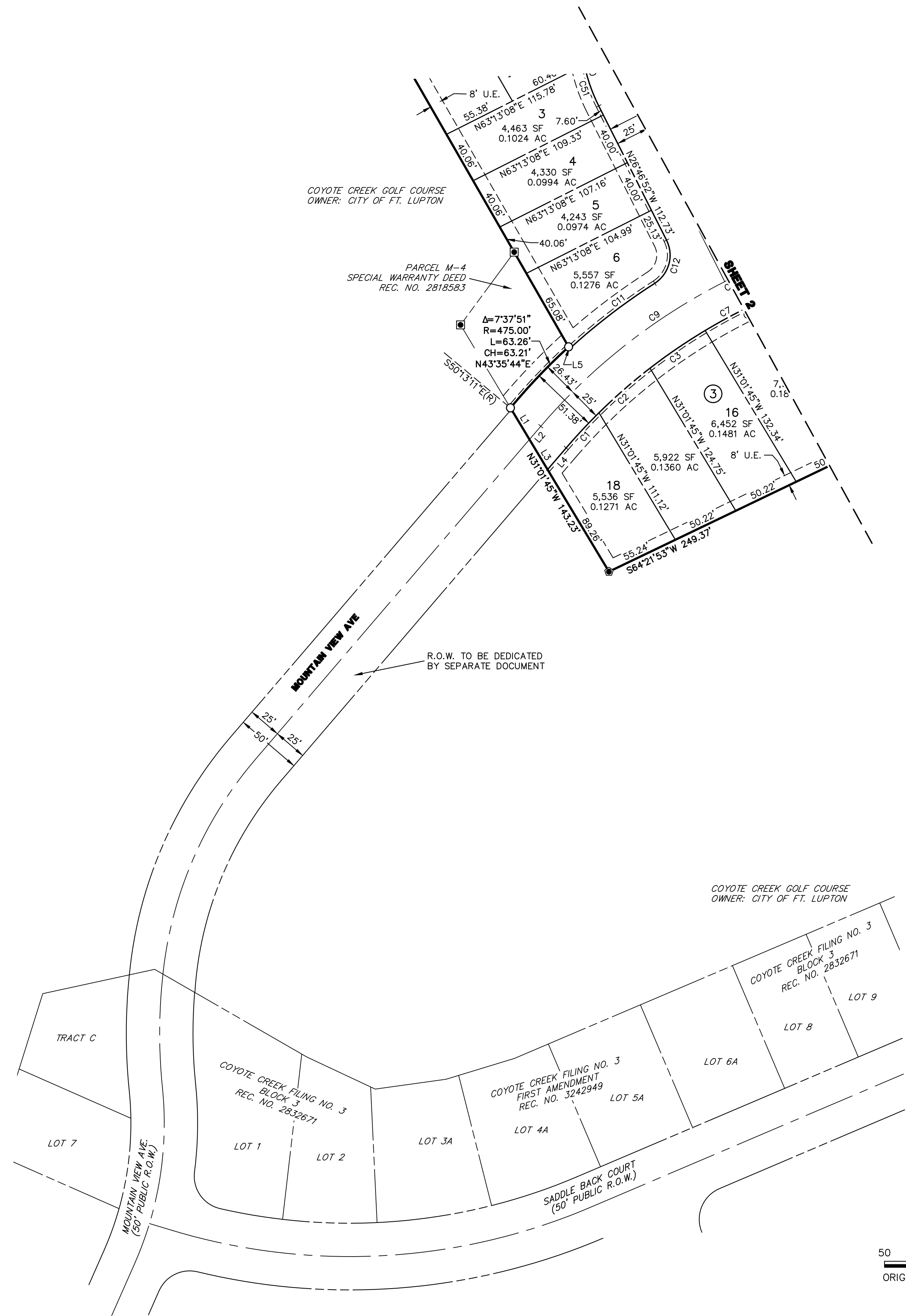
**PROJECT NO. PPL2023-002**





COYOTE CREEK PUD FILING NO. 6 FINAL PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO  
13.609 ACRES- 84 LOTS/ 2 TRACTS  
PROJECT NO. PPL2023-002



| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L1         | N31°01'45"W | 27.62'   |
| L2         | S40°35'10"W | 13.10'   |
| L3         | N31°01'45"W | 26.34'   |
| L4         | S40°35'10"W | 21.41'   |
| L5         | N29°53'23"W | 1.56'    |
| L6         | S81°22'02"W | 65.09'   |
| L7         | S81°22'02"W | 65.78'   |
| L8         | S81°22'02"W | 24.96'   |
| L9         | S81°22'02"W | 24.26'   |
| L10        | S84°45'07"W | 15.21'   |
| L11        | S84°45'07"W | 38.15'   |
| L12        | S84°45'07"W | 40.05'   |
| L13        | S84°45'07"W | 40.03'   |
| L14        | S84°45'07"W | 40.05'   |
| L15        | S84°45'07"W | 40.03'   |
| L16        | S84°45'07"W | 34.26'   |
| L17        | S87°13'40"W | 5.78'    |
| L18        | S84°45'07"W | 11.37'   |
| L19        | S87°13'40"W | 28.63'   |

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L20        | S87°13'40"W | 40.00'   |
| L21        | S87°13'40"W | 40.00'   |
| L22        | S87°13'40"W | 40.00'   |
| L23        | S87°13'40"W | 40.00'   |
| L24        | S87°13'40"W | 40.00'   |
| L25        | S87°13'40"W | 40.00'   |
| L26        | S87°13'40"W | 40.00'   |
| L27        | S87°13'40"W | 40.00'   |
| L28        | S87°13'40"W | 40.00'   |
| L29        | S87°13'40"W | 40.00'   |
| L30        | S87°13'40"W | 40.00'   |
| L31        | S87°13'40"W | 40.00'   |
| L32        | S87°13'40"W | 40.00'   |
| L33        | S87°13'40"W | 40.00'   |
| L34        | S87°13'40"W | 40.00'   |
| L35        | S87°13'40"W | 40.00'   |
| L36        | S87°13'40"W | 40.00'   |
| L37        | S87°13'40"W | 40.00'   |
| L38        | S47°47'37"W | 28.01'   |

| CURVE TABLE |           |         |         |
|-------------|-----------|---------|---------|
| CURVE       | DELTA     | RADIUS  | LENGTH  |
| C1          | 4°51'53"  | 425.00' | 36.09'  |
| C2          | 6°51'03"  | 425.00' | 50.82'  |
| C3          | 6°45'21"  | 425.00' | 50.11'  |
| C4          | 9°22'03"  | 425.00' | 69.48'  |
| C5          | 9°53'19"  | 425.00' | 73.35'  |
| C6          | 8°33'00"  | 425.00' | 63.42'  |
| C7          | 46°16'38" | 425.00' | 343.27' |
| C8          | 46°16'38" | 450.00' | 363.46' |
| C9          | 22°28'38" | 450.00' | 176.54' |
| C10         | 23°48'00" | 450.00' | 186.92' |
| C11         | 9°42'46"  | 475.00' | 80.52'  |
| C12         | 84°07'13" | 25.00'  | 36.70'  |
| C13         | 84°24'05" | 25.00'  | 36.83'  |
| C14         | 2°51'38"  | 475.00' | 23.72'  |
| C15         | 4°05'40"  | 475.00' | 33.94'  |
| C16         | 4°52'55"  | 475.00' | 40.47'  |
| C17         | 4°50'13"  | 475.00' | 40.10'  |
| C18         | 1°22'20"  | 475.00' | 11.38'  |
| C19         | 18°02'45" | 475.00' | 149.61' |
| C20         | 93°04'00" | 25.00'  | 40.61'  |
| C21         | 11°46'15" | 350.00' | 71.90'  |
| C22         | 15°19'41" | 350.00' | 93.63'  |
| C23         | 27°05'56" | 350.00' | 165.54' |
| C24         | 26°24'19" | 325.00' | 149.78' |
| C25         | 8°27'38"  | 325.00' | 47.99'  |

| CURVE TABLE |            |         |         |
|-------------|------------|---------|---------|
| CURVE       | DELTA      | RADIUS  | LENGTH  |
| C26         | 17°56'41"  | 325.00' | 101.79' |
| C27         | 10°01'52"  | 375.00' | 65.65'  |
| C28         | 72°19'56"  | 25.00'  | 31.56'  |
| C29         | 11°58'48"  | 125.00' | 26.14'  |
| C30         | 31°42'35"  | 25.00'  | 13.84'  |
| C31         | 26°48'40"  | 25.00'  | 11.70'  |
| C32         | 58°31'16"  | 25.00'  | 25.53'  |
| C33         | 39°38'55"  | 50.00'  | 34.60'  |
| C34         | 49°23'55"  | 50.00'  | 43.11'  |
| C35         | 49°23'55"  | 50.00'  | 43.11'  |
| C36         | 38°34'25"  | 50.00'  | 33.66'  |
| C37         | 177°01'11" | 50.00'  | 154.48' |
| C38         | 47°52'29"  | 25.00'  | 20.89'  |
| C39         | 10°38'46"  | 25.00'  | 4.65'   |
| C40         | 58°31'16"  | 25.00'  | 25.53'  |
| C41         | 17°16'11"  | 125.00' | 37.68'  |
| C42         | 46°26'48"  | 100.00' | 81.06'  |
| C43         | 42°46'50"  | 100.00' | 74.67'  |
| C44         | 89°13'38"  | 100.00' | 155.73' |
| C45         | 89°13'38"  | 75.00'  | 116.80' |
| C46         | 114°25'02" | 75.00'  | 149.77' |
| C47         | 59°58'37"  | 100.00' | 104.68' |
| C48         | 54°26'25"  | 100.00' | 95.02'  |
| C49         | 114°25'02" | 100.00' | 199.70' |
| C50         | 35°14'38"  | 125.00' | 76.89'  |

| CURVE TABLE |            |         |         |
|-------------|------------|---------|---------|
| CURVE       | DELTA      | RADIUS  | LENGTH  |
| C51         | 15°01'28"  | 125.00' | 32.78'  |
| C52         | 20°13'09"  | 125.00' | 44.11'  |
| C53         | 69°51'39"  | 25.00'  | 30.48'  |
| C54         | 32°06'45"  | 60.00'  | 33.63'  |
| C55         | 53°57'50"  | 25.00'  | 23.55'  |
| C56         | 21°30'24"  | 50.00'  | 18.77'  |
| C57         | 96°04'42"  | 50.00'  | 83.84'  |
| C58         | 269°59'52" | 50.00'  | 235.62' |
| C59         | 96°04'42"  | 50.00'  | 83.84'  |
| C60         | 56°20'02"  | 50.00'  | 49.16'  |
| C61         | 3°26'55"   | 50.00'  | 3.01'   |
| C62         | 33°14'15"  | 50.00'  | 29.01'  |
| C63         | 36°41'10"  | 50.00'  | 32.01'  |
| C64         | 11°29'29"  | 110.00' | 22.06'  |
| C65         | 21°16'26"  | 110.00' | 40.84'  |
| C66         | 32°45'55"  | 110.00' | 62.91'  |
| C67         | 71°11'38"  | 25.00'  | 31.06'  |
| C68         | 2°08'55"   | 125.00' | 4.69'   |
| C69         | 26°08'57"  | 125.00' | 57.05'  |
| C70         | 40°13'42"  | 125.00' | 87.76'  |
| C71         | 11°55'50"  | 125.00' | 26.03'  |
| C72         | 38°05'03"  | 85.00'  | 56.50'  |
| C73         | 3°04'00"   | 375.00' | 20.07'  |

LEGEND

- RECOVERED 1-1/2" ALUMINUM CAP  
STAMPED "LS 29036"
- 
- RECOVERED 1-1/2" ALUMINUM CAP
- 
- STAMPED "LS 13155"

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U.E.

W.E.

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\*NOTE- SEE SHEET 3 FOR LINE AND CURVE TABLES\*

COYOTE CREEK FILING NO. 6  
JOB NO. 16093.02  
DECEMBER 2, 2024  
SHEET 3 OF 3



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**SUBJECT FOR DISCUSSION**

A Resolution Approving the Subdivision Improvements Agreement Between the City of Fort Lupton and Lupton Land, LLC, for the Coyote Creek, Filing No. 6 Final Plat

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

This Subdivision Improvement Agreement was drafted for the Coyote Creek - Filing No. 6 , Case No. PPL2023-002 & Plan No. FPL2024-002 (the "Plat "), approved by City Council on January 21, 2025 by Resolution No. 2025R006, which is located south west of the Coyote Creek Drive and College Ave. intersection.

Improvements are for the construction of water, nonpotable water and sanitary sewer main extensions, roadway construction, landscape and storm drainage system improvements. Approximate cost of this agreement for construction is \$4,387,028.41.

Resolution No. 2025R006, approved by Council on January 21, 2025 requires the applicant to enter into a Subdivision Improvements Agreement.

**FINANCIAL CONSIDERATIONS**

Not Applicable.

**LEGAL/POLITICAL CONSIDERATIONS**

Not Applicable.

**ALTERNATIVES/OPTIONS**

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

**STAFF RECOMMENDATIONS**

Staff recommends approving the Subdivision Improvement Agreement

- Attachments:**
- a. Subdivision Improvement Agreement.
  - b. Resolution 2025RXXX

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**RESOLUTION NO. 2025Rxxx**

**A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE LUPTON LAND, LLC SUBDIVISION IMPROVEMENTS AGREEMENT, OF THE FOR THE COYOTE CREEK - FILING NO. 6 LOCATED IN FORT LUPTON, WELD COUNTY COLORADO**

**WHEREAS**, the City Council Resolution No. 2023R043 approved a residential subdivision known as the Coyote Creek Golf Course PUD Plan, Filing Nos. 6 January 21, 2025; and

**WHEREAS**, Developer is required to construct certain public improvements as a condition of subdivision approval for the Development; and

**WHEREAS**, the City Council finds that the Subdivision Improvement Agreement is in conformance with the Fort Lupton Land Use Plan, zoning code and is consistent with the goals and policies therein; and

**NOW THEREFORE BE IT RESOLVED** that the Fort Lupton City Council reviewed the Subdivision Improvement Agreement with supporting documentation. Based upon review of the applicable policies and goals in the Fort Lupton Land Use Plan, review of the Zoning Regulations, and analysis of staff comments, the City hereby approves the Lupton Land, LLC, Subdivision Improvement Agreement and authorizes the Mayor to sign.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 21<sup>th</sup> DAY OF JANUARY 2025.**

City of Fort Lupton, Colorado

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Zo Hubbard, Mayor

Attest:

---

Maricella Pena, MMC  
City Clerk

Approved as to form:

---

Andy Ausmus, City Attorney



Public Works Department  
130 S. McKinley Avenue Phone: 720.466.xxxx  
Fort Lupton, CO 80621 Fax: 303.857.0351  
[www.fortluptonco.gov](http://www.fortluptonco.gov)

**SUBDIVISION IMPROVEMENTS AGREEMENT  
FOR  
COYOTE CREEK FILING 6**

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

**WHEREAS**, the Developer submitted a Subdivision entitled "Coyote Creek PUD Filing 6, Case No. PPL2023-002 & Plan No. FPL2024-002 (the "Plat "), which Plat depicts the proposed project (the "Development") to be constructed by Developer on the "Subject Property"; and

**WHEREAS** a Subdivision Plat was approved by the City of Fort Lupton City Council on September January 21, 2025 by Resolution No. 2025R010 with condition of approval I.C. requiring a Subdivision Improvements Agreement; and

**WHEREAS**, Developer is required to construct certain public improvements (the "Improvements") as a condition of subdivision approval for the Development; and

**WHEREAS**, Section 16-1.01(c) of the City of Fort Lupton Municipal Code requires that a subdivision agreement for public improvements be executed by the Developer and the City and recorded in the office of the Weld County Clerk and Recorder; and

**WHEREAS**, Section 16-3(b)(2) of the City of Fort Lupton Municipal Code requires that the installation of the required public improvements be guaranteed in the form of letter of credit, cash, or other suitable means, which have been approved by the City Attorney.

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

**1.0 GENERAL CONDITIONS**

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

**1.2 Engineering and Surveying Services.** Developer agrees to furnish, at its expense, all necessary engineering and surveying services relating to the design

layout and construction of the improvements (the "Improvements") depicted on **Exhibit "A"** attached hereto and fully incorporated herein by this reference. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law, and shall conform to the City of Fort Lupton "Design Standards For Public Improvements" as of the date of submittal to the City.

1.3 **Construction Standards.** Developer shall construct all Improvements required by this Agreement, in accordance with plans and specifications approved in writing by the City, in conformance with all applicable codes and ordinances as adopted by the City, and in full conformity with the City of Fort Lupton "Specifications for the Construction of Public Improvements" applicable at the time of actual construction commences.

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

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

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



necessary repairs identified in said written notice, the City shall issue to Developer a letter of Final Acceptance.

**1.7 Testing and Inspection.**

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

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

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

(d) All work shown on the Improvements plans requires inspection by the City. Inspection services and Golf Course Superintendent, are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m. During the hours listed above and except as otherwise provided for in advance, inspections shall be scheduled a minimum of two (2) business days in advance.

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

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

Insurance and shall require faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

## 2.0 **CONSTRUCTION OF IMPROVEMENTS**

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

## 3.0 **PUBLIC IMPROVEMENTS**

### 3.1 **Public Improvements**

The Developer agrees to construct public improvements (the "Improvements") associated with each lot, within the Subdivision prior to issuance of Certificate of Occupancy, depicted on **Exhibit "A"** attached hereto and fully incorporated herein by this reference. The Developer shall be responsible for providing the City with a Security Bond or Letter of Credit guaranteeing installation of the Improvements not completed prior to application of first Building Permit. The amount shall be one hundred twenty-five percent (125%) of the estimated cost of the required Improvements. The City may accept portions of the Improvements, reducing the Security for each portion completed and accepted by the City, to no less than twenty-five percent (25%) of the actual or estimated construction costs, whichever is greater, for each completed system. Each Improvement phase shall define a system, i.e. roadways system, sewer system, water system. The remaining twenty-five percent (25%) percent for each system shall be retained to secure the Developer's warranty during the two (2) year warranty period.

### 3.2 **Offsite Infrastructure Improvements**

The Developer agrees to provide construction of certain improvements located outside of the Subdivision (the "Offsite Improvements") depicted on **Exhibit "B"** attached hereto and fully incorporated herein by this reference. Certificate of Occupancy for lots within the subdivision shall not be issued until offsite improvements are complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Offsite Improvements, or portion thereof, for improvements that do not have construction acceptance at the time of recording prior to application of the first building permit. Surety in the amount of 25% shall be provided, at the time of recording prior to application for a building permit, for improvements that have received construction acceptance under the terms of this agreement. The Offsite Improvements shall be constructed so as to coincide with

installation of the onsite infrastructure improvements for the Subdivision. The Offsite Improvements are summarized as follows:

8-foot wide golf cart paths (multiple locations) on Golf Course property.

Drainage swale (12-foot-wide) and reinforced concrete culvert to Golf Course Pond along southern property line on Golf Course property.

Storm sewer and appurtenances from the proposed detention basin on the south side of 9th Ave to approximately Twombly Elementary School. City of Fort Lupton to share 50% of total Cost in the cost to upsize the storm sewer above the required minimum 18" diameter. Cost share of 9th Street Storm Sewer is \$317,049.50

Mountain View Ave connections. [

Golf Course Tree Mitigation and Irrigation System Improvements \$150,000.00

College Avenue Improvements-Frontage along College Avenue (sidewalk, street improvements.) Cost share of College Avenue Project is \$107,800

### 3.3 **Golf Course Fee Reimbursement**

Time is of the essence in the performance of all work on Golf Course Grounds. The Golf Course anticipates the closure of 9 holes of the course while the work is underway. The golf course requires 14 days notice for any closure of holes in order to communicate to patrons of the golf course. The City shall make decisions regarding course play interruptions that ensure the fiscal stability and long-term sustainability of the Golf Course. Decisions that require prior approval by the Golf Course Director include, but are not limited to, temporary or indefinite closure of all or part of the Golf Course or the services provided at the Golf Course. Any work performed on the Golf Course should make a best effort to be completed through the "low season" of November through March. Irrigation work is strongly recommended to be undertaken outside of the irrigation season to maintain vegetation of the course. The golf course requires that the irrigation system should not be down at all in the months of May-Sept, in the months of March, April, Oct, Nov the system will only be down for a maximum of 3 consecutive days. If there are impacts to the course for irrigation improvements during the irrigation season, all removals and replacements will be borne solely by the Developer.

The parties hereto agree that the Developer is to reimburse the Golf Course for greens fees at the rates shown in the following table per day, prorated for partial months as needed, which constitute a reasonable approximation of the actual damages that city would suffer due to work performed on the golf course grounds during "low activity season" considering all of the circumstances existing on the effective date of this agreement, including the relationship of the charges to the range of harm to city that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient. each party specifically confirms the accuracy of the



## Subdivision Improvements Agreement – Coyote Creek Filing 6

statements made above and the fact that each party understands the consequences of the fee reimbursement provision at or prior to the time each executed this agreement

| Month | Ave. Rev./day 6 holes |
|-------|-----------------------|
| Jan   | \$ 1,297.53           |
| Feb   | \$ 353.60             |
| Mar   | \$ 1,142.90           |
| Apr   | \$ 5,435.87           |
| May   | \$ 10,105.55          |
| Jun   | \$ 12,788.60          |
| Jul   | \$ 11,085.16          |
| Aug   | \$ 11,774.19          |
| Sep   | \$ 9,166.67           |
| Oct   | \$ 5,870.97           |
| Nov   | \$ 1,297.53           |
| Dec   | \$ 745.66             |

3.4 **Non-Potable Water Public Improvements.** The Developer will construct non-potable water main improvements (the "NPW") for the purposes of providing raw water to the Development for landscape irrigation. Construction and probationary acceptance of the NPW shall entitle the Developer to the Raw Water Equivalents per Paragraph 6.4 of this Agreement. No tap fees shall be incurred for the NPW on any lot in the Development; however, applicable meter costs shall be applied per the current meter fee schedule at the time of building permit application for each individual lot.

### 4.0 **LANDSCAPE, PARK AND TRAIL IMPROVEMENTS**

The Developer agrees to construct certain Landscape, Park and Trail improvements located within the Subdivision (the "Landscape, Park and Trail Improvements") per the approved Plat referenced as Exhibit "C" attached hereto and fully incorporated herein by this reference, as part of the Improvements. No more than thirty- (30) building permits for lots within the development shall be issued until the Landscape, Park and Trail improvements for the development are complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Landscape, Park and Trail Improvements as shown on Exhibit "C" for improvements that do not have construction acceptance at the time of application for the thirty-first(31st) building permit. It is understood by the City that Developer may, at its sole discretion, chose to provide Landscape, Park and Trail Improvements beyond those committed to in this Agreement and depicted on Exhibit "C". City agrees that should Developer chose to provide additional improvements, said improvements shall be reviewed and approved by City staff and not subject to further approval by City Plan Commission or City Council.

## 5.0 SPECIFICATIONS.

All street improvements, curb, gutter and sidewalks and appurtenances thereto, water mains, sewer mains and stormwater improvements shall be constructed and installed so as to meet or exceed City-approved plans, specifications and the City of Fort Lupton “Specifications For Construction Of Public Improvements”. All streets within the Subdivision shall be constructed to City Standards and Specifications per the approved Construction Plans and based upon a site-specific geotechnical study and pavement design. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations. Detention pond improvements will be required at the time of construction on the site as determined by the Phase III Drainage Study submitted.

## 6.0 OTHER REQUIREMENTS

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

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

**6.3 Colorado Big Thompson (CBT) Water Shares or equivalent.** Developer agrees to dedicate to the City the appropriate water required by the applicable City Codes and regulations and deliverable to the City Water Treatment Plant within 180 days from final plat approval. The City will not receive dedication or supply water service to the project until and unless the subject property is included within the Northern Colorado Water Conservancy District and Municipal Sub-District. The Developer may, at its discretion, elect to pay cash-in-lieu to the City to satisfy the CBT water dedication requirement in accordance with City Council Resolution 2022R010. Said cash-in-lieu payments will be made on a per-lot basis within 180 days of Final Plat recordation. Dedicated CBT water shares shall remain attached to platted lots.

**6.4 Equivalent Shares.** The City herein agrees that the Developer may satisfy the CBT Water Shares or equivalent requirement of Paragraph 5.3 by bringing suitable shares of water brought free and clear of any cost for residential construction with non-potable service the City will be offering 4 single family dwelling units the equivalent will be 4 (3/4 inch ) home taps for 1 CBT share. in accordance with Resolution No. 2022R010. The development must include extension and installation of a dual water system and provide irrigation water from the City's well system.

## **7.0 MISCELLANEOUS TERMS**

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

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

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

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

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

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

DEVELOPER: Lupton Land, LLC,  
10221 Prestwick Trail  
Lone Tree, CO 80124  
Michael Blumenthal

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

**7.6 Force Majeure.** Neither party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, pandemics, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, instances affecting public health including pandemics, acts

of God or acts, omission, or delays in acting by any governmental authority. Provided, however, that the party so affected shall use reasonable efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

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

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

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

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

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



**CITY OF FORT LUPTON,**  
a Colorado municipal  
corporation

By: \_\_\_\_\_  
**Zo Hubbard**  
 Mayor

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: \_\_\_\_\_

**Notary Public**

**Lupton Land, LLC, a Colorado Limited Liability Company**

By: Michael Blumenthal  
Michael Blumenthal

STATE OF COLORADO )  
Maricopa ) SS.  
COUNTY OF WELD )

SUBSCRIBED AND SWORN to before me this                      day of January, 6<sup>th</sup> 2025  
2025, by Michael Blumenthal, Managing Partner of Lupton Land, LLC.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: 10/19/2026



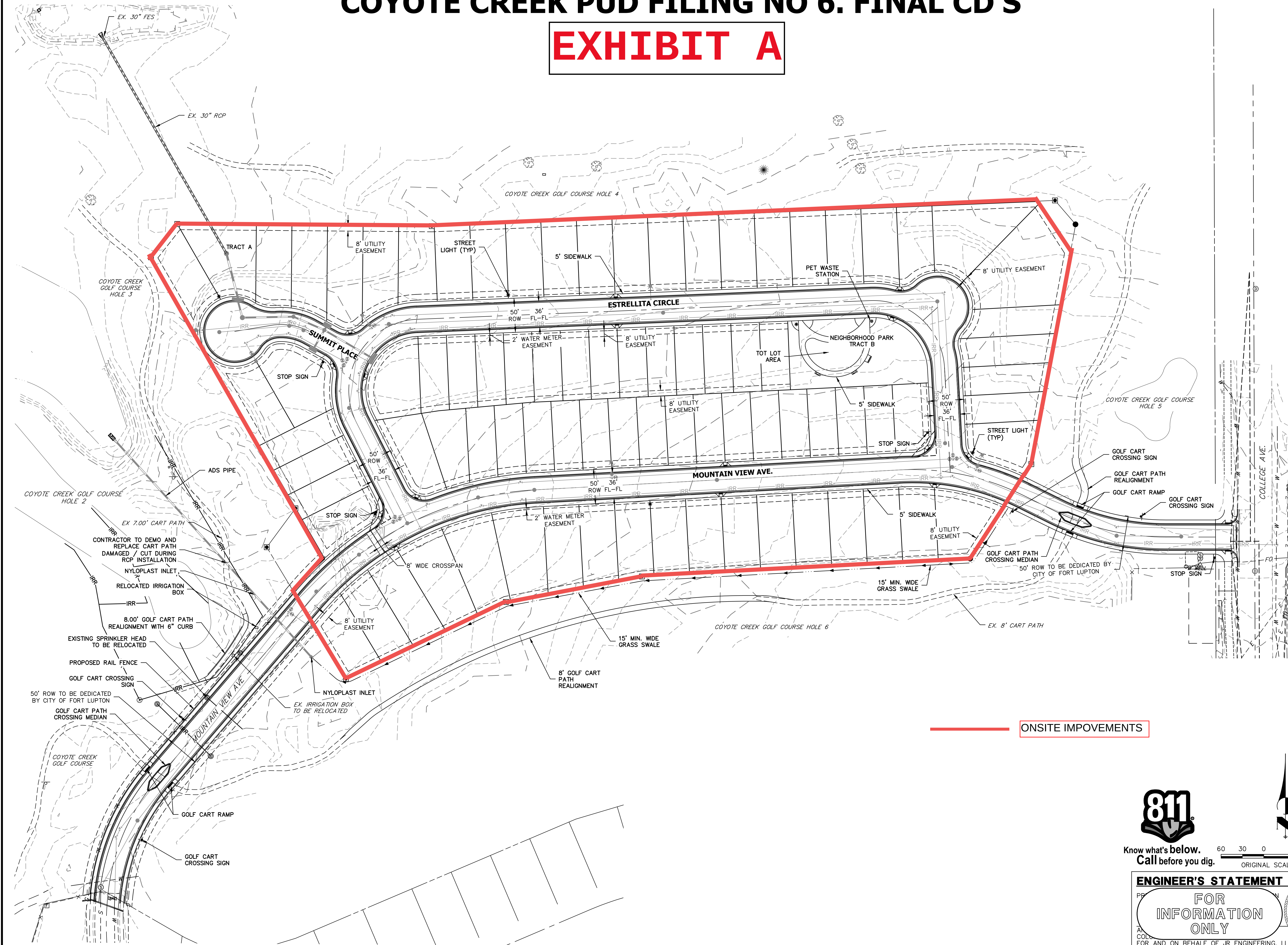
**Notary Public**

EXHIBIT A  
PUBLIC IMPROVEMENTS



COYOTE CREEK PUD FILING NO 6. FINAL CD'S

EXHIBIT A



ONSITE IMPROVEMENTS



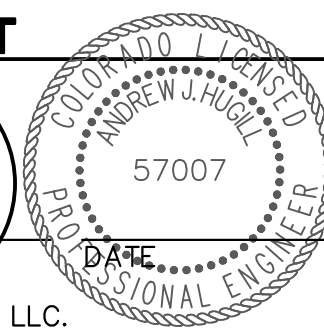
Know what's below.  
Call before you dig.

60 30 0 60 120  
ORIGINAL SCALE: 1" = 60'

ENGINEER'S STATEMENT

FOR  
INFORMATION  
ONLY

FOR AND ON BEHALF OF JR ENGINEERING, LLC.



COYOTE CREEK PUD FILING  
NO 6. FINAL CD'S

SITE PLAN

SHEET 5 OF 37

JOB NO. 16093.02

BY DATE

No. REVISION

H-SCALE 1"=60'

V-SCALE N/A

DATE 7/11/24

DESIGNED BY AJH

DRAWN BY USC

CHECKED BY

J.R. ENGINEERING  
A Western Company



Central 303-740-9888 • Colorado Springs 719-583-2583  
Fort Collins 970-491-9888 • www.jrengineering.com

PREPARED FOR  
LUPTON LAND, LLC  
10221 PRESTWICK TRAIL  
LOVE TREE, CO 80124  
BOB QUINETTE  
P-303.587.1966

UNTIL SUCH TIME AS  
THESE DRAWINGS ARE  
APPROVED BY THE  
APPROPRIATE REVIEWING  
AGENCIES, OR ENGINEERING  
APPROVES THEIR USE,  
THESE DRAWINGS ARE NOT  
DESIGNATED BY WRITTEN  
AUTHORIZATION.



Project Name: COYOTE CREEK - FILING NO. 6  
Project No.: 16093.02  
Date: 9/13/2024



## COYOTE CREEK FILING NO. 6 - QUANTITIES CALCULATIONS

### EXHIBIT A - PUBLIC IMPROVEMENTS

|                                                 | DESCRIPTION                                 | QUANTITY | UNIT        | UNIT PRICE   | COST          |
|-------------------------------------------------|---------------------------------------------|----------|-------------|--------------|---------------|
| <b>DEMO ONSITE - QUANTITIES</b>                 |                                             |          |             |              |               |
| 1                                               | REMOVAL OF GRAVEL ROAD                      | 1,237    | SY          | \$ 6.88      | \$ 8,511.16   |
| 2                                               | REMOVAL OF STORM SEWER                      | 90       | LF          | \$ 59.00     | \$ 5,310.00   |
|                                                 | <b>SUBTOTAL</b>                             |          |             |              | \$ 13,821.16  |
| <b>STORM DRAINAGE - QUANTITIES</b>              |                                             |          |             |              |               |
| 1                                               | 4' MH                                       | 1        | EA          | \$ 10,800.00 | \$ 10,800.00  |
| 2                                               | 5' MH                                       | 3        | EA          | \$ 6,103.91  | \$ 18,311.73  |
| 3                                               | 10' TYPE R INLET                            | 2        | EA          | \$ 11,621.78 | \$ 23,243.56  |
| 4                                               | 15' TYPE R INLET                            | 2        | EA          | \$ 14,061.26 | \$ 28,122.53  |
| 5                                               | 24" RCP                                     | 264      | LF          | \$ 114.35    | \$ 30,203.25  |
| 6                                               | 30" RCP                                     | 66       | LF          | \$ 138.00    | \$ 9,168.72   |
|                                                 | <b>SUBTOTAL</b>                             |          |             |              | \$ 119,849.78 |
| <b>WATER INFRASTRUCTURE - QUANTITIES</b>        |                                             |          |             |              |               |
| 1                                               | 8 INCH GATE VALVE                           | 13       | EA          | \$ 2,363.48  | \$ 30,725.26  |
| 2                                               | CONNECT TO EXISTING WL                      | 2        | EA          | \$ 7,804.68  | \$ 15,609.37  |
| 3                                               | 8"-11.25 DEGREE BEND                        | 6        | EA          | \$ 594.61    | \$ 3,567.69   |
| 4                                               | 8"-11.25 DEGREE BEND - IRRIGATION           | 9        | EA          | \$ 594.61    | \$ 5,351.53   |
| 5                                               | 8"-22.5 DEGREE BEND                         | 7        | EA          | \$ 587.87    | \$ 4,115.06   |
| 6                                               | 8"-22.5 DEGREE BEND - IRRIGATION            | 6        | EA          | \$ 587.87    | \$ 3,527.19   |
| 7                                               | 8"-45 DEGREE BEND                           | 13       | EA          | \$ 682.51    | \$ 8,872.66   |
| 8                                               | 8"-90 DEGREE BEND                           | 2        | EA          | \$ 766.08    | \$ 1,532.16   |
| 9                                               | 8"-90 DEGREE BEND - IRRIGATION              | 1        | EA          | \$ 766.08    | \$ 766.08     |
| 10                                              | 8" X 6" TEE                                 | 4        | EA          | \$ 726.00    | \$ 2,904.00   |
| 11                                              | 8" X 8" TEE                                 | 6        | EA          | \$ 955.01    | \$ 5,730.05   |
| 12                                              | 8" X 8" TEE - IRRIGATION                    | 4        | EA          | \$ 955.01    | \$ 3,820.03   |
| 13                                              | 12" X 8" TEE                                | 1        | EA          | \$ 1,685.76  | \$ 1,685.76   |
| 14                                              | PLUG W/ BLOWOFF - IRRIGATION                | 2        | EA          | \$ 1,932.00  | \$ 3,864.00   |
| 15                                              | 6" DIP                                      | 113      | LF          | \$ 46.25     | \$ 5,224.40   |
| 16                                              | 8" PVC                                      | 2,950    | LF          | \$ 64.72     | \$ 190,908.20 |
| 17                                              | 8" PVC - IRRIGATION                         | 2,602    | LF          | \$ 75.46     | \$ 196,310.86 |
| 18                                              | 3/4" WATER SERVICE                          | 83       | EA          | \$ 2,566.10  | \$ 212,986.23 |
| 19                                              | 3/4" WATER SERVICE - IRRIGATION             | 83       | EA          | \$ 2,566.10  | \$ 212,986.23 |
| 20                                              | 1" WATER IRRIGATION METER                   | 2        | EA          | \$ 4,745.00  | \$ 9,490.00   |
| 21                                              | FIRE HYDRANT ASSEMBLY                       | 5        | EA          | \$ 10,105.15 | \$ 50,525.76  |
|                                                 | <b>SUBTOTAL</b>                             |          |             |              | \$ 970,502.52 |
| <b>SANITARY SEWER - QUANTITIES</b>              |                                             |          |             |              |               |
| 1                                               | 4' MH (8'-15' DEPTH)                        | 13       | EA          | \$ 5,039.52  | \$ 65,513.76  |
| 2                                               | 4' MH (15'-20' DEPTH)                       | 3        | EA          | \$ 6,240.00  | \$ 18,720.00  |
| 3                                               | 4" SANITARY SERVICE                         | 83       | EA          | \$ 2,303.36  | \$ 191,178.61 |
| 4                                               | 8" PVC                                      | 2,551    | LF          | \$ 68.83     | \$ 175,561.52 |
|                                                 | <b>SUBTOTAL</b>                             |          |             |              | \$ 450,973.90 |
| <b>EROSION CONTROL - QUANTITIES</b>             |                                             |          |             |              |               |
| 1                                               | INLET PROTECTION                            | 4        | EA          | \$ 350.00    | \$ 1,400.00   |
| 2                                               | CONCRETE WASH OUT AREA                      | 1        | EA          | \$ 380.00    | \$ 380.00     |
| 3                                               | VECHICLE TRACKING CONTROL                   | 2        | EA          | \$ 5,000.00  | \$ 10,000.00  |
| 4                                               | STAGE STABILIZATION AREA                    | 1        | EA          | \$ 2,000.00  | \$ 2,000.00   |
| 5                                               | SILT FENCE                                  | 2,166    | LF          | \$ 3.70      | \$ 8,013.50   |
|                                                 | <b>SUBTOTAL</b>                             |          |             |              | \$ 21,793.50  |
| <b>EARTH WORK - QUANTITIES</b>                  |                                             |          |             |              |               |
| 1                                               | UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE) | 45,000   | CUBIC-YARDS | \$ 5.00      | \$ 225,000.00 |
| 2                                               | STRIP TOPSOIL                               | 10,978   | CUBIC-YARDS | \$ 2.15      | \$ 23,602.57  |
| 3                                               | CLEAR AND GRUB                              | 13.61    | ACRES       | \$ 135.00    | \$ 1,837.22   |
|                                                 | <b>SUBTOTAL</b>                             |          |             |              | \$ 250,439.79 |
| <b>ONSITE - ROADWAY QUANTITIES - QUANTITIES</b> |                                             |          |             |              |               |
| 1                                               | MOBILIZATION                                | 1        | EA          | \$ 6,250.00  | \$ 6,250.00   |
| 2                                               | CURB AND GUTTER                             | 5,437    | LF          | \$ 25.10     | \$ 136,458.66 |
| 3                                               | HOT MIX ASPHALT (5" DEPTH)                  | 11,268   | SY          | \$ 24.00     | \$ 270,439.60 |
| 4                                               | AGGREGATE BASE COURSE (CLASS 6) (7")        | 11,268   | SY          | \$ 12.00     | \$ 135,219.80 |
| 5                                               | CONCRETE WALK - 6" DEPTH                    | 24,860   | SF          | \$ 4.50      | \$ 111,870.00 |
| 6                                               | ADA RAMPS                                   | 17       | EA          | \$ 2,911.13  | \$ 49,489.21  |
| 7                                               | SIGNS                                       | 3        | EA          | \$ 851.33    | \$ 2,553.99   |
| 8                                               | CEMENT STABILIZATION                        | 10,156   | SY          | \$ 17.84     | \$ 181,175.11 |
|                                                 | <b>SUBTOTAL</b>                             |          |             |              | \$ 893,456.37 |
| <b>GENERAL SITEWORK</b>                         |                                             |          |             |              |               |
| 1                                               | MOBILIZATION                                | 1        | LS          | \$ 20,000.00 | \$ 20,000.00  |

|                 |                     |   |    |              |               |
|-----------------|---------------------|---|----|--------------|---------------|
| 2               | PROJECT MANAGEMENT  | 1 | LS | \$ 9,000.00  | \$ 9,000.00   |
| 3               | MATERIAL TESTING    | 1 | LS | \$ 75,000.00 | \$ 75,000.00  |
| 4               | CONSTRUCTION SURVEY | 1 | LS | \$ 50,000.00 | \$ 50,000.00  |
| <b>SUBTOTAL</b> |                     |   |    |              | \$ 154,000.00 |

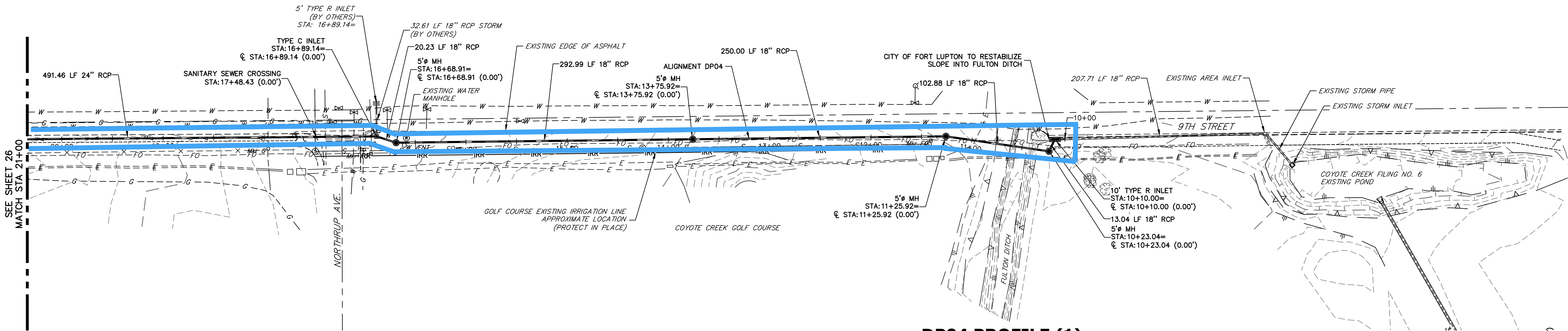
|              |                 |
|--------------|-----------------|
| <b>TOTAL</b> | \$ 2,874,837.02 |
|--------------|-----------------|

## Subdivision Improvements Agreement – Coyote Creek Filing 6

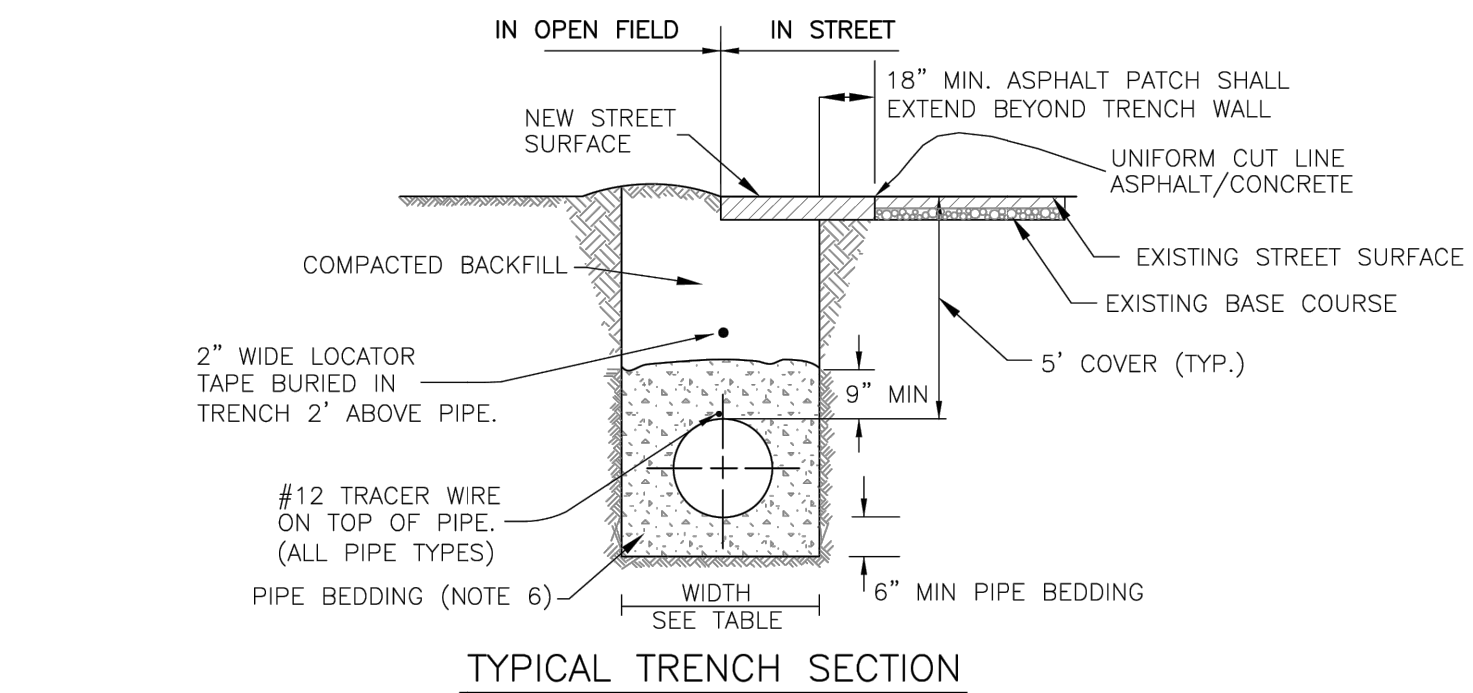
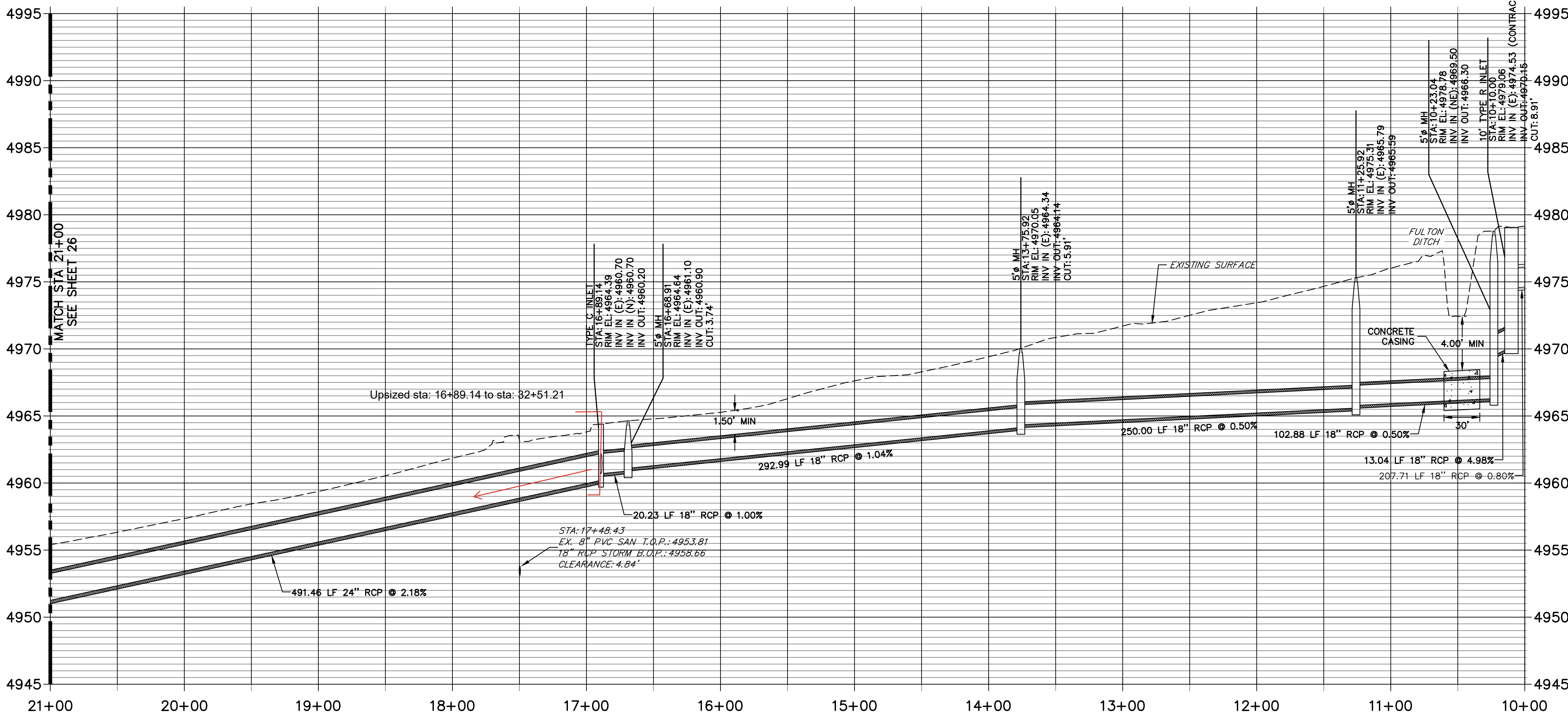
### EXHIBIT B OFF-SITE PUBLIC IMPROVEMENTS

COYOTE CREEK PUD FILING NO 6. FINAL CD'S

EXHIBIT B



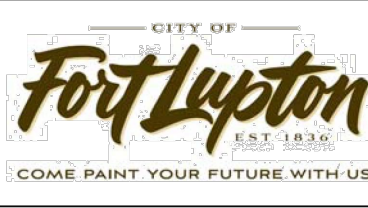
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STA 10+00.00 TO 21+00.00



TYPICAL TRENCH SECTION

| PIPE DIAMETER | MINIMUM WIDTH | MAXIMUM WIDTH |
|---------------|---------------|---------------|
| 4"            | 1'-4"         | 2'-4"         |
| 6"            | 1'-6"         | 2'-6"         |
| 8"            | 1'-8"         | 2'-8"         |
| 12"           | 2'-0"         | 3'-0"         |
| 16"           | 2'-4"         | 3'-4"         |
| 20"           | 2'-8"         | 3'-8"         |
| 24"           | 4'-0"         | 5'-0"         |

- NOTES:
- TRENCHES 5 FT DEEP OR GREATER REQUIRE A "PROTECTIVE SYSTEM" AS DEFINED BY OSHA. TRENCHES 20 FT DEEP OR GREATER REQUIRE THAT THE PROTECTIVE SYSTEM BE DESIGN BY A REGISTERED PROFESSIONAL ENGINEER.
  - OSHA'S STANDARDS REQUIRE THAT TRENCHES BE INSPECTED DAILY AND AS CONDITIONS CHANGE BY A "COMPETENT PERSON" (AS DEFINED BY OSHA) PRIOR TO WORKER ENTRY TO ENSURE ELIMINATION OF EXCAVATION HAZARDS. FOR ADDITIONAL INFORMATION REGARDING OSHA REQUIREMENTS CALL 1-800-321-OSHA.
  - MINIMUM COVER OVER PIPE TO BE BELOW OFFICIAL STREET GRADE.
  - FOR PIPE BEDDING REQUIREMENTS REFER TO CHAPTER 9 OF THE STANDARDS AND SPECIFICATIONS.
  - PIPE BEDDING SHALL BE PLACED AGAINST UNDISTURBED SOIL IN THE TRENCH BOTTOM, HOWEVER, WHERE ADVERSE SOIL IS ENCOUNTERED IN THE TRENCH BOTTOM, SOIL SHALL BE REMOVED AND TRENCH STABILIZATION MATERIAL SHALL BE PLACED IN ACCORDANCE WITH THE RECOMMENDATIONS OF A GEOTECHNICAL ENGINEER.

|                                                                                     |                                           |                     |
|-------------------------------------------------------------------------------------|-------------------------------------------|---------------------|
|  | DESIGN STANDARDS                          | STANDARD DRAWING    |
|                                                                                     | TYPICAL TRENCH SECTION<br>PIPE PROTECTION | W1<br>DATE: 8/15/14 |

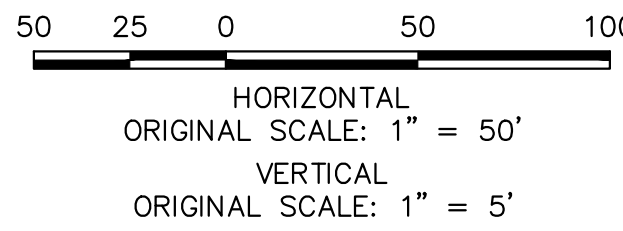
- NOTES
- CONTRACTOR TO REESTABLISH EXISTING GRADE AND VEGETATION FOLLOWING STORM PIPE INSTALLATION.
  - CONTRACTOR TO COORDINATE STORM PIPE INSTALLATION WITH COYOTE CREEK GOLF COURSE SUPERINTENDENT.
  - CONTRACTOR TO REPAIR ANY SURFACE APPURTENANCES DISTURBED DURING INSTALLATION (IE, NORTHRUP AVENUE SURFACE, CURB & GUTTER, FENCES)
  - THE LOCATION OF GOLF COURSE IRRIGATION IS APPROXIMATE. CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION.

NOTE: CITY TO SHARE 50% OF COST OF THIS 9TH STREET STORM SYSTEM.

OFFSITE IMPROVEMENTS



Know what's below.  
Call before you dig.



ENGINEER'S STATEMENT

FOR INFORMATION ONLY

DATE: 8/15/14

FOR AND ON BEHALF OF JR ENGINEERING, LLC.

COYOTE CREEK PUD FILING NO 6. FINAL CD'S OFFSITE STORM PLAN & PROFILE

SHEET 25 OF 37

JOB NO. 16093.02

PREPARED FOR  
LUPTON LAND, LLC  
10221 PRESTWICK TRAIL  
LOVE TREE, CO 80124  
BOB QUINETTE  
P-303.587.1966

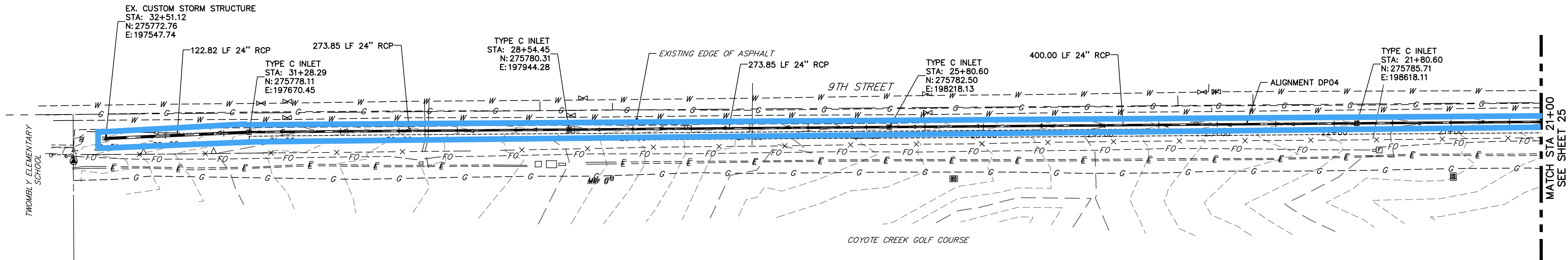
J.R. ENGINEERING  
A Western Company  
Central 303-740-9888 • Colorado Springs 719-583-2593  
Fort Collins 970-491-9888 • www.jrengineering.com

UNTIL SUCH TIME AS THESE DRAWINGS ARE APPROVED BY THE AGENCIES, OR ENGINEERING APPROVES THEIR USE, THESE DRAWINGS ARE DESIGNATED BY WRITTEN AUTHORIZATION.



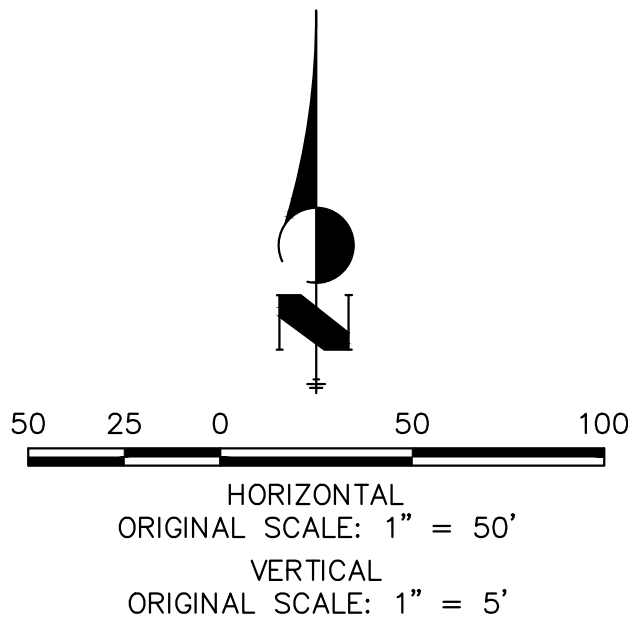
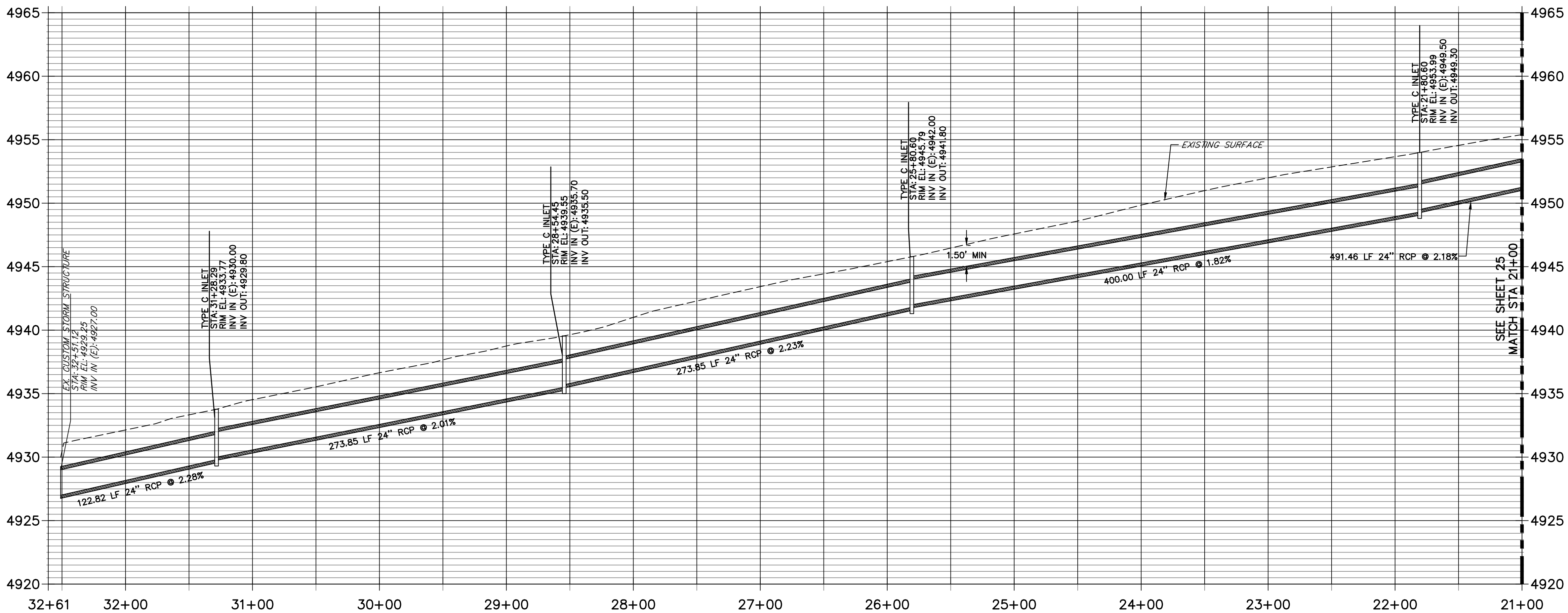
COYOTE CREEK PUD FILING NO 6. FINAL CD'S

EXHIBIT B



DP04 PROFILE  
STA 21+00.00 TO 32+60.86

OFFSITE  
IMPROVEMENTS



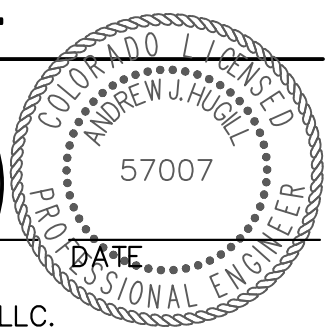
NOTES

- CONTRACTOR TO REESTABLISH EXISTING GRADE AND VEGETATION FOLLOWING STORM PIPE INSTALLATION.
- CONTRACTOR TO COORDINATE STORM PIPE INSTALLATION WITH COYOTE CREEK GOLF COURSE SUPERINTENDENT.
- CONTRACTOR TO REPAIR ANY SURFACE APPURTENANCES DISTURBED DURING INSTALLATION (IE, NORTHRUP AVENUE SURFACE, CURB & GUTTER, FENCES)
- THE LOCATION OF GOLF COURSE IRRIGATION IS APPROXIMATE. CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION.



ENGINEER'S STATEMENT

FOR  
INFORMATION  
ONLY



COYOTE CREEK PUD FILING  
NO 6. FINAL CD'S  
OFFSITE STORM PLAN &  
PROFILE

SHEET 26 OF 37

JOB NO. 16093.02

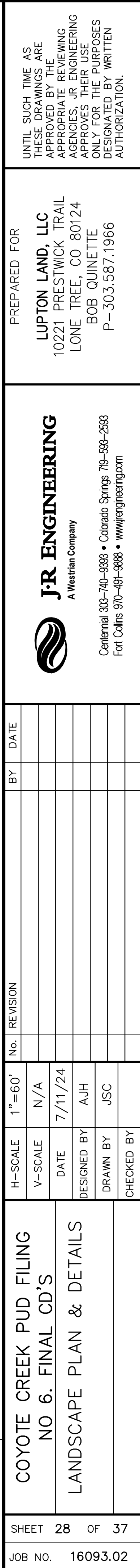
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AUTHORIZATION.



## EXHIBIT B





Project Name:  
Project No.:  
Date:

COYOTE CREEK - FILING NO. 6  
16093.02  
9/13/2024



**J-R ENGINEERING**  
A Westrian Company

## COYOTE CREEK FILING NO. 6 - QUANTITIES CALCULATIONS

### EXHIBIT B - OFF-SITE PUBLIC IMPROVEMENTS

|                                                  | DESCRIPTION                                 | QUANTITY | UNIT        | UNIT PRICE   | COST                   |
|--------------------------------------------------|---------------------------------------------|----------|-------------|--------------|------------------------|
| <b>DEMO ONSITE - QUANTITIES</b>                  |                                             |          |             |              |                        |
| 1                                                | REMOVAL OF GRAVEL ROAD                      | 1,459    | SY          | \$ 6.88      | \$ 10,040.89           |
| 2                                                | REMOVAL OF ASPHALT CART PATH                | 220      | SY          | \$ 17.03     | \$ 3,746.60            |
| 3                                                | REMOVAL OF IRRIGATION PIPE                  | 66       | LF          | \$ 160.00    | \$ 10,560.00           |
| 4                                                | RELOCATION OF IRRIGATION BOX                | 1        | LF          | \$ 10,000.00 | \$ 10,000.00           |
|                                                  | <b>SUBTOTAL</b>                             |          |             |              | \$ 34,347.49           |
| <b>STORM DRAINAGE - QUANTITIES</b>               |                                             |          |             |              |                        |
| 1                                                | 24" NYLOPLAST INLET                         | 2        | EA          | \$ 3,000.00  | \$ 6,000.00            |
| 2                                                | 18" FES (ADS)                               | 1        | EA          | \$ 2,793.60  | \$ 2,793.60            |
| 3                                                | 18" ADS                                     | 410      | LF          | \$ 80.00     | \$ 32,800.00           |
|                                                  | <b>SUBTOTAL</b>                             |          |             |              | \$ 41,593.60           |
| <b>STORM DRAINAGE - QUANTITIES (9TH STREET)</b>  |                                             |          |             |              |                        |
| 1                                                | OFFSITE TIE TO EXISTING MH                  | 1        | EA          | \$ 4,940.00  | \$ 4,940.00            |
| 2                                                | OFFSITE RCP 24"                             | 1,568    | LF          | \$ 222.00    | \$ 348,096.00          |
| 3                                                | OFFSITE RCP 18"                             | 672      | LF          | \$ 190.00    | \$ 127,680.00          |
| 4                                                | OFFSITE RCP 18" CONCRETE CASING             | 27       | LF          | \$ 269.00    | \$ 7,263.00            |
| 5                                                | OFFSITE MH-60" PRECAST                      | 4        | EA          | \$ 9,330.00  | \$ 37,320.00           |
| 6                                                | OFFSITE IN-TYPE R 10' (9.41')               | 1        | EA          | \$ 15,400.00 | \$ 15,400.00           |
| 7                                                | OFFSITE IN-TYPE C (AVG 4.5')                | 5        | EA          | \$ 10,700.00 | \$ 53,500.00           |
| 8                                                | ST-NORTHROP AVE CROSSING                    | 1        | EA          | \$ 15,300.00 | \$ 15,300.00           |
| 9                                                | OFFSITE - TC FOR OFFSITE INSTALL (FLAGGERS) | 20       | DY          | \$ 1,230.00  | \$ 24,600.00           |
|                                                  | <b>SUBTOTAL</b>                             |          |             |              | \$ 634,099.00          |
| <b>WATER INFRASTRUCTURE - QUANTITIES</b>         |                                             |          |             |              |                        |
| 1                                                | 8 INCH GATE VALVE                           | 1        | EA          | \$ 2,363.48  | \$ 2,363.48            |
| 2                                                | 8"-11.25 DEGREE BEND                        | 3        | EA          | \$ 594.61    | \$ 1,783.84            |
| 3                                                | 8"-11.25 DEGREE BEND - IRRIGATION           | 2        | EA          | \$ 594.61    | \$ 1,189.23            |
| 4                                                | 8"-22.5 DEGREE BEND                         | 2        | EA          | \$ 587.87    | \$ 1,175.73            |
| 5                                                | 8"-22.5 DEGREE BEND - IRRIGATION            | 1        | EA          | \$ 587.87    | \$ 587.87              |
| 6                                                | 8" X 6" TEE                                 | 1        | EA          | \$ 726.00    | \$ 726.00              |
| 7                                                | 12" X 8" TEE                                | 2        | EA          | \$ 1,685.76  | \$ 3,371.52            |
| 8                                                | 6" DIP                                      | 38       | LF          | \$ 46.25     | \$ 1,749.64            |
| 9                                                | 8" PVC                                      | 830      | LF          | \$ 64.72     | \$ 53,745.50           |
| 10                                               | 8" PVC - IRRIGATION                         | 388      | LF          | \$ 75.46     | \$ 29,302.58           |
| 11                                               | FIRE HYDRANT ASSEMBLY                       | 1        | EA          | \$ 10,105.15 | \$ 10,105.15           |
|                                                  | <b>SUBTOTAL</b>                             |          |             |              | \$ 106,100.54          |
| <b>SANITARY SEWER - QUANTITIES</b>               |                                             |          |             |              |                        |
| 1                                                | 4' MH (8'-15' DEPTH)                        | 2        | EA          | \$ 5,039.52  | \$ 10,079.04           |
| 2                                                | 4' MH (15'-20' DEPTH)                       | 1        | EA          | \$ 6,240.00  | \$ 6,240.00            |
| 3                                                | PLUG                                        | 1        | EA          | \$ 523.20    | \$ 523.20              |
| 4                                                | 4" SANITARY SERVICE                         | 1        | EA          | \$ 2,303.36  | \$ 2,303.36            |
| 5                                                | 8" PVC                                      | 734      | LF          | \$ 68.83     | \$ 50,551.60           |
|                                                  | <b>SUBTOTAL</b>                             |          |             |              | \$ 69,697.19           |
| <b>EROSION CONTROL - QUANTITIES</b>              |                                             |          |             |              |                        |
| 1                                                | INLET PROTECTION                            | 8        | EA          | \$ 350.00    | \$ 2,800.00            |
|                                                  | <b>SUBTOTAL</b>                             |          |             |              | \$ 2,800.00            |
| <b>EARTH WORK - QUANTITIES</b>                   |                                             |          |             |              |                        |
| 1                                                | UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE) | 4,000    | CUBIC-YARDS | \$ 5.00      | \$ 20,000.00           |
| 2                                                | STRIP TOPSOIL                               | 757      | CUBIC-YARDS | \$ 2.15      | \$ 1,626.57            |
| 3                                                | CLEAR AND GRUB                              | 0.94     | ACRES       | \$ 135.00    | \$ 126.61              |
|                                                  | <b>SUBTOTAL</b>                             |          |             |              | \$ 21,753.19           |
| <b>OFFSITE - ROADWAY QUANTITIES - QUANTITIES</b> |                                             |          |             |              |                        |
| 1                                                | CURB AND GUTTER                             | 1,468    | LF          | \$ 25.10     | \$ 36,835.00           |
| 2                                                | HOT MIX ASPHALT (5" DEPTH)                  | 2,908    | SY          | \$ 24.00     | \$ 69,781.33           |
| 3                                                | AGGREGATE BASE COURSE (CLASS 6) (7")        | 2,908    | SY          | \$ 12.00     | \$ 34,890.69           |
| 4                                                | CONCRETE WALK - 6" DEPTH                    | 9,021    | SF          | \$ 4.50      | \$ 40,592.88           |
| 5                                                | ASPHALT CART PATH - 6" DEPTH                | 7,105    | SY          | \$ 38.11     | \$ 270,783.32          |
| 6                                                | CONCRETE MEDIAN                             | 2        | EA          | \$ 12,000.00 | \$ 24,000.00           |
| 7                                                | ADA RAMPS                                   | 6        | EA          | \$ 2,911.13  | \$ 17,466.78           |
| 8                                                | SIGNS                                       | 5        | EA          | \$ 851.33    | \$ 4,256.65            |
| 9                                                | CEMENT STABILIZATION                        | 2,908    | SY          | \$ 17.84     | \$ 51,870.79           |
|                                                  | <b>SUBTOTAL</b>                             |          |             |              | \$ 550,477.45          |
| <b>TOTAL</b>                                     |                                             |          |             |              | <b>\$ 1,460,868.47</b> |

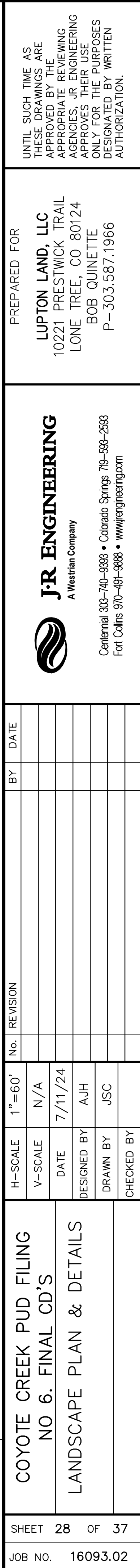


## Subdivision Improvements Agreement – Coyote Creek Filing 6

### EXHIBIT C LANDSCAPE, PARK AND TRAIL IMPROVEMENTS



**EXHIBIT C**





Project Name:  
Project No.:  
Date:

COYOTE CREEK - FILING NO. 6  
16093.02  
9/13/2024



**J-R ENGINEERING**  
A Westrian Company

## COYOTE CREEK FILING NO. 6 - QUANTITIES CALCULATIONS

### EXHIBIT C - LANDSCAPE, PARK, AND TRAIL IMPROVEMENTS

| DESCRIPTION                              |                                             | QUANTITY | UNIT  | UNIT PRICE |          | COST         |
|------------------------------------------|---------------------------------------------|----------|-------|------------|----------|--------------|
| WATER INFRASTRUCTURE - QUANTITIES        |                                             |          |       |            |          |              |
| 1                                        | 1" WATER SERVICE - IRRIGATION               | 2        | EA    | \$         | 4,745.00 | \$ 9,490.00  |
| SUBTOTAL                                 |                                             |          |       |            |          | \$ 9,490.00  |
| ONSITE - ROADWAY QUANTITIES - QUANTITIES |                                             |          |       |            |          |              |
| 6                                        | CONCRETE WALK - 6" DEPTH                    | 534      | LF    | \$         | 38.11    | \$ 20,361.18 |
| SUBTOTAL                                 |                                             |          |       |            |          | \$ 20,361.18 |
| DECIDUOUS TREES - QUANTITIES             |                                             |          |       |            |          |              |
| 1                                        | CO-CHINKAPIN OAK                            | 3        | EA    | \$         | 550.00   | \$ 1,650.00  |
| 2                                        | CP-CHANTICLEER PEAR                         | 3        | EA    | \$         | 550.00   | \$ 1,650.00  |
| 3                                        | IHL-IMPERIAL HONEYLOCUST                    | 5        | EA    | \$         | 550.00   | \$ 2,750.00  |
| 4                                        | KCT-KENTUCKY COFFEE TREE                    | 3        | EA    | \$         | 550.00   | \$ 1,650.00  |
| SUBTOTAL                                 |                                             |          |       |            |          | \$ 7,700.00  |
| GRASS SEEDING - QUANTITIES               |                                             |          |       |            |          |              |
| 1                                        | TYPE A TURF: DROUGHT TOLERANT IRRIGATED SOD | 18,362   | SQ-FT | \$         | 0.75     | \$ 13,771.74 |
| SUBTOTAL                                 |                                             |          |       |            |          | \$ 25,871.74 |

|              |                     |
|--------------|---------------------|
| <b>TOTAL</b> | <b>\$ 51,322.92</b> |
|--------------|---------------------|



**SUBJECT FOR DISCUSSION**

Revision of the City of Fort Lupton Engineering Design Standards

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The City's "Design Standards for Public Improvements" were enacted pursuant of the Municipal Code and Title 31 of Article 16 of the Colorado Revised Statutes. Revisions of the Design Standards may be made as new technology and/or experience indicates a need for revision. These changes become effective upon approval by the City Administrator.

Chapter 3 Water Design Standards have been revised to incorporate Water Wise principals and inclusion of the nonpotable irrigation water system. Significant changes to the chapter include:

- Requiring nonpotable system for irrigation
- Incorporates WaterSense practices for building plans
- Incorporates WaterWise practices for irrigation and landscape plans
- Water Share requirements for dedication Spreadsheet
- Revised demand data to current Brendle Group analysis and zoning
- Add Irrigation Mains standards
- Changes service and meter sizing from fixture count calculation to "Water Demand Calculator v2.2"
- Revised services to premises to match Municipal Code

**FINANCIAL CONSIDERATIONS**

Not Applicable

**LEGAL/POLITICAL CONSIDERATIONS**

Not Applicable.

**Attachments:**

- a. Chapter 3 Water (Draft with red lined edits)
- b. Chapter 3 Water Final revised
- c. Annual Water Use worksheet
- d. Water/Sewer Fees worksheet
- e. Water Budget tool spreadsheet
- f. Water Demand Calculator spreadsheet for meter/service sizing

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**DRAFT**

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WATER SYSTEM**

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**CHAPTER 3**  
**WATER SYSTEM**

**3.00.00      INTRODUCTION**

All water distribution systems constructed within the City of Fort Lupton shall comply with the requirements of these DESIGN STANDARDS and may include additional special criteria established by the City for overall hydraulics of the water utility system. Special criteria shall be outlined at pre-design meetings, as determined necessary by the City.

In the case of water mains larger than 16 inches, the owner or his representative shall submit construction specifications to the City for review and approval prior to the City's approval of the construction drawings.

**3.01.00      INTERRUPTION OF SERVICE**

The City's Public Works Division will operate all existing valves, hydrants, blow-offs and curb stops. **NO VALVE OR OTHER CONTROL DEVICE ON THE EXISTING PUBLIC SYSTEM WILL BE OPERATED FOR ANY PURPOSE BY ANYONE OTHER THAN THE CITY WITHOUT PRIOR WRITTEN AUTHORIZATION.** Twenty-four hours prior to the interruption of service, the contractor shall notify all users whose service will be interrupted in order for them to make provisions for necessary water storage. For water mains servicing commercial areas (i.e., restaurants) 48 hours prior notice shall be given, and work affecting the shut-down shall be coordinated with each business. No water line in service will be shut down for more than a four-hour period at one time. Prior approval by the City is required for all shutdowns.

**3.02.00      WATER BREAKS**

If notification prior to shutdown is impossible, the contractor shall notify all users within one hour after the shutdown. Since prior notification was not possible, it will be the responsibility of the contractor to supply potable water to the users affected. The contractor shall also contact the City's Public Works Division and Fire Department in reference to this emergency shutdown within one hour.

**3.03.00      METER SET INSTALLATION REINSPECTION FEE**

Water tap fees provide for the initial inspection of the meter set only. Where additional inspections are made necessary by incomplete or faulty work, a fee in accordance with City Code will be charged for the second inspection and each subsequent inspection. This fee shall be charged to the holder of the permit and paid to the City before any additional inspections will be made.

**TO SCHEDULE AN INSPECTION DURING REGULAR BUSINESS HOURS, CONTACT PUBLIC WORKS DEPARTMENT AT 303-857-6694. FOR AFTER HOURS EMERGENCIES CALL POLICE DISPATCH AT 720-652-4222.**



### 3.10.00 DESIGN CRITERIA

#### 3.11.00 SCOPE

It is the intent of this "design criteria" section to provide sufficient detailed information to enable the Engineer for the Owner/Developer to correctly and efficiently design the overall water system<sup>s</sup> for a particular development. If there is a question or a concern regarding the design of any portion of the water system that is not adequately answered within this chapter, the owner/developer or his representative shall contact the City to get all issues resolved prior to design. Any deviation from these DESIGN STANDARDS must be approved in writing by the City.

#### 3.12.00 GENERAL

The water system shall be designed by or under the direct supervision of a professional engineer registered in the State of Colorado utilizing the most current technical standards along with good, sound engineering judgment throughout the design process. The engineer shall have experience in the design and construction of municipal water distribution systems. The development approval process includes the submittal of a Preliminary Development Plan, an Official Development Plan, utility study and construction drawings for review and approval by the City.

For design of the water system, the Fire Department shall be contacted early in the design process in order to determine the required fire flows for proposed facilities. Fire flow requirements will likely dictate the sizing and layout of the water distribution system.

All new subdivision development will be required to include a dual/nonpotable water system for irrigation purposes. Building plans will incorporate WaterSense practices in accordance with Colorado HB 19-1231. Irrigation systems will be designed to support the approved Landscape Plans. Landscape designs will be in accordance with City Code standards Chapter 16, Article VIII. – Landscape and Site Design Standards.

##### 3.12.01 Water System Utility Study Requirements

The Utility Study shall include the following information and shall be bound in an 8 ½ x 11 inch folder:

- A) **Certification statement** - shall be included at the beginning of the report and shall read as follows: "This Utility Report for the design of the \_\_\_\_\_ development was prepared by me or under my direct supervision in accordance with the City of Fort Lupton's Design Standards and acceptable professional practices of the industry. We acknowledge that the City of Fort Lupton's review of this Utility Study is only for general conformance with submittal requirements, current design criteria and standard engineering principles and practices. We are also aware of the provisions of the City Code of the City of Fort Lupton." The seal and signature of the professional engineer responsible for preparing the report shall follow this statement.
- B) **Report text** for the water system design shall include the following at a minimum:
  - a) **Project location and Description** – a description of the boundary streets, project area and type of development proposed or anticipated use. Include a vicinity map.
  - b) **System layout** – a description of the existing and proposed water infrastructure in conformance with the City's latest master plan shall be provided and reference shall be made to a figure in the back of the report illustrating these improvements.

The description shall include the sizes and types of existing and proposed pipes and the influence of the improvements on the project and surrounding area.

- c) **Design flow requirements** – Complete design flow calculations for potable and nonpotable systems and a discussion explaining the calculations and assumptions shall be provided. Items shall include types of facilities to be served, fire flow calculations based on building construction type and floor area, developed land area, number of units based on land use, and population densities. Calculations for Average Day, Max Day and Peak Hour demands shall be presented. Max Day plus Fire Flow and Peak Hour demand scenarios shall be evaluated for worst case and shall include domestic demands, building sprinkler flows and domestic irrigation flows. Data shall be presented in table format, if possible, for ease of reading. The report shall acknowledge that the Public Works Department/Fire Department has provided the required fire flows and that they approve of the proposed fire hydrant locations.
  - d) **Hydraulic Analysis** – A detailed description of modeling assumptions and rationale shall be provided in the report text such that the analysis is clear and can be confirmed. Results of the analysis at a minimum shall include: minimum and maximum system pressures for the various scenarios modeled, corresponding node locations, distribution of fire flows among hydrants, and maximum pipe velocities. Data should be presented in table format. Reference shall be made to modeling data in the appendix and a figure of the pipe and node network provided.
  - e) **Water share requirements** - Complete annual water demand calculations and a discussion explaining the calculations and assumptions shall be provided. Items shall include types of facilities to be served, demands based on building type and floor area, number of units based on land use, population densities and irrigation requirements. Use of the City's "Water Dedication Calculation" spreadsheet will be required.
  - f) **Conclusions** – a description of the results and how they follow the City criteria shall be provided. Any deviations from the City criteria shall be described and applicable variances requested.
- C) **Appendices** - Printed data output from the modeling results shall be provided in the appendix and shall correspond with a figure of the pipe and node network. The appendix shall also include hydrant flow test results, hand calculations, "Water Dedication Calculation" spreadsheet and any other pertinent data. A large size figure (24" x 36") illustrating the existing and proposed utility improvements shall be provided and shall conform to the City's latest master plan. The drawing shall include pressure zone boundaries, building finished floor elevations, elevation contours and locations of proposed and existing utility easements and right-of-way.

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### 3.13.0 DESIGN DEMAND

The domestic demands for a particular development vary depending on the type of development, land use density, irrigation demand and building fire sprinkler flow requirements. However, the demand used to design a water system is largely a function of the required fire flow for a particular development.

There are two general categories of development for which domestic flow rates are determined: residential and commercial/industrial. Domestic demands for these developments are determined from Tables 3.13.A, 3.13.B and 3.13.C below and then peaking factors are applied to develop the Maximum Day Demand and Peak Hour Demand as follows:

$$\begin{aligned}\text{Maximum Day Demand} &= 2.5 \times \text{Average Day Demand} \\ \text{Peak Hour Demand} &= 4.0 \times \text{Average Day Demand}\end{aligned}$$

Domestic demands for a development shall be combined with peak irrigation demand, building fire sprinkler demand and the project fire flow. The peak irrigation demand shall be determined by the irrigation designer and the fire sprinkler demand shall be determined by the fire sprinkler Engineer. The fire flow for a project is determined from the 2018 International Fire Code and requires the approval of the City Fire Marshal. Factors such as building area and construction type are required to determine the fire flow for a structure.

The design of the water distribution system shall be based on the higher of the two demand scenarios:

Maximum Day Demand + project fire flow + building fire sprinkler flow + peak irrigation flow, or

Peak Hour Demand + peak irrigation flow.

The City shall be consulted for design criteria with regard to non-standard developments, design of municipal infrastructure such as transmission mains, pump stations, etc. and for development with unusually high demands. The Public Works Director/City Engineer shall have final input in these instances.

Residential Average Day Demand shall be based on density, and zoning as determined by the Preliminary Development Plan and Official Development Plan for the project. A per capita demand of 200 gallons per person per day shall be applied toward the People per Unit specified in Table 3.13.A below. For residential planning purposes, Average Day Demand can be calculated on an acreage basis as specified in Table 3.13.A.

**Table 3.13.A – Residential Average Day Demand Data.**

| Zoning                               | Type of Development    | Units per Acre* | People per Unit* | GPCD* | Gallons per Acre-Day** |
|--------------------------------------|------------------------|-----------------|------------------|-------|------------------------|
| R-1                                  | Single Family Detached | Up to 5         | 2.75             | 110   | 1560                   |
| R-1A and R-2                         | Single Family Mixed    | Up to 10        | 2.75             | 70    | 1925                   |
| R-3, MH and RO Residential Component | Single Family Attached | Up to 18        | 2.75             | 45    | 2230                   |

Commercial and industrial Average Day Demands will vary widely depending on the type of development. The following criteria in Table 3.13.B is based on historic information from the City's water records and can be used to estimate the water usage for the various developments listed. The City of Fort Lupton Engineering Division should be consulted to determine tap fees.

**Table 3.13.B – Commercial/Industrial Average Day Demand Data (Based on Building Area)**

| Type of Development | Unit | Design Demand |
|---------------------|------|---------------|
|---------------------|------|---------------|

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|                              |      | (gallons/unit-day) |
|------------------------------|------|--------------------|
| Auto Service and Repair      | sf   | 0.12               |
| Car Wash                     | bay  | 528                |
| Childcare                    | sf   | 0.32               |
| Church                       | sf   | 0.18               |
| Grocery Store                | sf   | 0.22               |
| Gas Station with Car Wash    | sf   | 8                  |
| Gas Station without Car Wash | sf   | 1.32               |
| Hospital                     | sf   | 0.32               |
| Hotel/Motel                  | room | 130                |
| Medical Office               | sf   | 0.2                |
| General Offices              | sf   | 0.04               |
| Restaurant                   | sf   | 1.1                |
| Retail/Shopping Center       | sf   | 0.16               |
| School                       | sf   | 0.06               |
| Warehouse/Industrial         | sf   | 0.04               |

For commercial and industrial planning purposes, average day demands can be calculated on an acreage basis as specified in Table 3.13.C. Actual planned usage should be used, when available, for demand calculations.

**Table 3.13.C – Commercial/Industrial Average Day Demand Data (Based on Acreage)**

| Type of Development               | Gallons per Acre-Day** |
|-----------------------------------|------------------------|
| Retail Commercial                 | 1400                   |
| Office                            | 1400                   |
| Business Park                     | 1400                   |
| District Center (non-residential) | 1400                   |
| Industrial                        | 220                    |
| School/Church                     | 630                    |

\* From the “2025 City of Fort Lupton Comprehensive Land Use Plan” and the 2024 Brendle Group Water Data Tool

\*\* From the City of Fort Lupton “Water and Sewer Infrastructure Master Plan”, URS, 2010.

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### **3.14.00 WATER SHARE REQUIREMENTS**

The City of Fort Lupton is a participating municipality of Smart Water Policies in implementing WaterWise solutions for conservation of our precious water resources. All new development is required to incorporate water saving/efficient plumbing fixtures in accordance with Water Sense practices. All landscape and irrigation designs are required to include Water Wise strategies and techniques.

#### **3.14.01 Potable Water Demand**

Annual water consumption for residential development will be calculated based on Table 3.14.01. The consumption factors are based on historical, metered water consumption within the City.

Annual water consumption for commercial and industrial taps will be calculated based on design process flows, anticipated uses and consumption requirements.

**Table 3.14.01 – Potable Raw Water Dedication**

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| Effective February 1, 2025 (Resolution 2024R058) |        |                                                        |                |                              |                           | \$70,000.00 /CBT Share                    |                                    |
|--------------------------------------------------|--------|--------------------------------------------------------|----------------|------------------------------|---------------------------|-------------------------------------------|------------------------------------|
| Potable Tap Size Residential                     | SFE    | Pre-study Residential Indoor Use Only Lot Size Sq. ft. | Number of Lots | Raw Water in Acre-feet / Lot | Total Raw Water Acre-feet | Cah In Lieu Value = \$70,000 per CBT Unit | Annual Allotment (Metered Gallons) |
| 3/4" Inside Use Micro                            | 1      | Up to 5k                                               | 1              | 0.18                         | 0.18                      | \$18,000.00                               | 59,000                             |
| 3/4" Single Family                               | 1      | 5K to 10K                                              | 1              | 0.25                         | 0.25                      | \$25,000.00                               | 82,000                             |
| 3/4" Econo                                       | 1      | 10K to 25k                                             | 1              | 0.35                         | 0.35                      | \$35,000.00                               | 114,000                            |
| 3/4" Urban                                       | 1      | TBD                                                    | 1              | 0.5                          | 0.5                       | \$50,100.00                               | 163,000                            |
| 3/4" Standard                                    | 1      | TBD                                                    | 1              | 0.7                          | 0.7                       | \$70,000.00                               | 228,000                            |
| 3/4" Full                                        | 1      | TBD                                                    | 1              | 1                            | 1                         | \$100,100.00                              | 326,000                            |
| 1"                                               | 1      | TBD                                                    | 1              | 1.1                          | 1.1                       | \$110,110.00                              | 359,000                            |
| <b>Total Subdivision Residential</b>             |        |                                                        |                |                              | <b>4.08</b>               | <b>\$408,000.00</b>                       |                                    |
| TapSize Commercial                               |        |                                                        |                |                              |                           |                                           |                                    |
| 3/4" Standard                                    | 2      |                                                        | 1              | 0.7                          | 0.7                       | \$70,000.00                               | 228,000                            |
| 3/4" Full                                        | 2      |                                                        | 1              | 1                            | 1                         | \$100,100.00                              | 326,000                            |
| 1"                                               | 4.8    |                                                        | 1              | 1.8                          | 1.8                       | \$180,180.00                              | 586,800                            |
| 1 1/2"                                           | 11     |                                                        | 1              | 3.5                          | 3.5                       | \$350,350.00                              | 1,141,000                          |
| 2"                                               | 20     |                                                        | 1              | 5.6                          | 5.6                       | \$560,560.00                              | 1,825,600                          |
| 3"                                               | 43     |                                                        |                | TBD                          |                           | TBD                                       | TBD                                |
| 4"                                               | 82     |                                                        |                | TBD                          |                           | TBD                                       | TBD                                |
| 6"                                               | 217.98 |                                                        |                | TBD                          |                           | TBD                                       | TBD                                |
| <b>Total Subdivision Commercial</b>              |        |                                                        |                |                              | <b>11.90</b>              |                                           |                                    |

**3.14.02 Irrigation Demand**

Annual irrigation water consumption for residential development will be calculated based on Table 3.14.02. The consumption factors are based on historical, metered irrigation water consumption within the City.

Annual water consumption for commercial and industrial taps will be calculated based on design landscape drawing, irrigation plan and consumption requirements during a seven (7) month irrigation season. The WaterWise water budget tool, ws\_water\_budget\_tool\_v1\_04.xls, will be used to assess the annual water budget allowance and designed irrigation consumption.

**Table 3.14.02 – Nonpotable Raw Water Dedication**

| Effective: February 1, 2025 (Resolution 2024R058) |                          |                                        |                           |                        |                           | \$0.13 /Gallon                             |                                    |       |
|---------------------------------------------------|--------------------------|----------------------------------------|---------------------------|------------------------|---------------------------|--------------------------------------------|------------------------------------|-------|
| Nonpotable Tap Size Residential                   | Single Family Equivalent | Pre-study Residential Lot Size Sq. ft. | Number of Lots            | Raw Water in Acre-feet | Total Raw Water Acre-feet | Cash-in-Lieu EX: If cost \$0.13 per gallon | Annual Allotment (Metered Gallons) |       |
| 3/4" Inside Use Micro                             | 1                        | Up to 1k                               | 1                         | 0.18                   | 0.18                      | \$7,700.00                                 | 59,000                             |       |
| 3/4" Single Family                                | 1                        | 1k to 4k                               | 1                         | 0.25                   | 0.25                      | \$10,700.00                                | 82,000                             |       |
| 3/4" Econo                                        | 1                        | 4k to 6k                               | 1                         | 0.35                   | 0.35                      | \$14,900.00                                | 114,000                            |       |
| 3/4" Urban                                        | 1                        | 6k to 10k                              | 1                         | 0.5                    | 0.5                       | \$21,200.00                                | 163,000                            |       |
| 3/4" Standard                                     | 1                        | 10k to 15k                             | 1                         | 0.7                    | 0.7                       | \$29,700.00                                | 228,000                            |       |
| 3/4" Full                                         | 1                        | 15k to 25K                             | 1                         | 1                      | 1                         | \$42,400.00                                | 326,000                            |       |
| 1"                                                | 1                        | TBD                                    | 1                         | 1.1                    | 1.1                       | \$46,700.00                                | 359,000                            |       |
| <b>Commercial</b>                                 |                          |                                        |                           |                        |                           |                                            |                                    |       |
| 3/4" Standard                                     | 2                        |                                        | 1                         | 0.7                    | 0.7                       | \$29,700.00                                | 228,000                            |       |
| 3/4" Full                                         | 2                        |                                        | 1                         | 1                      | 1                         | \$42,400.00                                | 326,000                            |       |
| 1"                                                | 5                        |                                        | 1                         | 1.8                    | 1.8                       | \$76,300.00                                | 586,800                            |       |
| 1 1/2"                                            | 11                       |                                        | 1                         | 3.5                    | 3.5                       | \$148,400.00                               | 1,141,000                          |       |
| 2"                                                | 20                       |                                        | 1                         | 5.6                    | 5.6                       | \$237,400.00                               | 1,826,000                          |       |
| 3"                                                | 43                       |                                        |                           | TBD                    |                           |                                            | TBD                                |       |
| 4"                                                | 82                       |                                        |                           | TBD                    |                           |                                            | TBD                                |       |
| 6"                                                | 217.98                   |                                        |                           | TBD                    |                           |                                            | TBD                                |       |
| <b>Non-Pot Commercial (TBD)</b>                   |                          |                                        |                           |                        |                           |                                            |                                    |       |
| Lot Total Area                                    |                          | Total Area (Acres)                     | Bldg / Pavement Area (SF) | Open Space (SF)        | Natural OS (SF)           | Irrigated Area (SF)                        | **Gallons per Year                 | Ac-ft |
|                                                   |                          | 5                                      | 45,000                    | 172,800                | 57,000                    | 115,800                                    | 1,389,600                          | 4.3   |
| **WaterWise Budget                                | 12                       | Gal/year/sf                            |                           |                        | WaterWise Baseline        |                                            | 630,685                            | 1.9   |
|                                                   |                          |                                        |                           |                        | WaterWise Budget (LWA)    |                                            | 430,685                            | 1.3   |

### 3.15.00 HYDRAULIC DESIGN

A computer generated hydraulic analysis of the proposed infrastructure, or “model”, shall be developed using standard industry software such as WaterCAD or City approved equal. In order for the model to properly correlate with the City’s distribution system, a hydrant flow test needs to be performed on nearby hydrants and static and residual pressures obtained as a function of flow rate. This data shall be used in the model to develop a water source curve, represented by a reservoir and pump, and this will allow modeled pressures to vary over a range of imposed demands. The water source curve functions as a boundary condition in the model where proposed piping interfaces with the existing distribution system at this boundary.

The objective during hydrant flow testing is to obtain a flow rate similar to the design demand required for the proposed development. The hydrants to be tested shall be determined by the City and data obtained during this test shall be valid for up to one-year, unless otherwise approved in writing by the City. Distribution system factors may require that a fire flow be increased for a particular area of the system, as determined by Public Works/City engineering staff. A hydrant flow test shall be requested by the design engineer from the City Public Works/Engineering Department.

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Special analysis may be required by the City for developments requiring large flow demands and shall be discussed with the City Engineer. Future changes in zone pressures, in conformance with the City's latest master plan, shall be considered in the hydraulic analysis.

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Upon approval by the City, exceptions to the computer generated hydraulic analysis may be made for the following:

- Developments requiring low domestic demands (less than 600 gpm) and with no fire flow requirement; or
- Developments proposing less than 200 feet of water main and no required fire hydrants.

For the above cases, hydraulic calculations should be provided as part of the Utility Report and shall demonstrate acceptable system pressures and velocities as a result of required flows.

### **3.15.00 OPERATING PRESSURES WITHIN THE DISTRIBUTION SYSTEM**

Minimum recommended pressure within the distribution system shall be 50 pounds per square inch during the Peak Hour Demand and the maximum recommended pressure during the Average Day Demand shall be 100 pounds per square inch.

The maximum pressure fluctuation at any location in the distribution system between Peak Hour Demand and Average Day Demand shall not exceed 30 pounds per square inch.

The minimum pressure involving a fire flow scenario shall be 20 pounds per square inch as measured at the highest living space in the building(s).

### **3.16.00 PRESSURE REGULATING STATIONS**

Pressure-reducing valve (PRV) installations are used to control pressure between distribution system pressure zones. When main extension plans are submitted for review, the need for a pressure-regulating valve installation shall be determined jointly by the developer's engineer and the City. Plans shall be submitted as part of the utility study indicating size, type, and location of the PRV installation. All calculations shall be submitted to the City for review.

For individual water services to buildings, water pressure regulators will be required if system pressures exceed 80 psi or at the discretion of the Building Division.

### **3.17.00 SIZING OF MAINS**

#### **3.17.01 Distribution Mains**

All water mains shall be sized large enough to provide for domestic, irrigation, and fire protection flows to the area serviced. The maximum acceptable head loss for six, eight, ten and twelve inch mains is two feet per thousand feet of main for the Peak Hour Demand scenario. This acceptable head loss rate shall not apply for fire flow scenarios. The maximum pipe velocity for non-fire flow scenarios shall be 5 feet per second and for fire flow scenarios shall be 7 feet per second. Final size of distribution mains shall be approved in writing by the City. Over sizing of mains may be required by the City, and the recovery of the costs of such over sizing shall be in accordance with the City of Fort Lupton Municipal Code.

The minimum diameter for water mains in residential areas, including cul-de-sacs, shall be 8 inches. All schools, shopping centers, business parks, industrial parks, and high-density residential areas shall be looped with mains at least 8 inches in diameter. All waterlines shall be

looped. No dead-end mains, except lines extending into cul-de-sacs serving not more than 6 single-family residential units, nor mains extending more than 150 feet from the lateral connection, will be permitted. All stubs and dead end mains shall have a blow-off installed. With the exception of fire hydrant laterals, only polyvinyl chloride (PVC) pipe is approved for water main installations 12 inches in diameter and smaller. Any other material proposed must be approved in writing by the City prior to construction. A Hazen-Williams "C" coefficient of 130 shall be used when modeling PVC and DIP pipe.

### **3.17.02 Transmission Mains**

All transmission mains shall be sized in compliance with the City's "Water Distribution System Study," latest edition, or as otherwise approved in writing by the City. See section 3.22.00 for further details.

### **3.17.03 Irrigation Mains**

All irrigation mains shall be sized large enough to provide for irrigation flows to the area serviced. The maximum acceptable head loss for irrigation mains is two feet per thousand feet of main for the Peak Irrigation Demand scenario. The maximum pipe velocity shall be 5 feet per second. Final size of distribution mains shall be approved in writing by the City. Over sizing of mains may be required by the City, and the recovery of the costs of such over sizing shall be in accordance with the City of Fort Lupton Municipal Code.

The minimum diameter for irrigation mains in residential areas, including cul-de-sacs, shall be 4-inches. Only polyvinyl chloride (PVC) or High-Density Polyethylene (HDPE) pipe, purple or purple striped is approved for irrigation main installations. A Hazen-Williams "C" coefficient of 130 shall be used when modeling pipe.

**3.18.00**

## **SYSTEM LAYOUT – CONSTRUCTION PLAN CRITERIA**

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### **3.18.01 General**

All water mains shall be installed in dedicated rights-of-way or public easements. Water main installation in easements between single-family residential lots will only be allowed for the purpose of looping a water main at the end of a cul-de-sac. Waterlines should NOT be installed parallel to and directly below any concrete such as sidewalks, curbs, or gutters. Lines shall normally be located 5 feet north or west of street centerline, or 5 feet north or west of a curbed median, unless otherwise approved in writing by the City.

The minimum depth of cover for water mains from the final approved grade of the surface to the top of the water main shall be 5 feet. Where final grades have not been established, mains shall be installed to a depth great enough to insure 5 feet of cover below the approved future grade but in no event less than 5 feet of cover from the temporary grade. The maximum depth of cover for water mains shall be 8 feet below the final approved grade of the surface unless approved otherwise, in writing, by the City.

Plan and profile shall be required for all water main designs. Utility crossings shall be identified in the profile views for all known or planned utilities. The vertical alignment of water mains shall be designed such that unnecessary high points are avoided. If a high point in the main cannot be avoided, a controlled high point shall be located at a fire hydrant tee where trapped air in the system can be bled. For controlled high points in transmission mains (16 inch and larger), combination air valves shall be provided. High points at a water main lowering should be avoided by deflecting the main on both sides of the lowering such that positive pipe grades are maintained to controlled high points in the system. To maintain positive pipe grades

to controlled high points, the maximum depth of cover to the main can increase to 8 feet, if approved in writing by the City. Refer to Sections 3.18.02 and 3.18.06 for the alignment of water lines with sewer lines. Refer to Section 3.18.07 for the design of combination air valves.

Potable water mains shall be laid a minimum of ten feet, horizontally and edge to edge, from any existing or proposed utility. Upon written approval by the City, a water main may be laid closer than ten feet to a parallel sewer main if it is laid in a separate trench and if the elevation of the invert of the water main is at least 18 inches above the crown of the sewer main and, in addition, PVC C-900 is used for the sewer main.

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Water mains shall be designed such that they extend the entire frontage of the property to be served or as otherwise approved in writing by the City.

When the water main passes under a highway, railroad, or waterway, there shall be a minimum of five feet of cover and a steel casing shall be installed in accordance with the detail drawing in the Appendix of this chapter. The steel casing shall extend the entire width of the right-of-way or easement of the crossing structure or as directed by the City. In all cases, valves shall be located such that the water main at such crossings can be completely isolated without interruption of any services.

#### **3.18.02 Waterline Crossing Over A Sanitary Sewer Line**

When there is less than 18 inches of vertical clearance between the water main and the sanitary sewer, the sanitary sewer shall be encased in concrete a minimum of nine feet on each side of the centerline of the crossing or polyvinyl chloride pressure pipe in accordance with American Water Works Association C900, pressure class 305 psi may be used for the sanitary sewer.

#### **3.18.03 Waterline Crossing Over A Storm Sewer Line**

When there is less than 18 inches of vertical clearance between the water main and the storm sewer, each joint of the storm sewer within nine feet of the centerline of the crossing shall be encased in concrete.

Freeze potential of a water main shall be evaluated when crossing storm sewers or other exposures to the elements. If a water main crosses a storm sewer with 3 feet or less of vertical clearance, a 12" thick layer of extruded polystyrene insulating foam, also referred to as "XPS" shall be provided all around the water main for a minimum of 5 feet on each side of the storm sewer. The sheets of "XPS" shall be thick enough to allow shaping of the material so it fits snugly around all sides of the pipe leaving a minimum 12" thickness around all sides of the pipe. Bonding of individual sheets of "XPS" shall be in accordance with section 3.61.03 of these Standards and Specifications. Crossings of dead-end water mains and storm sewer with less than 18 inches of vertical clearance shall be prohibited.

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#### **3.18.04 Sanitary Sewer Line Crossing Over A Waterline**

In all cases, regardless of vertical clearance, the sanitary sewer shall be encased in concrete a minimum of nine feet on each side of the centerline of the crossing or polyvinyl chloride pressure pipe in accordance with American Water Works Association C900, pressure class 305 psi may be used.

#### **3.18.05 Storm Sewer Line Crossing Over A Waterline**

In all cases, regardless of vertical clearance, the joints of the storm sewer shall be encased in concrete a minimum of nine feet on each side of the centerline of the crossing.

Freeze potential of a water main shall be evaluated when crossing storm sewers or other exposures to the elements. If a water main crosses a storm sewer with 3 feet or less of vertical clearance, a 12" thick layer of extruded polystyrene insulating foam, also referred to as "XPS" shall be provided all around the water main for a minimum of 5 feet on each side of the storm sewer. The sheets of "XPS" shall be thick enough to allow shaping of the material so it fits snugly around all sides of the pipe leaving a minimum 12" thickness around all sides of the pipe. Bonding of individual sheets of "XPS" shall be in accordance with section 3.61.03 of these Standards and Specifications. Crossings of dead-end water mains and storm sewer with less than 18 inches of vertical clearance shall be prohibited.

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### **3.18.06 Limits on Vertical Separation**

Under no circumstances shall the vertical clearance between any waterline and sanitary sewer or storm sewer be less than 18 inches without written approval from the City.

### **3.18.07 Combination Air Valves**

Combination air valves are necessary to serve several functions: they exhaust large volumes of air from the system during start-up, they open during draining or if a negative pressure occurs and they release accumulated air from the system during operation. The vertical alignment of water mains shall be designed such that unnecessary high points are avoided as described in section 3.18.01 of these DESIGN STANDARDS. If a high point in a distribution water main cannot be avoided, a controlled high point shall desirably be located at a fire hydrant tee where trapped air in the system can be bled through the fire hydrant. If this is not possible due to legitimate design constraints, an air valve shall be located at the high point and within a manhole. For controlled high points in transmission mains (16 inch and larger), combination air valves shall be provided (refer to the detail drawing in the appendix of this Chapter).

Combination air valves for distribution mains and transmission mains shall be sized by the engineer in accordance with the manufacturer's recommendations and approved by the Public Works Director/City Engineer.

## **3.19.00 EASEMENTS**

All water mains shall be in an easement which has a horizontal width of at least two times the depth to the pipe invert. The minimum easement shall be 20 feet in width for one utility, 30 feet in width for two utilities, and 40 feet in width for three utilities. Site-specific circumstances may dictate the need for wider easements. For normal depths, the main shall be located a minimum of 10 feet from and parallel to the edge of the easement. Meters and fire hydrants not installed within the right-of-way will require an easement dedication ten feet wide and extending five feet behind the meter or fire hydrant. If a fire hydrant lateral or water meter extends behind the curb more than ten feet, then the width of the easement shall be a minimum of 15 feet. All easements shall be for the exclusive use of the City of Fort Lupton. Neither landscaping (except grass and private irrigation systems) nor permanent structures (sheds, buildings, etc.) shall be placed in the easement.

The easement agreement, provided by the City, shall state that any temporary structures (including paving and fencing) placed in the easement shall be removed and replaced by the owner of the land when requested by the City so that maintenance can be performed. The owner of the land shall agree to hold the City of Fort Lupton harmless for any replacement of structures removed from the easement.

The following statement shall appear on all official development plans and all final plats.

#### UTILITY MAINTENANCE STATEMENT

*All public water, storm sewer and sanitary sewer mains and appurtenances located in public ROW shall be maintained by the City of Fort Lupton Public Works Department. All public water, storm sewer, sanitary sewer mains and appurtenances under private drives are required to be located in utility easements. City is responsible for maintenance of these water, storm and sanitary sewer facilities. City is not responsible for repair or replacement of private drive, curb and gutter or landscaping damaged during utility repair or maintenance.*

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### 3.20.00 FUTURE CONNECTIONS

A blow-off is required at the end of any water main which terminates and is anticipated to be extended in the future. Refer to the detail drawing in the Appendix of this chapter. When a future main extension is anticipated, the main shall include valves so that only one valve will have to be closed when the main is extended. The valve shall be restrained so when the one valve is closed and the line to be extended is exposed, the valve will not blow off. Restraint shall be made by the use of a mechanical joint anchoring tee (swivel tee), swivel cross, and by installing a minimum of two full lengths of pipe on the extension side of the valve (8 inch pipe and smaller). No service taps shall be allowed on a main which can be extended in the future between the single valve to be closed and the dead end.

### 3.21.00 SERVICES

Calculations for meter and service line sizes shall be prepared using the “Water Demand Calculator v2.2” by the International Association of Plumbing and Mechanical Officials (IAPMO)(<https://www.iapmo.org/we-stand/water-demand-calculator>). Water conservation is a City priority. Water dedication is based on tap size. The engineer must make a determination of adequacy of tap size to serve the structure based on sound engineering judgement. The City recognizes that tap sizing requirements do not require all fixtures to operate at the same time. The property owner will have to accept that full pressure in the structure will not be possible in certain combination of fixtures being active (i.e. taking a shower at the same time as washing clothes).

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The applicant shall prepare building plans and calculations and submit them to the Building Division for review and approval. The Building Division must approve all meter and service line sizes (before and after the meter) prior to beginning construction. The service lines, tap and meter shall be the same size, unless otherwise approved and/or required by the City. If the tap and meter are of different sizes, the fee shall be paid based on the larger size, unless a larger tap is approved and/or required by the City in which case the fee for the meter size shall be paid.

Two (2) or more premises cannot be supplied from one (1) connection and the same connection. All properties that require separate water service billings shall have their own connection and service line with shut-off cocks and meter pit located at the public street right-of-way. Utility easements shall be required for service lines up to and including the meter pit.

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No pressure booster facility of any kind shall be allowed on any service line between the public main and the meter. All service line pressure booster facilities shall be privately owned and maintained.

Water service lines shall be located a minimum of 10-feet away from all sewer services and nonpotable irrigation services, and a minimum of 5 feet away from all fire protection service lines (measured horizontally) up to the building envelope. All service lines shall be constructed perpendicular to the front property line of the property they are going to serve and not less than 5 feet from the side of a front property line. Service lines through private property to serve a separate property are prohibited.

Size changes, if allowed, between the service line and the meter, shall be accomplished by providing a full sized meter vault and setter for the line size installed and using industry standard adapters to install a reduced size meter in the full size line.

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Water taps cannot be issued prior to a building and/or tap entitlement approval. Exceptions must be approved by the City Administrator; for example, conversion from well water to the City water system.

All service lines 3/4-inch through 2-inch shall be copper and shall be installed continuous without joints between the corporation stop at the water main and the meter or curb stop. Services shall be tapped at the main with a 45 degree angle from horizontal and shall have a minimum of 5 feet of cover and be laid as shown on the detail drawing in the Appendix of this chapter. The minor exception to this is allowed for the "slack" section in the service line near the tap which may have slightly less than 5 feet of cover.

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Irrigation service lines shall be purple coded (color or striped) Crosslinked polyethylene (PEX) tubing with appropriate stiffeners at connections installed with tracer wire per specifications.

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Service connections requiring a flow greater than can be delivered through a 2-inch corporation and service line shall be 4-inch, 6-inch, or 8-inch connections and shall be polyvinyl chloride pipe in accordance with section 3.52.02 of the CONSTRUCTION SPECIFICATIONS. Service connections (4-inch, 6-inch, or 8-inch) to new lines shall be made with mechanical joint anchoring tees (swivel tees) or reducing mechanical joint anchoring tees (swivel tees) if installed at the time of main line construction. Later connections, if installed, may also be made with tapping sleeves and tapping valves and at the developer's expense.

### 3.22.00

#### TRANSMISSION MAINS

All water mains larger than 12 inch in diameter shall be classified as "transmission mains."

All transmission mains shall have combination air-vacuum valves installed at all high points on the line and on each side of butterfly valves in accordance with the detail drawing in the Appendix of this chapter.

All transmission mains shall have blow-off assemblies installed at all low points on the line and constructed in accordance with the detail drawing in the Appendix of this chapter.

With the exception of fire hydrant laterals, only polyvinyl chloride (PVC) pipe is approved for water main installations 12 inches in diameter and smaller. Any other pipe material must be approved in writing by the City. Lines 20 inches in diameter and larger may be ductile iron pipe or steel pipe, as approved in writing by the City. A Hazen Williams C coefficient of 130 shall be used when modeling PVC and DIP pipe and shall be 100 for steel pipe, unless otherwise approved in writing by the City.

The design of ductile iron and steel transmission mains and other critical direct bury appurtenances such as valves, shall require cathodic protection. Cathodic protection shall be designed by a qualified cathodic protection engineer, registered in the State of Colorado and shall conform to NACE Standard RP-01-69, latest revision. As a minimum, the cathodic protection system shall include magnesium anodes; test station thermal board and shunts; exothermic weld caps and coating; conductor, test stations, joint bond wires; wire splice kits; exothermic weld equipment and materials; wire and cable marker tags; and one-piece insulating sleeves and washers, all in conformance with section 3.62.00 of the CONSTRUCTION SPECIFICATIONS. All of the data for these materials shall be submitted to the City for approval prior to installation. Test stations shall be shown on design drawings and as-built



drawings. Cathodically protected pipe, except steel casing pipe, shall also require polyethylene wrap as described in section 3.61.02.

No service line taps or any taps less than six inches in diameter shall be made to transmission mains. Exceptions to this will be for combination air valves only.

Valves on transmission mains shall be placed no more than 1,200 feet apart. Where there are connections to transmission mains, all connecting mains shall include valves at the connection. There shall be a minimum of two valves at a tee connection and three valves at a cross connection.

### **3.23.00 UNLAWFUL CONNECTION**

No installation of potable water supply piping or part thereof shall be made in such a manner that it will be possible for used, unclean, polluted, or contaminated water, mixtures, or substances to enter any portion of such piping from any tank, receptacle, equipment, or plumbing fixture by reason of back siphonage, suction, back pressure, or any other cause, either during normal use and operation or when any such tank receptacle, equipment, or plumbing fixture is flooded, or subject to pressure in excess of the main line operating pressure. No person shall make a connection or allow one to exist between pipes or conduits carrying domestic water supplied by the City and any pipes, conduits, or fixtures containing or carrying water, chemicals, liquids, gases, or any other substances from any other source. Refer to Section 3.24.08, Backflow Prevention Assemblies for further requirements.

### **3.24.00 APPURTENANCES**

#### **3.24.01 Valves**

Residential distribution systems shall include valves to ensure that no more than 600 feet of main or 18 residential units and 1 fire hydrant will be out of service in the event of a single water main break. Valve placement shall be such that there are at least two valves at every tee and three valves at every cross.

Valves 16 inch or larger shall be butterfly valves. Main line valves shall be located at a tee, cross or elbow if possible. Under no circumstances shall a valve be located in concrete areas, such as sidewalks, crosspans, aprons, curbs, or gutters. Butterfly valve operators shall be located on the north or east side of the water main. Any valve located in a greenbelt area shall have an 18-inch-wide by 6-inch thick concrete collar around the valve box.

#### **3.24.02 Fire Hydrants**

The maximum distance, as measured along the centerline of the street, between fire hydrants shall be 500 feet in residential areas with homes that are less than 3,600 square feet, 450 feet spacing for homes 3,600 square feet and greater. Business and other high-value areas the spacing will be as provided by Fire Code, but not less than 300 feet and approved by the Fort Lupton Fire District's Fire Chief. Dead-end water mains shall be avoided and every effort will be made to loop all water mains. In the event a loop cannot be made, one fire hydrant will be provided on the dead-end main with that the line being an 8" line. The number and location of fire hydrants in a given area shall be approved in writing by the Fire District. If hydrants are to be installed at locations other than street intersections, they shall be located on the extension of property side lot lines. In no case shall a hydrant be located closer than 5 feet to obstructions, driveways, etc. The fire hydrant shall be located within the right-of-way or pocket Utility

Easement and on the same side of the street as the water main unless otherwise approved in writing by the City. Fences, landscaping, etc., shall in no way hinder the operation of the fire hydrant. In addition, clear distances to the fire hydrant shall be in accordance with Section 3.19.00 of these DESIGN STANDARDS.

The fire hydrant lateral lines shall be set at 90 degrees to mains. The length of the fire hydrant lateral line shall be minimized and shall be no more than 70 feet long. No horizontal bends or offsets shall be used in fire hydrant lateral lines. Under no circumstances shall any tap be made on a fire hydrant lateral line.

#### 3.24.03 **Thrust Blocks and Joint Restraint Devices**

All bends, tees, plugs, dead-ends, wet taps (in certain cases), hydrants, and blow-offs shall be designed and constructed with concrete thrust blocks. If the soil-bearing strength is unknown, the soil-bearing capacity used in design shall be 2,000 pounds/square foot. Refer to the detail drawings in the Appendix of this chapter.

Joint restraint devices shall be used on both sides of valves and fittings for pipe sizes 12 inches in diameter and smaller and in addition to thrust blocks. For transmission mains, 16 inches in diameter and larger, joint restraints shall be used for a specified distance as recommended using the latest edition of the pipe restraint calculator provided by EBAA Iron, or equivalent (<https://rcp.ebaa.com/calculator.php>). Thrust blocks will be required to be used in addition to joint restraint devices on transmission mains. Vertical bends in all pipe sizes shall be restrained using joint restraint devices and shall be restrained for a specified distance as recommended using the latest edition of the pipe restraint calculator provided by EBAA Iron, or equivalent (<https://rcp.ebaa.com/calculator.php>).

Harness rods, or “rodding”, are not an acceptable means for restraining pipe and fittings unless it is specified inside vaults as shown on the detail drawings in the appendix of this Chapter. Under no circumstance shall steel harness rods be allowed to be in contact with soils.

#### 3.24.04 **Meters**

Calculations for meter sizes shall be prepared ~~as described in Section 3.21.00 Services~~. The applicant shall prepare building plans and water demand calculations and submit them to the Building Division for review and approval. ~~The Public Works Department must approve all meter and service line sizes prior to beginning construction~~. The service lines, tap and meter shall be the same size, unless otherwise approved and/or required by the City. If the tap and meter are of different sizes, the fee shall be paid for the larger, unless a larger tap is approved and/or required by the City in which case the fee for the meter size shall be paid.

Water taps cannot be issued prior to a building and/or tap entitlement approval. Exceptions must be approved by the City Administrator; for example, conversion from well water to the City water system.

Public water meter installations inside any buildings are prohibited unless otherwise approved, in writing, by the City. Meters shall be located within publicly-owned rights-of-way or easements. Meter pits shall not be located within concrete areas or areas exposed to vehicle traffic, unless otherwise approved in writing by the City. If the City approves of locating a meter pit in a concrete area or an area exposed to light vehicle traffic, then a heavy duty meter pit design shall be used in accordance with the design detail in the Appendix of this Chapter.

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All water meters connected to the City of Fort Lupton's utility system shall be the property of the City. Under no circumstances shall anyone other than City personnel remove a water meter once the pit or vault has been inspected and approved. No connections shall be made in the meter pit, for irrigation or otherwise, by anyone other than authorized City personnel. Irrigation system connections shall be made downstream from the meter and a minimum of five feet from the meter pit or vault.

For any installation where special or unusual conditions might exist, detailed drawings, accompanied by a letter of explanation, shall be submitted to the City for review and approval.

For any water meter installation over 2 inches in size, detailed drawings of the proposed installation shall be submitted to the City for review and approval prior to construction.

There shall be no electrical wiring allowed in any water meter pit or vault unless authorized, in writing, by the City.

Inspections of all residential pits and commercial pits or vaults shall be conducted by the City. Locations and details for commercial pits or vaults shall be reviewed and approved in writing by the City.

#### **3.24.05 Fire Protection Service Line**

Valves on newly constructed fire lines shall be located on the tee at the main line. The owner shall maintain all private fire lines beginning at and including this valve. All fire sprinkler taps shall be installed with an approved backflow prevention device as defined by The Fort Lupton City Code 8-7-27 and a flow switch which will indicate when water has flowed through the line. A property requiring a domestic service line and a fire protection service line will have separate taps for each. Fire protection service lines shall be constructed of PVC from the fire line valve to the 90 degree bend for the building standpipe. The 90 degree bend and standpipe shall be ductile iron pipe in conformance with the International Fire Code as adopted by the Building Division. Fire line valves shall have a flange connection and shall bolt directly to a mechanical joint anchoring tee (swivel tee) at the main.

#### **3.24.06 Valve Vaults**

All valves larger than 12 inches shall be installed in a vault in accordance with the detail drawings in the Appendix of this chapter. All valve vaults shall be capable of withstanding AASHTO H-20 highway loading. The vault shall also have lift hooks in the roof for valve removal inside the vault.

Vaults shall be made water proof after construction by use of sealants, epoxies or other approved methods. All vaults shall be designed with wall sleeves and link seal and be capable of handling thrusts caused by removing valves. All vent pipes for vaults shall be installed in conformance with the detail drawings in the Appendix of this chapter.

#### **3.24.07 Manholes**

Manholes shall be installed on all pressure regulating valves, permanent blow-off installations, and air release valves in accordance with the detail drawing in the Appendix of this chapter.

#### **3.24.08 Backflow Prevention Assemblies**

To prevent backflow contamination of the City of Fort Lupton's potable water system, a reduced pressure zone (RPZ) backflow prevention device shall be installed inside the structure after the main shut off valve on all non-residential water service lines or where any condition

might exist that would result in a higher pressure downstream of the water meter than exists in the main line and that could allow backflow or back siphonage of polluted or contaminated water or other substances from the water user's system. The assembly shall be installed per Colorado Department of Public Health and Environment guidelines and Colorado Plumbing Code to allow for proper operation and easy access for annual testing and maintenance.

A reduced pressure zone backflow prevention device shall be used for all non-residential irrigation services. This shall be required for both domestic potable and well water sources. The assembly shall be located a minimum of five feet downstream of the water meter and installed per Colorado Department of Public Health and Environment guidelines and Colorado Plumbing Code to allow for proper operation and easy access for annual testing and maintenance.

### **3.25 BACKFLOW PREVENTION CROSS CONNECTION CONTROL**

#### **(1) Purpose**

The purpose of this program is to protect the public water system from contaminants or pollutants that could enter the distribution system by backflow from a customer's water supply system through the service connection.

#### **(2) Authority**

The authority to implement this program is contained in the following statute, legislation and regulations and acts:

- a. Article 1-114 and Article 1-114.1 of Title 25 of the Colorado Revised Statutes (CRS)
- b. Section 39 of 5 CCR 1002-11, Colorado Primary Drinking Water Regulations
- c. Colorado Plumbing Code

#### **(3) Applicability**

This Standard applies to all commercial, industrial and multi-family residential service connections within the public water system and to any persons outside the City who are, by contract or agreement with the public water system, users of the public water system. This Standard does not apply to single-family-residential service connections unless the Public Works Director becomes aware of a cross connection at the single family connection.

#### **(4) Definitions**

- a. "ACTIVE DATE" means the first day that a backflow prevention assembly or backflow prevention method is used to control a cross-connection in each calendar year.
- b. "AIR GAP" is a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel installed in accordance with standard AMSE A112.1.2.
- c. "BACKFLOW" means the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the public water systems distribution system from any source or sources other than its intended source.
- d. "BACKFLOW CONTAMINATION EVENT" means backflow into a public water system from an uncontrolled cross connection such that the water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health and/or safety risk to the public.
- e. "BACKFLOW PREVENTION ASSEMBLY" means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow

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- contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross connection and is an in-line field-testable assembly.
- f. “BACKFLOW PREVENTION METHOD” means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.
  - g. “CERTIFIED CROSS-CONNECTION CONTROL TECHNICIAN” means a person who possesses a valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA). If a certification has expired, the certification is invalid.
  - h. “CONTAINMENT” means the installation of a backflow prevention assembly or a backflow prevention method at any connection to the public water system that supplies an auxiliary water system, location, facility, or area such that backflow from a cross connection into the public water system is prevented.
  - i. “CONTAINMENT BY ISOLATION” means the installation of backflow prevention assemblies or backflow prevention methods at all cross connections identified within a customer’s water system such that backflow from a cross connection into the public water system is prevented.
  - j. “CONTROLLED” means having a properly installed, maintained, and tested or inspected backflow prevention assembly or backflow prevention method that prevents backflow through a cross connection.
  - k. “CROSS CONNECTION” means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety risk to the public, to flow from any pipe, plumbing fixture, or a customer’s water system into a public water system’s distribution system or any other part of the public water system through backflow.
  - l. “MULTI-FAMILY” means a single residential connection to the public water system’s distribution system from which two or more separate dwelling units are supplied water.
  - m. “SINGLE-FAMILY” means:
    - i. A single dwelling which is occupied by a single family and is supplied by a separate service line; or
    - ii. A single dwelling comprised of multiple living units where each living unit is supplied by a separate service line.
  - n. “UNCONTROLLED” means not having a properly installed and maintained and tested or inspected backflow prevention assembly or backflow prevention method, or the backflow prevention assembly or backflow prevention method does not prevent backflow through a cross connection.
  - o. “WATER SUPPLY SYSTEM” means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure, or premises. Water supply systems are also referred to commonly as premise plumbing systems.

(5) Requirements

- a. Under no circumstances shall any connection of the non-potable irrigation water system be made to the domestic potable water system.
- b. Commercial, industrial and multi-family service connections shall be subject to a survey for cross connections. If a cross connection has been identified an appropriate backflow prevention assembly and or method shall be installed at the customer’s water service connection within 120 days of its discovery. The assembly shall be installed downstream of the water meter or as close to that location as deemed practical by the public water system. If the assembly or method cannot be installed within 120 days the

Public Works Director must take action to control or remove the cross connection, suspended service to the cross connection or receive an alternative compliance schedule from the Colorado Department of Public Health and Environment.

- c. In no case shall it be permissible to have connections or tees between the meter and the containment backflow prevention assembly.
  - i. In instances where a reduced pressure principle backflow preventer cannot be installed, the owner must install approved backflow prevention devices or methods at all cross-connections within the owner's plumbing system.
- d. Backflow prevention assemblies and methods shall be installed in a location which provides access for maintenance, testing and repair.
- e. Reduced pressure principle backflow preventers shall not be installed in manner subject to flooding.
- f. Provisions shall be made to provide adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a manner which does not impact waters of the state.
- g. All assemblies and methods shall be protected to prevent freezing. Those assemblies and methods used for seasonal services may be removed in lieu of being protected from freezing. The assemblies and methods must be reinstalled and then tested by a certified cross-connection control technician upon reinstallation.
- h. Where a backflow prevention assembly or method is installed on a water supply system using storage water heating equipment such that thermal expansion causes an increase in pressure, a device for controlling pressure shall be installed.
- i. All backflow prevention assemblies shall be tested at the time of installation and on an annual schedule thereafter. Such tests must be conducted by a Certified Cross-Connection Control Technician.
- j. The Public Works Director shall require inspection, testing, maintenance and as needed repairs and replacement of all backflow prevention assemblies and methods, and of all required installations within the owner's plumbing system in the cases where containment assemblies and or methods cannot be installed.
- k. All costs for design, installation, maintenance, testing and as needed repair and replacement are to be borne by the customer.
- l. No "grandfather clauses" exist except for fire sprinkler systems where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system.
- m. For new buildings, all building plans must be submitted to the Public Works Director and approved prior to the issuance of water service. Building plans must show:
  - i. Water service type, size and location
  - ii. Meter size and location
  - iii. Backflow prevention assembly size, type and location
  - iv. Fire sprinkler system(s) service line, size and type of backflow prevention assembly.
    - i. All fire sprinkling lines shall have a minimum protection of an approved double check valve assembly for containment of the system.
    - ii. All glycol (ethylene or propylene), or antifreeze systems shall have an approved reduced pressure principle backflow preventer for containment.
    - iii. Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.
    - iv. In cases where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system the



Public Works Director can choose to not require the backflow protection. The Public Works Director will measure chlorine residual at location representative of the service connection once a month and perform periodic bacteriological testing at the site. If the Public Works Director suspects water quality issues the Public Works Director will evaluate the practicability of requiring that the fire sprinkler system be flushed periodically.

(6) Inspection, Testing and Repair

- a. Backflow prevention assemblies or methods shall be tested by a Certified Cross-Connection Control Technician upon installation and tested at least annually, thereafter. The tests shall be made at the expense of the customer.
  - i. Any backflow prevention assemblies or methods that are non-testable, shall be inspected at least once annually by a certified cross-connection control technician. The inspections shall be made at the expense of the customer.
- b. As necessary, backflow prevention assemblies or methods shall be repaired and retested or replaced and tested at the expense of the customer whenever the assemblies or methods are found to be defective.
- c. Testing gauges shall be tested and calibrated for accuracy at least once annually.

(7) Reporting and Recordkeeping

- a. Copies of records of test reports, repairs and retests, or replacements shall be kept by the customer for a minimum of three (3) years.
- b. Copies of records of test reports, repairs and retests shall be submitted to the Public Works Director by mail, facsimile or e-mail by the testing company or testing technician.
- c. Information on test reports shall include, but may not be limited to,
  - i. Assembly or method type
  - ii. Assembly or method location
  - iii. Assembly make, model and serial number
  - iv. Assembly size
  - v. Test date; and
  - vi. Test results including all results that would justify a pass or fail outcome
  - vii. Certified cross-connection control technician certification agency
  - viii. Technician's certification number
  - ix. Technician's certification expiration date
  - x. Test kit manufacturer, model and serial number
  - xi. Test kit calibration date
- b. The Public Works Director shall give notice in writing to any owner whose plumbing system has been found to present a risk to the public waters system's distribution system through an uncontrolled cross connection. The notice and order shall state that the owner must install a backflow prevention assembly or method at each service connection to the owner's premises to contain the water service. The notice and order will give a date by which the owner must comply.
  - i. In instances where a backflow prevention assembly or method cannot be installed, the owner must install approved backflow prevention assemblies or methods at all cross-connections within the owner's water supply system. The notice and order will give a date by which the owner must comply.

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(10) Conflict with other codes.

- a. If a dispute or conflict arises between the Colorado Plumbing Code, and any plumbing, mechanical, building, electrical, fire or other code adopted by the State, then the most stringent provisions of each respective code shall prevail.

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## **CHAPTER 3**

### **WATER SYSTEM**

#### **3.00.00      INTRODUCTION**

All water distribution systems constructed within the City of Fort Lupton shall comply with the requirements of these DESIGN STANDARDS and may include additional special criteria established by the City for overall hydraulics of the water utility system. Special criteria shall be outlined at pre-design meetings, as determined necessary by the City.

In the case of water mains larger than 16 inches, the owner or his representative shall submit construction specifications to the City for review and approval prior to the City's approval of the construction drawings.

#### **3.01.00      INTERRUPTION OF SERVICE**

The City's Public Works Division will operate all existing valves, hydrants, blow-offs and curb stops. **NO VALVE OR OTHER CONTROL DEVICE ON THE EXISTING PUBLIC SYSTEM WILL BE OPERATED FOR ANY PURPOSE BY ANYONE OTHER THAN THE CITY WITHOUT PRIOR WRITTEN AUTHORIZATION.** Twenty-four hours prior to the interruption of service, the contractor shall notify all users whose service will be interrupted in order for them to make provisions for necessary water storage. For water mains servicing commercial areas (i.e., restaurants) 48 hours prior notice shall be given, and work affecting the shut-down shall be coordinated with each business. No water line in service will be shut down for more than a four-hour period at one time. Prior approval by the City is required for all shutdowns.

#### **3.02.00      WATER BREAKS**

If notification prior to shutdown is impossible, the contractor shall notify all users within one hour after the shutdown. Since prior notification was not possible, it will be the responsibility of the contractor to supply potable water to the users affected. The contractor shall also contact the City's Public Works Division and Fire Department in reference to this emergency shutdown within one hour.

#### **3.03.00      METER SET INSTALLATION REINSPECTION FEE**

Water tap fees provide for the initial inspection of the meter set only. Where additional inspections are made necessary by incomplete or faulty work, a fee in accordance with City Code will be charged for the second inspection and each subsequent inspection. This fee shall be charged to the holder of the permit and paid to the City before any additional inspections will be made.

**TO SCHEDULE AN INSPECTION DURING REGULAR BUSINESS HOURS, CONTACT PUBLIC WORKS DEPARTMENT AT 303-857-6694. FOR AFTER HOURS EMERGENCIES CALL POLICE DISPATCH AT 720-652-4222.**

### 3.10.00 DESIGN CRITERIA

#### 3.11.00 SCOPE

It is the intent of this "design criteria" section to provide sufficient detailed information to enable the Engineer for the Owner/Developer to correctly and efficiently design the overall water systems for a particular development. If there is a question or a concern regarding the design of any portion of the water system that is not adequately answered within this chapter, the owner/developer or his representative shall contact the City to get all issues resolved prior to design. Any deviation from these DESIGN STANDARDS must be approved in writing by the City.

#### 3.12.00 GENERAL

The water system shall be designed by or under the direct supervision of a professional engineer registered in the State of Colorado utilizing the most current technical standards along with good, sound engineering judgment throughout the design process. The engineer shall have experience in the design and construction of municipal water distribution systems. The development approval process includes the submittal of a Preliminary Development Plan, an Official Development Plan, utility study and construction drawings for review and approval by the City.

For design of the water system, the Fire Department shall be contacted early in the design process in order to determine the required fire flows for proposed facilities. Fire flow requirements will likely dictate the sizing and layout of the water distribution system.

All new subdivision development will be required to include a dual/nonpotable water system for irrigation purposes. Building plans will incorporate WaterSense practices in accordance with Colorado HB 19-1231. Irrigation systems will be designed to support the approved Landscape Plans. Landscape designs will be in accordance with City Code standards *Chapter 16, Article VIII. – Landscape and Site Design Standards*.

##### 3.12.01 Water System Utility Study Requirements

The Utility Study shall include the following information and shall be bound in an 8 ½ x 11 inch folder:

- A) **Certification statement** - shall be included at the beginning of the report and shall read as follows: "This Utility Report for the design of the \_\_\_\_\_ development was prepared by me or under my direct supervision in accordance with the City of Fort Lupton's Design Standards and acceptable professional practices of the industry. We acknowledge that the City of Fort Lupton's review of this Utility Study is only for general conformance with submittal requirements, current design criteria and standard engineering principles and practices. We are also aware of the provisions of the City Code of the City of Fort Lupton." The seal and signature of the professional engineer responsible for preparing the report shall follow this statement.
- B) **Report text** for the water system design shall include the following at a minimum:
  - a) **Project location and Description** – a description of the boundary streets, project area and type of development proposed or anticipated use. Include a vicinity map.
  - b) **System layout** – a description of the existing and proposed water infrastructure in conformance with the City's latest master plan shall be provided and reference shall be made to a figure in the back of the report illustrating these improvements.

The description shall include the sizes and types of existing and proposed pipes and the influence of the improvements on the project and surrounding area.

- c) **Design flow requirements** – Complete design flow calculations for potable and nonpotable systems and a discussion explaining the calculations and assumptions shall be provided. Items shall include types of facilities to be served, fire flow calculations based on building construction type and floor area, developed land area, number of units based on land use, and population densities. Calculations for Average Day, Max Day and Peak Hour demands shall be presented. Max Day plus Fire Flow and Peak Hour demand scenarios shall be evaluated for worst case and shall include domestic demands, building sprinkler flows and domestic irrigation flows. Data shall be presented in table format, if possible, for ease of reading. The report shall acknowledge that the Public Works Department/Fire Department has provided the required fire flows and that they approve of the proposed fire hydrant locations.
  - d) **Hydraulic Analysis** – A detailed description of modeling assumptions and rationale shall be provided in the report text such that the analysis is clear and can be confirmed. Results of the analysis at a minimum shall include: minimum and maximum system pressures for the various scenarios modeled, corresponding node locations, distribution of fire flows among hydrants, and maximum pipe velocities. Data should be presented in table format. Reference shall be made to modeling data in the appendix and a figure of the pipe and node network provided.
  - e) **Water share requirements** - Complete annual water demand calculations and a discussion explaining the calculations and assumptions shall be provided. Items shall include types of facilities to be served, demands based on building type and floor area, number of units based on land use, population densities and irrigation requirements. Use of the City’s “*Water Dedication Calculation*” spreadsheet will be required.
  - f) **Conclusions** – a description of the results and how they follow the City criteria shall be provided. Any deviations from the City criteria shall be described and applicable variances requested.
- C) **Appendices** - Printed data output from the modeling results shall be provided in the appendix and shall correspond with a figure of the pipe and node network. The appendix shall also include hydrant flow test results, hand calculations, “*Water Dedication Calculation*” spreadsheet and any other pertinent data. A large size figure (24” x 36”) illustrating the existing and proposed utility improvements shall be provided and shall conform to the City’s latest master plan. The drawing shall include pressure zone boundaries, building finished floor elevations, elevation contours and locations of proposed and existing utility easements and right-of-way.

### 3.13.0 DESIGN DEMAND

The domestic demands for a particular development vary depending on the type of development, land use density, irrigation demand and building fire sprinkler flow requirements. However, the demand used to design a water system is largely a function of the required fire flow for a particular development.



There are two general categories of development for which domestic flow rates are determined: residential and commercial/industrial. Domestic demands for these developments are determined from Tables 3.13.A, 3.13.B and 3.13.C below and then peaking factors are applied to develop the Maximum Day Demand and Peak Hour Demand as follows:

$$\begin{aligned}\text{Maximum Day Demand} &= 2.5 \times \text{Average Day Demand} \\ \text{Peak Hour Demand} &= 4.0 \times \text{Average Day Demand}\end{aligned}$$

Domestic demands for a development shall be combined with peak irrigation demand, building fire sprinkler demand and the project fire flow. The peak irrigation demand shall be determined by the irrigation designer and the fire sprinkler demand shall be determined by the fire sprinkler Engineer. The fire flow for a project is determined from the 2018 International Fire Code and requires the approval of the City Fire Marshal. Factors such as building area and construction type are required to determine the fire flow for a structure.

The design of the water distribution system shall be based on the higher of the two demand scenarios:

Maximum Day Demand + project fire flow + building fire sprinkler flow + peak irrigation flow, or

Peak Hour Demand + peak irrigation flow.

The City shall be consulted for design criteria with regard to non-standard developments, design of municipal infrastructure such as transmission mains, pump stations, etc. and for development with unusually high demands. The Public Works Director/City Engineer shall have final input in these instances.

Residential Average Day Demand shall be based on density, and zoning as determined by the Preliminary Development Plan and Official Development Plan for the project. A per capita demand of 200 gallons per person per day shall be applied toward the People per Unit specified in Table 3.13.A below. For residential planning purposes, Average Day Demand can be calculated on an acreage basis as specified in Table 3.13.A.

**Table 3.13.A – Residential Average Day Demand Data.**

| Zoning                               | Type of Development    | Units per Acre* | People per Unit* | GPCD* | Gallons per Acre-Day** |
|--------------------------------------|------------------------|-----------------|------------------|-------|------------------------|
| R-1                                  | Single Family Detached | Up to 5         | 2.75             | 110   | 1560                   |
| R-1A and R-2                         | Single Family Mixed    | Up to 10        | 2.75             | 70    | 1925                   |
| R-3, MH and RO Residential Component | Single Family Attached | Up to 18        | 2.75             | 45    | 2230                   |

Commercial and industrial Average Day Demands will vary widely depending on the type of development. The following criteria in Table 3.13.B is based on historic information from the City's water records and can be used to estimate the water usage for the various developments listed. The City of Fort Lupton Engineering Division should be consulted to determine tap fees.

**Table 3.13.B – Commercial/Industrial Average Day Demand Data (Based on Building Area)**

| Type of Development          | Unit | Design Demand (gallons/unit-day) |
|------------------------------|------|----------------------------------|
| Auto Service and Repair      | sf   | 0.12                             |
| Car Wash                     | bay  | 528                              |
| Childcare                    | sf   | 0.32                             |
| Church                       | sf   | 0.18                             |
| Grocery Store                | sf   | 0.22                             |
| Gas Station with Car Wash    | sf   | 8                                |
| Gas Station without Car Wash | sf   | 1.32                             |
| Hospital                     | sf   | 0.32                             |
| Hotel/Motel                  | room | 130                              |
| Medical Office               | sf   | 0.2                              |
| General Offices              | sf   | 0.04                             |
| Restaurant                   | sf   | 1.1                              |
| Retail/Shopping Center       | sf   | 0.16                             |
| School                       | sf   | 0.06                             |
| Warehouse/Industrial         | sf   | 0.04                             |

For commercial and industrial planning purposes, average day demands can be calculated on an acreage basis as specified in Table 3.13.C. Actual planned usage should be used, when available, for demand calculations.

**Table 3.13.C – Commercial/Industrial Average Day Demand Data (Based on Acreage)**

| Type of Development               | Gallons per Acre-Day** |
|-----------------------------------|------------------------|
| Retail Commercial                 | 1400                   |
| Office                            | 1400                   |
| Business Park                     | 1400                   |
| District Center (non-residential) | 1400                   |
| Industrial                        | 220                    |
| School/Church                     | 630                    |

\* From the “2025 City of Fort Lupton Comprehensive Land Use Plan” and the 2024 Brendle Group Water Data Tool

\*\* From the City of Fort Lupton “Water and Sewer Infrastructure Master Plan”, URS, 2010.

### **3.14.00 WATER SHARE REQUIREMENTS**

The City of Fort Lupton is a participating municipality of Smart Water Policies in implementing WaterWise solutions for conservation of our precious water resources. All new development is required to incorporate water saving/efficient plumbing fixtures in accordance with Water Sense practices. All landscape and irrigation designs are required to include Water Wise strategies and techniques.

#### **3.14.01 Potable Water Demand**

Annual water consumption for residential development will be calculated based on Table 3.14.01. The consumption factors are based on historical, metered water consumption within the City.

Annual water consumption for commercial and industrial taps will be calculated based on design process flows, anticipated uses and consumption requirements.

**Table 3.14.01 – Potable Raw Water Dedication**

| Effective February 1, 2025 (Resolution 2024R058) |        |                                                                    |                   |                                       |                                 | \$70,000.00                                        | /CBT Share                                  |
|--------------------------------------------------|--------|--------------------------------------------------------------------|-------------------|---------------------------------------|---------------------------------|----------------------------------------------------|---------------------------------------------|
| Potable Tap Size Residential                     | SFE    | Pre-study<br>Residential<br>Indoor Use<br>Only Lot<br>Size Sq. ft. | Number<br>of Lots | Raw<br>Water in<br>Acre-feet /<br>Lot | Total Raw<br>Water<br>Acre-feet | Cah In Lieu<br>Value =<br>\$70,000 per<br>CBT Unit | Annual<br>Allotment<br>(Metered<br>Gallons) |
| 3/4" Inside Use Micro                            | 1      | Up to 5k                                                           | 1                 | 0.18                                  | 0.18                            | \$18,000.00                                        | 59,000                                      |
| 3/4" Single Family                               | 1      | 5K to 10K                                                          | 1                 | 0.25                                  | 0.25                            | \$25,000.00                                        | 82,000                                      |
| 3/4" Econo                                       | 1      | 10K to 25k                                                         | 1                 | 0.35                                  | 0.35                            | \$35,000.00                                        | 114,000                                     |
| 3/4" Urban                                       | 1      | TBD                                                                | 1                 | 0.5                                   | 0.5                             | \$50,100.00                                        | 163,000                                     |
| 3/4" Standard                                    | 1      | TBD                                                                | 1                 | 0.7                                   | 0.7                             | \$70,000.00                                        | 228,000                                     |
| 3/4" Full                                        | 1      | TBD                                                                | 1                 | 1                                     | 1                               | \$100,100.00                                       | 326,000                                     |
| 1"                                               | 1      | TBD                                                                | 1                 | 1.1                                   | 1.1                             | \$110,110.00                                       | 359,000                                     |
| <b>Total Subdivision Residential</b>             |        |                                                                    |                   |                                       | <b>4.08</b>                     | <b>\$408,000.00</b>                                |                                             |
| TapSize Commercial                               |        |                                                                    |                   |                                       |                                 |                                                    |                                             |
| 3/4" Standard                                    | 2      |                                                                    | 1                 | 0.7                                   | 0.7                             | \$70,000.00                                        | 228,000                                     |
| 3/4" Full                                        | 2      |                                                                    | 1                 | 1                                     | 1                               | \$100,100.00                                       | 326,000                                     |
| 1"                                               | 4.8    |                                                                    | 1                 | 1.8                                   | 1.8                             | \$180,180.00                                       | 586,800                                     |
| 1 1/2"                                           | 11     |                                                                    | 1                 | 3.5                                   | 3.5                             | \$350,350.00                                       | 1,141,000                                   |
| 2"                                               | 20     |                                                                    | 1                 | 5.6                                   | 5.6                             | \$560,560.00                                       | 1,825,600                                   |
| 3"                                               | 43     |                                                                    |                   | TBD                                   |                                 | TBD                                                | TBD                                         |
| 4"                                               | 82     |                                                                    |                   | TBD                                   |                                 | TBD                                                | TBD                                         |
| 6"                                               | 217.98 |                                                                    |                   | TBD                                   |                                 | TBD                                                | TBD                                         |
| <b>Total Subdivision Commercial</b>              |        |                                                                    |                   |                                       | <b>11.90</b>                    |                                                    |                                             |

### 3.14.02 Irrigation Demand

Annual irrigation water consumption for residential development will be calculated based on Table 3.14.02. The consumption factors are based on historical, metered irrigation water consumption within the City.

Annual water consumption for commercial and industrial taps will be calculated based on design landscape drawing, irrigation plan and consumption requirements during a seven (7) month irrigation season. The WaterWise water budget tool, *ws\_water\_budget\_tool\_v1\_04.xls*, will be used to assess the annual water budget allowance and designed irrigation consumption.

**Table 3.14.02 – Nonpotable Raw Water Dedication**

| Effective: February 1, 2025 (Resolution 2024R058) |                          |                                        |                           |                        |                           | \$0.13 /Gallon                             |                                    |       |
|---------------------------------------------------|--------------------------|----------------------------------------|---------------------------|------------------------|---------------------------|--------------------------------------------|------------------------------------|-------|
| Nonpotable Tap Size Residential                   | Single Family Equivalent | Pre-study Residential Lot Size Sq. ft. | Number of Lots            | Raw Water in Acre-feet | Total Raw Water Acre-feet | Cash-in-Lieu EX: If cost \$0.13 per gallon | Annual Allotment (Metered Gallons) |       |
| 3/4" Inside Use Micro                             | 1                        | Up to 1k                               | 1                         | 0.18                   | 0.18                      | \$7,700.00                                 | 59,000                             |       |
| 3/4" Single Family                                | 1                        | 1k to 4k                               | 1                         | 0.25                   | 0.25                      | \$10,700.00                                | 82,000                             |       |
| 3/4" Econo                                        | 1                        | 4k to 6k                               | 1                         | 0.35                   | 0.35                      | \$14,900.00                                | 114,000                            |       |
| 3/4" Urban                                        | 1                        | 6k to 10k                              | 1                         | 0.5                    | 0.5                       | \$21,200.00                                | 163,000                            |       |
| 3/4" Standard                                     | 1                        | 10k to 15k                             | 1                         | 0.7                    | 0.7                       | \$29,700.00                                | 228,000                            |       |
| 3/4" Full                                         | 1                        | 15k to 25K                             | 1                         | 1                      | 1                         | \$42,400.00                                | 326,000                            |       |
| 1"                                                | 1                        | TBD                                    | 1                         | 1.1                    | 1.1                       | \$46,700.00                                | 359,000                            |       |
|                                                   |                          |                                        |                           |                        |                           |                                            |                                    |       |
| Commercial                                        |                          |                                        |                           |                        |                           |                                            |                                    |       |
| 3/4" Standard                                     | 2                        |                                        | 1                         | 0.7                    | 0.7                       | \$29,700.00                                | 228,000                            |       |
| 3/4" Full                                         | 2                        |                                        | 1                         | 1                      | 1                         | \$42,400.00                                | 326,000                            |       |
| 1"                                                | 5                        |                                        | 1                         | 1.8                    | 1.8                       | \$76,300.00                                | 586,800                            |       |
| 1 1/2"                                            | 11                       |                                        | 1                         | 3.5                    | 3.5                       | \$148,400.00                               | 1,141,000                          |       |
| 2"                                                | 20                       |                                        | 1                         | 5.6                    | 5.6                       | \$237,400.00                               | 1,826,000                          |       |
| 3"                                                | 43                       |                                        |                           | TBD                    |                           |                                            | TBD                                |       |
| 4"                                                | 82                       |                                        |                           | TBD                    |                           |                                            | TBD                                |       |
| 6"                                                | 217.98                   |                                        |                           | TBD                    |                           |                                            | TBD                                |       |
|                                                   |                          |                                        |                           |                        |                           |                                            |                                    |       |
| Non-Pot Commercial (TBD)                          |                          | Total Area (Acres)                     | Bldg / Pavement Area (SF) | Open Space (SF)        | Natural OS (SF)           | Irrigated Area (SF)                        | **Gallons per Year                 | Ac-ft |
| Lot Total Area                                    |                          | 5                                      | 45,000                    | 172,800                | 57,000                    | 115,800                                    | 1,389,600                          | 4.3   |
|                                                   |                          |                                        |                           |                        |                           |                                            |                                    |       |
| **WaterWise Budget                                | 12                       | Gal/year/sf                            |                           |                        | WaterWise Baseline        |                                            | 630,685                            | 1.9   |
|                                                   |                          |                                        |                           |                        | WaterWise Budget (LWA)    |                                            | 430,685                            | 1.3   |

### 3.15.00 HYDRAULIC DESIGN

A computer generated hydraulic analysis of the proposed infrastructure, or “model”, shall be developed using standard industry software such as WaterCAD or City approved equal. In order for the model to properly correlate with the City’s distribution system, a hydrant flow test needs to be performed on nearby hydrants and static and residual pressures obtained as a function of flow rate. This data shall be used in the model to develop a water source curve, represented by a reservoir and pump, and this will allow modeled pressures to vary over a range of imposed demands. The water source curve functions as a boundary condition in the model where proposed piping interfaces with the existing distribution system at this boundary.

The objective during hydrant flow testing is to obtain a flow rate similar to the design demand required for the proposed development. The hydrants to be tested shall be determined by the City and data obtained during this test shall be valid for up to one-year, unless otherwise approved in writing by the City. Distribution system factors may require that a fire flow be increased for a particular area of the system, as determined by Public Works/City engineering staff. A hydrant flow test shall be requested by the design engineer from the City Public Works/Engineering Department.

Special analysis may be required by the City for developments requiring large flow demands and shall be discussed with the City Engineer. Future changes in zone pressures, in conformance with the City's latest master plan, shall be considered in the hydraulic analysis.

Upon approval by the City, exceptions to the computer generated hydraulic analysis may be made for the following:

- Developments requiring low domestic demands (less than 600 gpm) and with no fire flow requirement; or
- Developments proposing less than 200 feet of water main and no required fire hydrants.

For the above cases, hydraulic calculations should be provided as part of the Utility Report and shall demonstrate acceptable system pressures and velocities as a result of required flows.

### **3.15.00 OPERATING PRESSURES WITHIN THE DISTRIBUTION SYSTEM**

Minimum recommended pressure within the distribution system shall be 50 pounds per square inch during the Peak Hour Demand and the maximum recommended pressure during the Average Day Demand shall be 100 pounds per square inch.

The maximum pressure fluctuation at any location in the distribution system between Peak Hour Demand and Average Day Demand shall not exceed 30 pounds per square inch.

The minimum pressure involving a fire flow scenario shall be 20 pounds per square inch as measured at the highest living space in the building(s).

### **3.16.00 PRESSURE REGULATING STATIONS**

Pressure-reducing valve (PRV) installations are used to control pressure between distribution system pressure zones. When main extension plans are submitted for review, the need for a pressure-regulating valve installation shall be determined jointly by the developer's engineer and the City. Plans shall be submitted as part of the utility study indicating size, type, and location of the PRV installation. All calculations shall be submitted to the City for review.

For individual water services to buildings, water pressure regulators will be required if system pressures exceed 80 psi or at the discretion of the Building Division.

### **3.17.00 SIZING OF MAINS**

#### **3.17.01 Distribution Mains**

All water mains shall be sized large enough to provide for domestic, irrigation, and fire protection flows to the area serviced. The maximum acceptable head loss for six, eight, ten and twelve inch mains is two feet per thousand feet of main for the Peak Hour Demand scenario. This acceptable head loss rate shall not apply for fire flow scenarios. The maximum pipe velocity for non-fire flow scenarios shall be 5 feet per second and for fire flow scenarios shall be 7 feet per second. Final size of distribution mains shall be approved in writing by the City. Over sizing of mains may be required by the City, and the recovery of the costs of such over sizing shall be in accordance with the City of Fort Lupton Municipal Code.

The minimum diameter for water mains in residential areas, including cul-de-sacs, shall be 8 inches. All schools, shopping centers, business parks, industrial parks, and high-density residential areas shall be looped with mains at least 8 inches in diameter. All waterlines shall be

looped. No dead-end mains, except lines extending into cul-de-sacs serving not more than 6 single-family residential units, nor mains extending more than 150 feet from the lateral connection, will be permitted. All stubs and dead end mains shall have a blow-off installed. With the exception of fire hydrant laterals, only polyvinyl chloride (PVC) pipe is approved for water main installations 12 inches in diameter and smaller. Any other material proposed must be approved in writing by the City prior to construction. A Hazen-Williams “C” coefficient of 130 shall be used when modeling PVC and DIP pipe.

### **3.17.02 Transmission Mains**

All transmission mains shall be sized in compliance with the City's "Water Distribution System Study," latest edition, or as otherwise approved in writing by the City. See section 3.22.00 for further details.

### **3.17.03 Irrigation Mains**

All irrigation mains shall be sized large enough to provide for irrigation flows to the area serviced. The maximum acceptable head loss for irrigation mains is two feet per thousand feet of main for the Peak Irrigation Demand scenario. The maximum pipe velocity shall be 5 feet per second. Final size of distribution mains shall be approved in writing by the City. Over sizing of mains may be required by the City, and the recovery of the costs of such over sizing shall be in accordance with the City of Fort Lupton Municipal Code.

The minimum diameter for irrigation mains in residential areas, including cul-de-sacs, shall be 4-inches. Only polyvinyl chloride (PVC) or High-Density Polyethylene (HDPE) pipe, purple or purple striped is approved for irrigation main installations. A Hazen-Williams “C” coefficient of 130 shall be used when modeling pipe.

## **3.18.00**

## **SYSTEM LAYOUT – CONSTRUCTION PLAN CRITERIA**

### **3.18.01 General**

All water mains shall be installed in dedicated rights-of-way or public easements. Water main installation in easements between single-family residential lots will only be allowed for the purpose of looping a water main at the end of a cul-de-sac. Waterlines should NOT be installed parallel to and directly below any concrete such as sidewalks, curbs, or gutters. Lines shall normally be located 5 feet north or west of street centerline, or 5 feet north or west of a curbed median, unless otherwise approved in writing by the City.

The minimum depth of cover for water mains from the final approved grade of the surface to the top of the water main shall be 5 feet. Where final grades have not been established, mains shall be installed to a depth great enough to insure 5 feet of cover below the approved future grade but in no event less than 5 feet of cover from the temporary grade. The maximum depth of cover for water mains shall be 8 feet below the final approved grade of the surface unless approved otherwise, in writing, by the City.

Plan and profile shall be required for all water main designs. Utility crossings shall be identified in the profile views for all known or planned utilities. The vertical alignment of water mains shall be designed such that unnecessary high points are avoided. If a high point in the main cannot be avoided, a controlled high point shall be located at a fire hydrant tee where trapped air in the system can be bled. For controlled high points in transmission mains (16 inch and larger), combination air valves shall be provided. High points at a water main lowering should be avoided by deflecting the main on both sides of the lowering such that positive pipe grades are maintained to controlled high points in the system. To maintain positive pipe grades



to controlled high points, the maximum depth of cover to the main can increase to 8 feet, if approved in writing by the City. Refer to Sections 3.18.02 and 3.18.06 for the alignment of water lines with sewer lines. Refer to Section 3.18.07 for the design of combination air valves.

Potable water mains shall be laid a minimum of ten feet, horizontally and edge to edge, from any existing or proposed utility. Upon written approval by the City, a water main may be laid closer than ten feet to a parallel sewer main if it is laid in a separate trench and if the elevation of the invert of the water main is at least 18 inches above the crown of the sewer main and, in addition, PVC C-900 is used for the sewer main.

Water mains shall be designed such that they extend the entire frontage of the property to be served or as otherwise approved in writing by the City.

When the water main passes under a highway, railroad, or waterway, there shall be a minimum of five feet of cover and a steel casing shall be installed in accordance with the detail drawing in the Appendix of this chapter. The steel casing shall extend the entire width of the right-of-way or easement of the crossing structure or as directed by the City. In all cases, valves shall be located such that the water main at such crossings can be completely isolated without interruption of any services.

#### **3.18.02 Waterline Crossing Over A Sanitary Sewer Line**

When there is less than 18 inches of vertical clearance between the water main and the sanitary sewer, the sanitary sewer shall be encased in concrete a minimum of nine feet on each side of the centerline of the crossing or polyvinyl chloride pressure pipe in accordance with American Water Works Association C900, pressure class 305 psi may be used for the sanitary sewer.

#### **3.18.03 Waterline Crossing Over A Storm Sewer Line**

When there is less than 18 inches of vertical clearance between the water main and the storm sewer, each joint of the storm sewer within nine feet of the centerline of the crossing shall be encased in concrete.

Freeze potential of a water main shall be evaluated when crossing storm sewers or other exposures to the elements. If a water main crosses a storm sewer with 3 feet or less of vertical clearance, a 12" thick layer of extruded polystyrene insulating foam, also referred to as "XPS" shall be provided all around the water main for a minimum of 5 feet on each side of the storm sewer. The sheets of "XPS" shall be thick enough to allow shaping of the material so it fits snugly around all sides of the pipe leaving a minimum 12" thickness around all sides of the pipe. Bonding of individual sheets of "XPS" shall be in accordance with section 3.61.03 of these Standards and Specifications. Crossings of dead-end water mains and storm sewer with less than 18 inches of vertical clearance shall be prohibited.

#### **3.18.04 Sanitary Sewer Line Crossing Over A Waterline**

In all cases, regardless of vertical clearance, the sanitary sewer shall be encased in concrete a minimum of nine feet on each side of the centerline of the crossing or polyvinyl chloride pressure pipe in accordance with American Water Works Association C900, pressure class 305 psi may be used.

#### **3.18.05 Storm Sewer Line Crossing Over A Waterline**

In all cases, regardless of vertical clearance, the joints of the storm sewer shall be encased in concrete a minimum of nine feet on each side of the centerline of the crossing.

Freeze potential of a water main shall be evaluated when crossing storm sewers or other exposures to the elements. If a water main crosses a storm sewer with 3 feet or less of vertical clearance, a 12" thick layer of extruded polystyrene insulating foam, also referred to as "XPS" shall be provided all around the water main for a minimum of 5 feet on each side of the storm sewer. The sheets of "XPS" shall be thick enough to allow shaping of the material so it fits snugly around all sides of the pipe leaving a minimum 12" thickness around all sides of the pipe. Bonding of individual sheets of "XPS" shall be in accordance with section 3.61.03 of these Standards and Specifications. Crossings of dead-end water mains and storm sewer with less than 18 inches of vertical clearance shall be prohibited.

#### **3.18.06 Limits on Vertical Separation**

Under no circumstances shall the vertical clearance between any waterline and sanitary sewer or storm sewer be less than 18 inches without written approval from the City.

#### **3.18.07 Combination Air Valves**

Combination air valves are necessary to serve several functions: they exhaust large volumes of air from the system during start-up, they open during draining or if a negative pressure occurs and they release accumulated air from the system during operation. The vertical alignment of water mains shall be designed such that unnecessary high points are avoided as described in section 3.18.01 of these DESIGN STANDARDS. If a high point in a distribution water main cannot be avoided, a controlled high point shall desirably be located at a fire hydrant tee where trapped air in the system can be bled through the fire hydrant. If this is not possible due to legitimate design constraints, an air valve shall be located at the high point and within a manhole. For controlled high points in transmission mains (16 inch and larger), combination air valves shall be provided (refer to the detail drawing in the appendix of this Chapter).

Combination air valves for distribution mains and transmission mains shall be sized by the engineer in accordance with the manufacturer's recommendations and approved by the Public Works Director/City Engineer.

### **3.19.00 EASEMENTS**

All water mains shall be in an easement which has a horizontal width of at least two times the depth to the pipe invert. The minimum easement shall be 20 feet in width for one utility, 30 feet in width for two utilities, and 40 feet in width for three utilities. Site-specific circumstances may dictate the need for wider easements. For normal depths, the main shall be located a minimum of 10 feet from and parallel to the edge of the easement. Meters and fire hydrants not installed within the right-of-way will require an easement dedication ten feet wide and extending five feet behind the meter or fire hydrant. If a fire hydrant lateral or water meter extends behind the curb more than ten feet, then the width of the easement shall be a minimum of 15 feet. All easements shall be for the exclusive use of the City of Fort Lupton. Neither landscaping (except grass and private irrigation systems) nor permanent structures (sheds, buildings, etc.) shall be placed in the easement.

The easement agreement, provided by the City, shall state that any temporary structures (including paving and fencing) placed in the easement shall be removed and replaced by the owner of the land when requested by the City so that maintenance can be performed. The owner of the land shall agree to hold the City of Fort Lupton harmless for any replacement of structures removed from the easement.

The following statement shall appear on all official development plans and all final plats.

#### **UTILITY MAINTENANCE STATEMENT**

*All public water, storm sewer and sanitary sewer mains and appurtenances located in public ROW shall be maintained by the City of Fort Lupton Public Works Department. All public water, storm sewer, sanitary sewer mains and appurtenances under private drives are required to be located in utility easements. City is responsible for maintenance of these water, storm and sanitary sewer facilities. City is not responsible for repair or replacement of private drive, curb and gutter or landscaping damaged during utility repair or maintenance.*

### **3.20.00**

#### **FUTURE CONNECTIONS**

A blow-off is required at the end of any water main which terminates and is anticipated to be extended in the future. Refer to the detail drawing in the Appendix of this chapter. When a future main extension is anticipated, the main shall include valves so that only one valve will have to be closed when the main is extended. The valve shall be restrained so when the one valve is closed and the line to be extended is exposed, the valve will not blow off. Restraint shall be made by the use of a mechanical joint anchoring tee (swivel tee), swivel cross, and by installing a minimum of two full lengths of pipe on the extension side of the valve (8 inch pipe and smaller). No service taps shall be allowed on a main which can be extended in the future between the single valve to be closed and the dead end.

### **3.21.00**

#### **SERVICES**

Calculations for meter and service line sizes shall be prepared using the “Water Demand Calculator v2.2” by the International Association of Plumbing and Mechanical Officials (IAPMO)(<https://www.iapmo.org/we-stand/water-demand-calculator>). Water conservation is a City priority. Water dedication is based on tap size, The engineer must make a determination of adequacy of tap size to serve the structure based on sound engineering judgement. The City recognizes that tap sizing requirements do not require all fixtures to operate at the same time. The property owner will have to accept that full pressure in the structure will not be possible in certain combination of fixtures being active (i.e. taking a shower at the same time as washing clothes).

The applicant shall prepare building plans and calculations and submit them to the Building Division for review and approval. The Building Division must approve all meter and service line sizes (before and after the meter) prior to beginning construction. The service lines, tap and meter shall be the same size, unless otherwise approved and/or required by the City. If the tap and meter are of different sizes, the fee shall be paid based on the larger size, unless a larger tap is approved and/or required by the City in which case the fee for the meter size shall be paid.

Two (2) or more premises cannot be supplied from one (1) connection and the same connection. All properties that require separate water service billings shall have their own connection and service line with shut-off cocks and meter pit located at the public street right-of-way. Utility easements shall be required for service lines up to and including the meter pit.

No pressure booster facility of any kind shall be allowed on any service line between the public main and the meter. All service line pressure booster facilities shall be privately owned and maintained.

Water service lines shall be located a minimum of 10-feet away from all sewer services and nonpotable irrigation services, and a minimum of 5 feet away from all fire protection service lines (measured horizontally) up to the building envelope. All service lines shall be constructed perpendicular to the front property line of the property they are going to serve and not less than 5 feet from the side of a front property line. Service lines through private property to serve a separate property are prohibited.

Size changes, if allowed, between the service line and the meter shall be accomplished by providing a full sized meter vault and setter for the line size installed and using industry standard adapters to install a reduced size meter in the full size line.

Water taps cannot be issued prior to a building and/or tap entitlement approval. Exceptions must be approved by the City Administrator; for example, conversion from well water to the City water system.

All service lines 3/4-inch through 2-inch shall be copper and shall be installed continuous without joints between the corporation stop at the water main and the meter or curb stop. Services shall be tapped at the main with a 45 degree angle from horizontal and shall have a minimum of 5 feet of cover and be laid as shown on the detail drawing in the Appendix of this chapter. The minor exception to this is allowed for the "slack" section in the service line near the tap which may have slightly less than 5 feet of cover.

Irrigation service lines shall be purple coded (color or striped) Crosslinked polyethylene (PEX) tubing with appropriate stiffeners at connections installed with tracer wire per specifications

Service connections requiring a flow greater than can be delivered through a 2-inch corporation and service line shall be 4-inch, 6-inch, or 8-inch connections and shall be polyvinyl chloride pipe in accordance with section 3.52.02 of the CONSTRUCTION SPECIFICATIONS. Service connections (4-inch, 6-inch, or 8-inch) to new lines shall be made with mechanical joint anchoring tees (swivel tees) or reducing mechanical joint anchoring tees (swivel tees) if installed at the time of main line construction. Later connections, if installed, may also be made with tapping sleeves and tapping valves and at the developer's expense.

### **3.22.00 TRANSMISSION MAINS**

All water mains larger than 12 inch in diameter shall be classified as "transmission mains."

All transmission mains shall have combination air-vacuum valves installed at all high points on the line and on each side of butterfly valves in accordance with the detail drawing in the Appendix of this chapter.

All transmission mains shall have blow-off assemblies installed at all low points on the line and constructed in accordance with the detail drawing in the Appendix of this chapter.

With the exception of fire hydrant laterals, only polyvinyl chloride (PVC) pipe is approved for water main installations 12 inches in diameter and smaller. Any other pipe material must be approved in writing by the City. Lines 20 inches in diameter and larger may be ductile iron pipe or steel pipe, as approved in writing by the City. A Hazen Williams C coefficient of 130 shall be used when modeling PVC and DIP pipe and shall be 100 for steel pipe, unless otherwise approved in writing by the City.

The design of ductile iron and steel transmission mains and other critical direct bury appurtenances such as valves, shall require cathodic protection. Cathodic protection shall be designed by a qualified cathodic protection engineer, registered in the State of Colorado and shall conform to NACE Standard RP-01-69, latest revision. As a minimum, the cathodic protection system shall include magnesium anodes; test station thermal board and shunts; exothermic weld caps and coating; conductor, test stations, joint bond wires; wire splice kits; exothermic weld equipment and materials; wire and cable marker tags; and one-piece insulating sleeves and washers, all in conformance with section 3.62.00 of the CONSTRUCTION SPECIFICATIONS. All of the data for these materials shall be submitted to the City for approval prior to installation. Test stations shall be shown on design drawings and as-built

drawings. Cathodically protected pipe, except steel casing pipe, shall also require polyethylene wrap as described in section 3.61.02.

No service line taps or any taps less than six inches in diameter shall be made to transmission mains. Exceptions to this will be for combination air valves only.

Valves on transmission mains shall be placed no more than 1,200 feet apart. Where there are connections to transmission mains, all connecting mains shall include valves at the connection. There shall be a minimum of two valves at a tee connection and three valves at a cross connection.

### **3.23.00 UNLAWFUL CONNECTION**

No installation of potable water supply piping or part thereof shall be made in such a manner that it will be possible for used, unclean, polluted, or contaminated water, mixtures, or substances to enter any portion of such piping from any tank, receptacle, equipment, or plumbing fixture by reason of back siphonage, suction, back pressure, or any other cause, either during normal use and operation or when any such tank receptacle, equipment, or plumbing fixture is flooded, or subject to pressure in excess of the main line operating pressure. No person shall make a connection or allow one to exist between pipes or conduits carrying domestic water supplied by the City and any pipes, conduits, or fixtures containing or carrying water, chemicals, liquids, gases, or any other substances from any other source. Refer to Section 3.24.08, Backflow Prevention Assemblies for further requirements.

### **3.24.00 APPURTENANCES**

#### **3.24.01 Valves**

Residential distribution systems shall include valves to ensure that no more than 600 feet of main or 18 residential units and 1 fire hydrant will be out of service in the event of a single water main break. Valve placement shall be such that there are at least two valves at every tee and three valves at every cross.

Valves 16 inch or larger shall be butterfly valves. Main line valves shall be located at a tee, cross or elbow if possible. Under no circumstances shall a valve be located in concrete areas, such as sidewalks, crosspans, aprons, curbs, or gutters. Butterfly valve operators shall be located on the north or east side of the water main. Any valve located in a greenbelt area shall have an 18-inch-wide by 6-inch thick concrete collar around the valve box.

#### **3.24.02 Fire Hydrants**

The maximum distance, as measured along the centerline of the street, between fire hydrants shall be 500 feet in residential areas with homes that are less than 3,600 square feet, 450 feet spacing for homes 3,600 square feet and greater. Business and other high-value areas the spacing will be as provided by Fire Code, but not less than 300 feet and approved by the Fort Lupton Fire District's Fire Chief. Dead-end water mains shall be avoided and every effort will be made to loop all water mains. In the event a loop cannot be made, one fire hydrant will be provided on the dead-end main with that the line being an 8" line. The number and location of fire hydrants in a given area shall be approved in writing by the Fire District. If hydrants are to be installed at locations other than street intersections, they shall be located on the extension of property side lot lines. In no case shall a hydrant be located closer than 5 feet to obstructions, driveways, etc. The fire hydrant shall be located within the right-of-way or pocket Utility Easement and on the same side of the street as the water main unless otherwise approved in writing by the City. Fences, landscaping, etc., shall in no way hinder the operation of the fire hydrant. In addition, clear distances to the fire hydrant shall be in accordance with Section 3.19.00 of these DESIGN STANDARDS.

The fire hydrant lateral lines shall be set at 90 degrees to mains. The length of the fire hydrant lateral line shall be minimized and shall be no more than 70 feet long. No horizontal bends or offsets shall be used in fire hydrant lateral lines. Under no circumstances shall any tap be made on a fire hydrant lateral line.

#### **3.24.03 Thrust Blocks and Joint Restraint Devices**

All bends, tees, plugs, dead-ends, wet taps (in certain cases), hydrants, and blow-offs shall be designed and constructed with concrete thrust blocks. If the soil-bearing strength is unknown, the soil-bearing capacity used in design shall be 2,000 pounds/square foot. Refer to the detail drawings in the Appendix of this chapter.

Joint restraint devices shall be used on both sides of valves and fittings for pipe sizes 12 inches in diameter and smaller and in addition to thrust blocks. For transmission mains, 16 inches in diameter and larger, joint restraints shall be used for a specified distance as recommended using the latest edition of the pipe restraint calculator provided by EBAA Iron, or equivalent (<https://rcp.ebaa.com/calculator.php>). Thrust blocks will be required to be used in addition to joint restraint devices on transmission mains. Vertical bends in all pipe sizes shall be restrained using joint restraint devices and shall be restrained for a specified distance as recommended using the latest edition of the pipe restraint calculator provided by EBAA Iron, or equivalent (<https://rcp.ebaa.com/calculator.php>).

Harness rods, or “rodding”, are not an acceptable means for restraining pipe and fittings unless it is specified inside vaults as shown on the detail drawings in the appendix of this Chapter. Under no circumstance shall steel harness rods be allowed to be in contact with soils.

#### **3.24.04 Meters**

Calculations for meter sizes shall be prepared as described in Section 3.21.00 Services. The applicant shall prepare building plans and water demand calculations and submit them to the Building Division for review and approval. The Public Works Department must approve all meter and service line sizes prior to beginning construction. The service lines, tap and meter shall be the same size, unless otherwise approved and/or required by the City. If the tap and meter are of different sizes, the fee shall be paid for the larger, unless a larger tap is approved and/or required by the City in which case the fee for the meter size shall be paid.

Water taps cannot be issued prior to a building and/or tap entitlement approval. Exceptions must be approved by the City Administrator; for example, conversion from well water to the City water system.

Public water meter installations inside any buildings are prohibited unless otherwise approved, in writing, by the City. Meters shall be located within publicly-owned rights-of-way or easements. Meter pits shall not be located within concrete areas or areas exposed to vehicle traffic, unless otherwise approved in writing by the City. If the City approves of locating a meter pit in a concrete area or an area exposed to light vehicle traffic, then a heavy duty meter pit design shall be used in accordance with the design detail in the Appendix of this Chapter.

All water meters connected to the City of Fort Lupton's utility system shall be the property of the City. Under no circumstances shall anyone other than City personnel remove a water meter once the pit or vault has been inspected and approved. No connections shall be made in the meter pit, for irrigation or otherwise, by anyone other than authorized City personnel.



Irrigation system connections shall be made downstream from the meter and a minimum of five feet from the meter pit or vault.

For any installation where special or unusual conditions might exist, detailed drawings, accompanied by a letter of explanation, shall be submitted to the City for review and approval.

For any water meter installation over 2 inches in size, detailed drawings of the proposed installation shall be submitted to the City for review and approval prior to construction.

There shall be no electrical wiring allowed in any water meter pit or vault unless authorized, in writing, by the City.

Inspections of all residential pits and commercial pits or vaults shall be conducted by the City. Locations and details for commercial pits or vaults shall be reviewed and approved in writing by the City.

#### **3.24.05 Fire Protection Service Line**

Valves on newly constructed fire lines shall be located on the tee at the main line. The owner shall maintain all private fire lines beginning at and including this valve. All fire sprinkler taps shall be installed with an approved backflow prevention device as defined by The Fort Lupton City Code 8-7-27 and a flow switch which will indicate when water has flowed through the line. A property requiring a domestic service line and a fire protection service line will have separate taps for each. Fire protection service lines shall be constructed of PVC from the fire line valve to the 90 degree bend for the building standpipe. The 90 degree bend and standpipe shall be ductile iron pipe in conformance with the International Fire Code as adopted by the Building Division. Fire line valves shall have a flange connection and shall bolt directly to a mechanical joint anchoring tee (swivel tee) at the main.

#### **3.24.06 Valve Vaults**

All valves larger than 12 inches shall be installed in a vault in accordance with the detail drawings in the Appendix of this chapter. All valve vaults shall be capable of withstanding AASHTO H-20 highway loading. The vault shall also have lift hooks in the roof for valve removal inside the vault.

Vaults shall be made water proof after construction by use of sealants, epoxies or other approved methods. All vaults shall be designed with wall sleeves and link seal and be capable of handling thrusts caused by removing valves. All vent pipes for vaults shall be installed in conformance with the detail drawings in the Appendix of this chapter.

#### **3.24.07 Manholes**

Manholes shall be installed on all pressure regulating valves, permanent blow-off installations, and air release valves in accordance with the detail drawing in the Appendix of this chapter.

#### **3.24.08 Backflow Prevention Assemblies**

To prevent backflow contamination of the City of Fort Lupton's potable water system, a reduced pressure zone (RPZ) backflow prevention device shall be installed inside the structure after the main shut off valve on all non-residential water service lines or where any condition might exist that would result in a higher pressure downstream of the water meter than exists in the main line and that could allow backflow or back siphonage of polluted or contaminated water or other substances from the water user's system. The assembly shall be installed per

Colorado Department of Public Health and Environment guidelines and Colorado Plumbing Code to allow for proper operation and easy access for annual testing and maintenance.

A reduced pressure zone backflow prevention device shall be used for all non-residential irrigation services. This shall be required for both domestic potable and well water sources. The assembly shall be located a minimum of five feet downstream of the water meter and installed per Colorado Department of Public Health and Environment guidelines and Colorado Plumbing Code to allow for proper operation and easy access for annual testing and maintenance.

### **3.25 BACKFLOW PREVENTION CROSS CONNECTION CONTROL**

#### **(1) Purpose**

The purpose of this program is to protect the public water system from contaminants or pollutants that could enter the distribution system by backflow from a customer's water supply system through the service connection.

#### **(2) Authority**

The authority to implement this program is contained in the following statute, legislation and regulations and acts:

- a. Article 1-114 and Article 1-114.1 of Title 25 of the Colorado Revised Statutes (CRS)
- b. Section 39 of 5 CCR 1002-11, Colorado Primary Drinking Water Regulations
- c. Colorado Plumbing Code

#### **(3) Applicability**

This Standard applies to all commercial, industrial and multi-family residential service connections within the public water system and to any persons outside the City who are, by contract or agreement with the public water system, users of the public water system. This Standard does not apply to single-family-residential service connections unless the Public Works Director becomes aware of a cross connection at the single family connection.

#### **(4) Definitions**

- a. "ACTIVE DATE" means the first day that a backflow prevention assembly or backflow prevention method is used to control a cross-connection in each calendar year.
- b. "AIR GAP" is a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel installed in accordance with standard AMSE A112.1.2.
- c. "BACKFLOW" means the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the public water systems distribution system from any source or sources other than its intended source.
- d. "BACKFLOW CONTAMINATION EVENT" means backflow into a public water system from an uncontrolled cross connection such that the water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health and/or safety risk to the public.
- e. "BACKFLOW PREVENTION ASSEMBLY" means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross connection and is an in-line field-testable assembly.
- f. "BACKFLOW PREVENTION METHOD" means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.

- g. “CERTIFIED CROSS-CONNECTION CONTROL TECHNICIAN” means a person who possesses a valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA). If a certification has expired, the certification is invalid.
- h. “CONTAINMENT” means the installation of a backflow prevention assembly or a backflow prevention method at any connection to the public water system that supplies an auxiliary water system, location, facility, or area such that backflow from a cross connection into the public water system is prevented.
- i. “CONTAINMENT BY ISOLATION” means the installation of backflow prevention assemblies or backflow prevention methods at all cross connections identified within a customer’s water system such that backflow from a cross connection into the public water system is prevented.
- j. “CONTROLLED” means having a properly installed, maintained, and tested or inspected backflow prevention assembly or backflow prevention method that prevents backflow through a cross connection.
- k. “CROSS CONNECTION” means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety risk to the public, to flow from any pipe, plumbing fixture, or a customer’s water system into a public water system’s distribution system or any other part of the public water system through backflow.
- l. “MULTI-FAMILY” means a single residential connection to the public water system’s distribution system from which two or more separate dwelling units are supplied water.
- m. “SINGLE-FAMILY” means:
  - i. A single dwelling which is occupied by a single family and is supplied by a separate service line; or
  - ii. A single dwelling comprised of multiple living units where each living unit is supplied by a separate service line.
- n. “UNCONTROLLED” means not having a properly installed and maintained and tested or inspected backflow prevention assembly or backflow prevention method, or the backflow prevention assembly or backflow prevention method does not prevent backflow through a cross connection.
- o. “WATER SUPPLY SYSTEM” means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure, or premises. Water supply systems are also referred to commonly as premise plumbing systems.

(5) Requirements

- a. Under no circumstances shall any connection of the non-potable irrigation water system be made to the domestic potable water system.
- b. Commercial, industrial and multi-family service connections shall be subject to a survey for cross connections. If a cross connection has been identified an appropriate backflow prevention assembly and or method shall be installed at the customer’s water service connection within 120 days of its discovery. The assembly shall be installed downstream of the water meter or as close to that location as deemed practical by the public water system. If the assembly or method cannot be installed within 120 days the Public Works Director must take action to control or remove the cross connection, suspended service to the cross connection or receive an alternative compliance schedule from the Colorado Department of Public Health and Environment.
- c. In no case shall it be permissible to have connections or tees between the meter and the containment backflow prevention assembly.

- i. In instances where a reduced pressure principle backflow preventer cannot be installed, the owner must install approved backflow prevention devices or methods at all cross-connections within the owner's plumbing system.
- d. Backflow prevention assemblies and methods shall be installed in a location which provides access for maintenance, testing and repair.
- e. Reduced pressure principle backflow preventers shall not be installed in manner subject to flooding.
- f. Provisions shall be made to provide adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a manner which does not impact waters of the state.
- g. All assemblies and methods shall be protected to prevent freezing. Those assemblies and methods used for seasonal services may be removed in lieu of being protected from freezing. The assemblies and methods must be reinstalled and then tested by a certified cross-connection control technician upon reinstallation.
- h. Where a backflow prevention assembly or method is installed on a water supply system using storage water heating equipment such that thermal expansion causes an increase in pressure, a device for controlling pressure shall be installed.
- i. All backflow prevention assemblies shall be tested at the time of installation and on an annual schedule thereafter. Such tests must be conducted by a Certified Cross-Connection Control Technician.
- j. The Public Works Director shall require inspection, testing, maintenance and as needed repairs and replacement of all backflow prevention assemblies and methods, and of all required installations within the owner's plumbing system in the cases where containment assemblies and or methods cannot be installed.
- k. All costs for design, installation, maintenance, testing and as needed repair and replacement are to be borne by the customer.
- l. No "grandfather clauses" exist except for fire sprinkler systems where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system.
- m. For new buildings, all building plans must be submitted to the Public Works Director and approved prior to the issuance of water service. Building plans must show:
  - i. Water service type, size and location
  - ii. Meter size and location
  - iii. Backflow prevention assembly size, type and location
  - iv. Fire sprinkler system(s) service line, size and type of backflow prevention assembly.
    - i. All fire sprinkling lines shall have a minimum protection of an approved double check valve assembly for containment of the system.
    - ii. All glycol (ethylene or propylene), or antifreeze systems shall have an approved reduced pressure principle backflow preventer for containment.
    - iii. Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.
    - iv. In cases where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system the Public Works Director can choose to not require the backflow protection. The Public Works Director will measure chlorine residual at location representative of the service connection once a month and perform periodic bacteriological testing at the site. If the Public Works Director suspects water quality issues the Public Works Director will

evaluate the practicability of requiring that the fire sprinkler system be flushed periodically.

(6) Inspection, Testing and Repair

- a. Backflow prevention assemblies or methods shall be tested by a Certified Cross-Connection Control Technician upon installation and tested at least annually, thereafter. The tests shall be made at the expense of the customer.
  - i. Any backflow prevention assemblies or methods that are non-testable, shall be inspected at least once annually by a certified cross-connection control technician. The inspections shall be made at the expense of the customer.
- b. As necessary, backflow prevention assemblies or methods shall be repaired and retested or replaced and tested at the expense of the customer whenever the assemblies or methods are found to be defective.
- c. Testing gauges shall be tested and calibrated for accuracy at least once annually.

(7) Reporting and Recordkeeping

- a. Copies of records of test reports, repairs and retests, or replacements shall be kept by the customer for a minimum of three (3) years.
- b. Copies of records of test reports, repairs and retests shall be submitted to the Public Works Director by mail, facsimile or e-mail by the testing company or testing technician.
- c. Information on test reports shall include, but may not be limited to,
  - i. Assembly or method type
  - ii. Assembly or method location
  - iii. Assembly make, model and serial number
  - iv. Assembly size
  - v. Test date; and
  - vi. Test results including all results that would justify a pass or fail outcome
  - vii. Certified cross-connection control technician certification agency
  - viii. Technician's certification number
  - ix. Technician's certification expiration date
  - x. Test kit manufacturer, model and serial number
  - xi. Test kit calibration date
- b. The Public Works Director shall give notice in writing to any owner whose plumbing system has been found to present a risk to the public waters system's distribution system through an uncontrolled cross connection. The notice and order shall state that the owner must install a backflow prevention assembly or method at each service connection to the owner's premises to contain the water service. The notice and order will give a date by which the owner must comply.
  - i. In instances where a backflow prevention assembly or method cannot be installed, the owner must install approved backflow prevention assemblies or methods at all cross-connections within the owner's water supply system. The notice and order will give a date by which the owner must comply.

(10) Conflict with other codes.

- a. If a dispute or conflict arises between the Colorado Plumbing Code, and any plumbing, mechanical, building, electrical, fire or other code adopted by the State, then the most stringent provisions of each respective code shall prevail.

Table 3.14.01

PROJECT: **The Next Subdivision**

Date:

**Potable Raw Water Dedication for City of Fort Lupton***Effective February 1, 2025 (Resolution 2024R058)***\$70,000.00 /CBT Share**

| Potable Tap Size Residential         | SFE    | Pre-study<br>Residential<br>Indoor Use<br>Only Lot<br>Size Sq. ft. | Number<br>of Lots | Raw Water<br>in Acre-<br>feet / Lot | Total Raw<br>Water<br>Acre-feet | Cah In Lieu<br>Value =<br>\$70,000 per<br>CBT Unit | Annual<br>Allotment<br>(Metered<br>Gallons) |
|--------------------------------------|--------|--------------------------------------------------------------------|-------------------|-------------------------------------|---------------------------------|----------------------------------------------------|---------------------------------------------|
| 3/4" Inside Use Micro                | 1      | Up to 5k                                                           | 1                 | 0.18                                | 0.18                            | \$18,000.00                                        | 59,000                                      |
| 3/4" Single Family                   | 1      | 5K to 10K                                                          | 1                 | 0.25                                | 0.25                            | \$25,000.00                                        | 82,000                                      |
| 3/4" Econo                           | 1      | 10K to 25k                                                         | 1                 | 0.35                                | 0.35                            | \$35,000.00                                        | 114,000                                     |
| 3/4" Urban                           | 1      | TBD                                                                | 1                 | 0.5                                 | 0.5                             | \$50,100.00                                        | 163,000                                     |
| 3/4" Standard                        | 1      | TBD                                                                | 1                 | 0.7                                 | 0.7                             | \$70,000.00                                        | 228,000                                     |
| 3/4" Full                            | 1      | TBD                                                                | 1                 | 1                                   | 1                               | \$100,100.00                                       | 326,000                                     |
| 1"                                   | 1      | TBD                                                                | 1                 | 1.1                                 | 1.1                             | \$110,110.00                                       | 359,000                                     |
| <b>Total Subdivision Residential</b> |        |                                                                    |                   |                                     | <b>4.08</b>                     | <b>\$408,000.00</b>                                |                                             |
| TapSize Commercial                   |        |                                                                    |                   |                                     |                                 |                                                    |                                             |
| 3/4" Standard                        | 2      |                                                                    | 1                 | 0.7                                 | 0.7                             | \$70,000.00                                        | 228,000                                     |
| 3/4" Full                            | 2      |                                                                    | 1                 | 1                                   | 1                               | \$100,100.00                                       | 326,000                                     |
| 1"                                   | 4.8    |                                                                    | 1                 | 1.8                                 | 1.8                             | \$180,180.00                                       | 586,800                                     |
| 1 1/2"                               | 11     |                                                                    | 1                 | 3.5                                 | 3.5                             | \$350,350.00                                       | 1,141,000                                   |
| 2"                                   | 20     |                                                                    | 1                 | 5.6                                 | 5.6                             | \$560,560.00                                       | 1,825,600                                   |
| 3"                                   | 43     |                                                                    |                   | TBD                                 |                                 | TBD                                                | TBD                                         |
| 4"                                   | 82     |                                                                    |                   | TBD                                 |                                 | TBD                                                | TBD                                         |
| 6"                                   | 217.98 |                                                                    |                   | TBD                                 |                                 | TBD                                                | TBD                                         |
| <b>Total Subdivision Commercial</b>  |        |                                                                    |                   |                                     | <b>11.90</b>                    |                                                    |                                             |



Table 3.14.02

PROJECT: **The Next Subdivision**

Date: 1/0/1900

**NonPotable Raw Water Dedication for City of Fort Lupton**

Effective: February 1, 2025 (Resolution 2024R058)

**\$0.13 /Gallon**

| Nonpotable Tap Size Residential | Single Family<br>Equivale<br>nt | Pre-study<br>Residential<br>Lot Size Sq.<br>ft. | Number<br>of Lots               | Raw Water<br>in Acre-<br>feet | Total Raw<br>Water<br>Acre-feet | Cash-in-Lieu<br>EX: If cost<br>\$0.13 per<br>gallon | Annual<br>Allotment<br>(Metered<br>Gallons) |       |
|---------------------------------|---------------------------------|-------------------------------------------------|---------------------------------|-------------------------------|---------------------------------|-----------------------------------------------------|---------------------------------------------|-------|
| 3/4" Inside Use Micro           | 1                               | Up to 1k                                        | 1                               | 0.18                          | 0.18                            | \$7,700.00                                          | 59,000                                      |       |
| 3/4" Single Family              | 1                               | 1k to 4k                                        | 1                               | 0.25                          | 0.25                            | \$10,700.00                                         | 82,000                                      |       |
| 3/4" Econo                      | 1                               | 4k to 6k                                        | 1                               | 0.35                          | 0.35                            | \$14,900.00                                         | 114,000                                     |       |
| 3/4" Urban                      | 1                               | 6k to 10k                                       | 1                               | 0.5                           | 0.5                             | \$21,200.00                                         | 163,000                                     |       |
| 3/4" Standard                   | 1                               | 10k to 15k                                      | 1                               | 0.7                           | 0.7                             | \$29,700.00                                         | 228,000                                     |       |
| 3/4" Full                       | 1                               | 15k to 25K                                      | 1                               | 1                             | 1                               | \$42,400.00                                         | 326,000                                     |       |
| 1"                              | 1                               | TBD                                             | 1                               | 1.1                           | 1.1                             | \$46,700.00                                         | 359,000                                     |       |
|                                 |                                 |                                                 |                                 |                               |                                 |                                                     |                                             |       |
| Commercial                      |                                 |                                                 |                                 |                               |                                 |                                                     |                                             |       |
| 3/4" Standard                   | 2                               |                                                 | 1                               | 0.7                           | 0.7                             | \$29,700.00                                         | 228,000                                     |       |
| 3/4" Full                       | 2                               |                                                 | 1                               | 1                             | 1                               | \$42,400.00                                         | 326,000                                     |       |
| 1"                              | 5                               |                                                 | 1                               | 1.8                           | 1.8                             | \$76,300.00                                         | 586,800                                     |       |
| 1 1/2"                          | 11                              |                                                 | 1                               | 3.5                           | 3.5                             | \$148,400.00                                        | 1,141,000                                   |       |
| 2"                              | 20                              |                                                 | 1                               | 5.6                           | 5.6                             | \$237,400.00                                        | 1,826,000                                   |       |
| 3"                              | 43                              |                                                 |                                 | TBD                           |                                 |                                                     | TBD                                         |       |
| 4"                              | 82                              |                                                 |                                 | TBD                           |                                 |                                                     | TBD                                         |       |
| 6"                              | 217.98                          |                                                 |                                 | TBD                           |                                 |                                                     | TBD                                         |       |
|                                 |                                 |                                                 |                                 |                               |                                 |                                                     |                                             |       |
| Non-Pot Commercial (TBD)        |                                 | Total Area<br>(Acres)                           | Bldg /<br>Pavement<br>Area (SF) | Open<br>Space (SF)            | Natural OS<br>(SF)              | Irrigated Area<br>(SF)                              | **Gallons<br>per Year                       | Ac-ft |
| Lot Total Area                  |                                 | 5                                               | 45,000                          | 172,800                       | 57,000                          | 115,800                                             | 1,389,600                                   | 4.3   |
|                                 |                                 |                                                 |                                 |                               |                                 |                                                     |                                             |       |
| **WaterWise Budget              | 12 Gal/year/sf                  |                                                 |                                 |                               | WaterWise Baseline              |                                                     | 630,685                                     | 1.9   |
|                                 |                                 |                                                 |                                 |                               | WaterWise Budget (LWA)          |                                                     | 430,685                                     | 1.3   |

Table 3.14.01

PROJECT: **The Next Subdivision**

Date:

Eff Dec 1, 2024  
(Resolution 2024R050)**Potable Raw Water Dedication for City of Fort Lupton***Effective February 1, 2025 (Resolution 2024R058)***\$70,000.00 /CBT Share***Per SFE***\$9,200.00****\$11,800.00**

| Potable Tap Size Residential | SFE | Study Residential Indoor Use Only Lot Size Sq. ft. | Number of Lots | Raw Water in Acre-feet / Lot | Total Raw Water Acre-feet | Cash In Lieu Value = \$70,000 per CBT Unit | Annual Allotment (Metered Gallons) |
|------------------------------|-----|----------------------------------------------------|----------------|------------------------------|---------------------------|--------------------------------------------|------------------------------------|
| 3/4" Inside Use Micro        | 1   | Up to 5k                                           | 1              | 0.18                         | 0.18                      | \$18,000.00                                | 59,000                             |
| 3/4" Single Family           | 1   | 5K to 10K                                          | 1              | 0.25                         | 0.25                      | \$25,000.00                                | 82,000                             |
| 3/4" Econo                   | 1   | 10K to 25k                                         | 1              | 0.35                         | 0.35                      | \$35,000.00                                | 114,000                            |
| 3/4" Urban                   | 1   | TBD                                                | 1              | 0.5                          | 0.5                       | \$50,100.00                                | 163,000                            |
| 3/4" Standard                | 1   | TBD                                                | 1              | 0.7                          | 0.7                       | \$70,000.00                                | 228,000                            |
| 3/4" Full                    | 1   | TBD                                                | 1              | 1                            | 1                         | \$100,100.00                               | 326,000                            |
| 1"                           | 1   | TBD                                                | 1              | 1.1                          | 1.1                       | \$110,110.00                               | 359,000                            |

**Total Subdivision Residential 4.08 \$408,000.00**

| TapSize Commercial | SFE    | Study Commercial Indoor Use Only Lot Size Sq. ft. | Number of Lots | Raw Water in Acre-feet / Lot | Total Raw Water Acre-feet | Cash In Lieu Value = \$70,000 per CBT Unit | Annual Allotment (Metered Gallons) |
|--------------------|--------|---------------------------------------------------|----------------|------------------------------|---------------------------|--------------------------------------------|------------------------------------|
| 3/4" Standard      | 2      |                                                   | 1              | 0.7                          | 0.7                       | \$70,000.00                                | 228,000                            |
| 3/4" Full          | 2      |                                                   | 1              | 1                            | 1                         | \$100,100.00                               | 326,000                            |
| 1"                 | 4.8    |                                                   | 1              | 1.8                          | 1.8                       | \$180,180.00                               | 586,800                            |
| 1 1/2"             | 11     |                                                   | 1              | 3.5                          | 3.5                       | \$350,350.00                               | 1,141,000                          |
| 2"                 | 20     |                                                   | 1              | 5.6                          | 5.6                       | \$560,560.00                               | 1,825,600                          |
| 3"                 | 43     |                                                   |                | TBD                          |                           | TBD                                        | TBD                                |
| 4"                 | 82     |                                                   |                | TBD                          |                           | TBD                                        | TBD                                |
| 6"                 | 217.98 |                                                   |                | TBD                          |                           | TBD                                        | TBD                                |

**Total Subdivision Commercial 11.90**

| WTP PIF (Potable Water) | WWTP PIF (Sewer) |
|-------------------------|------------------|
| \$9,200.00              | \$11,800.00      |
| \$9,200.00              | \$11,800.00      |
| \$9,200.00              | \$11,800.00      |
| \$9,200.00              | \$11,800.00      |
| \$9,200.00              | \$11,800.00      |
| \$9,200.00              | \$11,800.00      |
| \$9,200.00              | \$11,800.00      |

| WTP PIF (Potable Water) | WWTP PIF (Sewer) |
|-------------------------|------------------|
| \$18,400.00             | \$23,600.00      |
| \$18,400.00             | \$23,600.00      |
| \$44,160.00             | \$56,640.00      |
| \$101,200.00            | \$129,800.00     |
| \$184,000.00            | \$236,000.00     |
| \$0.00                  | \$0.00           |
| \$0.00                  | \$0.00           |

Table 3.14.02

PROJECT: The Next Subdivision

Date: 1/0/1900

## NonPotable Raw Water Dedication for City of Fort Lupton

Effective: February 1, 2025 (Resolution 2024R058)

\$0.13 /Gallon

|                                   | Single<br>Family<br>Equival<br>nt | Pre-study<br>Residential<br>Lot Size Sq.<br>ft. | Number<br>of Lots               | Raw Water<br>in Acre-<br>feet | Total Raw<br>Water<br>Acre-feet | +Cash-in-Lieu<br>EX: If cost<br>\$0.13 per<br>gallon | Annual<br>Allotment<br>(Metered<br>Gallons) |       | +Cash-in-Lieu<br>Cost if<br>Infrastructure<br>Installed |                                                         |
|-----------------------------------|-----------------------------------|-------------------------------------------------|---------------------------------|-------------------------------|---------------------------------|------------------------------------------------------|---------------------------------------------|-------|---------------------------------------------------------|---------------------------------------------------------|
| Nonpotable Tap Size Residential   |                                   |                                                 |                                 |                               |                                 |                                                      |                                             |       |                                                         |                                                         |
| 3/4" Inside Use Micro             | 1                                 | Up to 1k                                        | 1                               | 0.18                          | 0.18                            | \$7,700.00                                           | 59,000                                      |       | \$800.00                                                |                                                         |
| 3/4" Single Family                | 1                                 | 1k to 4k                                        | 1                               | 0.25                          | 0.25                            | \$10,700.00                                          | 82,000                                      |       | \$1,100.00                                              |                                                         |
| 3/4" Econo                        | 1                                 | 4k to 6k                                        | 1                               | 0.35                          | 0.35                            | \$14,900.00                                          | 114,000                                     |       | \$1,500.00                                              |                                                         |
| 3/4" Urban                        | 1                                 | 6k to 10k                                       | 1                               | 0.5                           | 0.5                             | \$21,200.00                                          | 163,000                                     |       | \$2,100.00                                              |                                                         |
| 3/4" Standard                     | 1                                 | 10k to 15k                                      | 1                               | 0.7                           | 0.7                             | \$29,700.00                                          | 228,000                                     |       | \$3,000.00                                              |                                                         |
| 3/4" Full                         | 1                                 | 15k to 25K                                      | 1                               | 1                             | 1                               | \$42,400.00                                          | 326,000                                     |       | \$4,200.00                                              |                                                         |
| 1"                                | 1                                 | TBD                                             | 1                               | 1.1                           | 1.1                             | \$46,700.00                                          | 359,000                                     |       | \$4,700.00                                              |                                                         |
| Total Subdivision Residential     |                                   |                                                 |                                 |                               | 4.08                            | \$ 173,300.00                                        |                                             |       | \$17,400.00                                             |                                                         |
| Commercial                        |                                   |                                                 |                                 |                               |                                 |                                                      |                                             |       |                                                         |                                                         |
| 3/4" Standard                     | 2                                 |                                                 | 1                               | 0.7                           | 0.7                             | \$29,700.00                                          | 228,000                                     |       | \$3,000.00                                              |                                                         |
| 3/4" Full                         | 2                                 |                                                 | 1                               | 1                             | 1                               | \$42,400.00                                          | 326,000                                     |       | \$4,200.00                                              |                                                         |
| 1"                                | 5                                 |                                                 | 1                               | 1.8                           | 1.8                             | \$76,300.00                                          | 586,800                                     |       | \$7,600.00                                              |                                                         |
| 1 1/2"                            | 11                                |                                                 | 1                               | 3.5                           | 3.5                             | \$148,400.00                                         | 1,141,000                                   |       | \$14,800.00                                             |                                                         |
| 2"                                | 20                                |                                                 | 1                               | 5.6                           | 5.6                             | \$237,400.00                                         | 1,826,000                                   |       | \$23,700.00                                             |                                                         |
| 3"                                | 43                                |                                                 |                                 | TBD                           |                                 |                                                      | TBD                                         |       | TBD                                                     |                                                         |
| 4"                                | 82                                |                                                 |                                 | TBD                           |                                 |                                                      | TBD                                         |       | TBD                                                     |                                                         |
| 6"                                | 217.98                            |                                                 |                                 | TBD                           |                                 |                                                      | TBD                                         |       | TBD                                                     |                                                         |
| Total Subdivision Commercial      |                                   |                                                 |                                 |                               | 12.60                           | \$534,200.00                                         |                                             |       | \$53,300.00                                             |                                                         |
| Non-Pot Commercial (TBD)          |                                   | Total Area<br>(Acres)                           | Bldg /<br>Pavement<br>Area (SF) | Open<br>Space (SF)            | Natural OS<br>(SF)              | Irrigated Area<br>(SF)                               | **Gallons<br>per Year                       | Ac-ft | +Cash-in-<br>Lieu EX: If<br>cost \$0.13<br>per gallon   | +Cash-in-Lieu<br>Cost if<br>Infrastructure<br>Installed |
| Lot Total Area                    |                                   | 5                                               | 45,000                          | 172,800                       | 57,000                          | 115,800                                              | 1,389,600                                   | 4.3   | \$139,000.00                                            | \$13,900.00                                             |
| **WaterWise Budget 12 Gal/year/sf |                                   |                                                 |                                 |                               |                                 |                                                      |                                             |       |                                                         |                                                         |
| WaterWise Baseline                |                                   |                                                 |                                 |                               |                                 |                                                      | 630,685                                     | 1.9   |                                                         |                                                         |
| WaterWise Budget (LWA)            |                                   |                                                 |                                 |                               |                                 |                                                      | 430,685                                     | 1.3   |                                                         |                                                         |



## WaterSense Home Specification: Water Budget Tool (V 1.04)

EPA developed the WaterSense Water Budget Tool to help homebuilders comply with section 4.1.1, Landscape Design, of Version 1.2 of the WaterSense New Home Specification, which seeks to ensure a measure of efficiency and regional suitability for the amount of water applied to a landscape based on local climate data. Some users have also used the tool to inform landscape design choices that will result in a more water-efficient landscape.

[Link to Version 1.2 of WaterSense New Home Specification](#)

The controlling equations and supporting data for the tool can be found in the Equations & Tables tab of this workbook. A document which describes the full approach used to develop the

[Link to WaterSense Water Budget Tool page](#)

The tool follows a three step process to determine if the proposed landscape design will meet the

the area, the tool calculates the amount of water a standard landscape would require and the amount of water the designed landscape is allowed in order to be considered water-efficient. Zip code data is required to retrieve local reference evapotranspiration (ET<sub>o</sub>) and rainfall which are used to determine the peak watering month.

**Step 1 - Data Entry** - After the user enters information about the proposed landscape design, the tool calculates how much water the designed landscape requires based on climate, plant type, and irrigation system design. Plant types in the tool can be described in broad categories as high water-using, medium water-using, or low water-using. In order to make a functional tool, WaterSense has assigned relative factors to each category within the broad plant types: trees, shrubs, groundcover (e.g., clover, perennial/annual plantings), and turfgrass.

**Step 2 - Results** - The tool determines whether the designed landscape's water requirement is less than the calculated landscape water allowance and calculates the percentage difference from the baseline calculated in Step 1. The tool also notes if the landscape meets EPA's criteria.

e water budget for the location.

## WaterSense New Home Specification: Water Budget Tool (V 1.04)

### Enter your information in these columns.

This water budget tool shall be used to determine if the designed landscape meets Criteria 4.1.1 of the specification.

Please refer to the WaterSense Water Budget Approach for additional information.

Your Name:

[Enter]

Builder Name:

Example Commercial (TBD)

Lot Number/Street Address:

[Enter]

City, State:

Fort Lupton, CO

Zip Code (required):

80621

\* In Canada, enter just the first three characters of your postal code (e.g. A1A)

### These columns will automatically populate.

Peak watering month:

jul

1B: Average monthly reference

evapotranspiration (ET<sub>o</sub>):

8.52

inches/month

2A: Average monthly rainfall:

1.67

inches/month

### Enter information about your landscape here:

#### STEP 1A - ENTER THE LANDSCAPED AREA (A)

115,800

Area of the designed landscape (square feet)

Is an irrigation system installed on this site?

Yes

Monthly **baseline** (gallons/month) based

on the site's peak watering month:

615,265

gallons/month

Monthly **landscape water allowance** or **LWA** (gallons/month) based

on the site's peak watering month:

430,685

gallons/month

### Need help?

See the WaterSense website for help on [what to plant](#) or search for a [certified irrigation pro!](#)

#### Step 2B/Table 1.

| Zone                | Hydrozone/<br>Landscape<br>Feature<br>Area (sq.<br>ft.) | Plant Type or Landscape<br>Feature   | Water Use | Irrigation Type                                                    | Landscape<br>Coefficient (K <sub>L</sub> ) | Default DU<br>(hidden) | Distribution<br>Uniformity (DU <sub>LQ</sub> ) | LWR <sub>H</sub> (gal/month) |
|---------------------|---------------------------------------------------------|--------------------------------------|-----------|--------------------------------------------------------------------|--------------------------------------------|------------------------|------------------------------------------------|------------------------------|
| 1                   | 4,000                                                   | Turfgrass                            | Low       | Rotor                                                              | 0.6                                        | 65%                    | 70%                                            | 16,728                       |
| 2                   | 200                                                     | Trees                                | Low       | Drip - Standard                                                    | 0.2                                        | 70%                    | 70%                                            | 229                          |
| 3                   | 300                                                     | Shrubs                               | Low       | Drip - Standard                                                    | 0.2                                        | 70%                    | 70%                                            | 344                          |
| 4                   | 600                                                     | Shrubs                               | Medium    | Microspray                                                         | 0.5                                        | 65%                    | 70%                                            | 2,054                        |
| 5                   | 23,700                                                  | Permeable Hardscape                  |           | No Irrigation                                                      |                                            |                        | NA                                             | -                            |
| 6                   | 30,000                                                  | Nonvegetated Softscape               |           | No Irrigation                                                      |                                            |                        |                                                | -                            |
| 7                   | 57,000                                                  | Nonvegetated Softscape               |           | No Irrigation                                                      |                                            |                        |                                                | -                            |
| 8                   |                                                         |                                      |           |                                                                    |                                            |                        |                                                | -                            |
| 9                   |                                                         |                                      |           |                                                                    |                                            |                        |                                                | -                            |
| 10                  |                                                         |                                      |           |                                                                    |                                            |                        |                                                | -                            |
| 11                  |                                                         |                                      |           |                                                                    |                                            |                        |                                                | -                            |
| 12                  |                                                         |                                      |           |                                                                    |                                            |                        |                                                | -                            |
| 13                  |                                                         |                                      |           |                                                                    |                                            |                        |                                                | -                            |
| 14                  |                                                         |                                      |           |                                                                    |                                            |                        |                                                | -                            |
| 15                  |                                                         |                                      |           |                                                                    |                                            |                        |                                                | -                            |
| <b>Total Area =</b> |                                                         | <b>115,800 of 115800 square feet</b> |           | <b>Landscape Water Requirement or LWR for the Site (gal/month)</b> |                                            |                        |                                                | <b>19,354</b>                |

You have used

4%

of your allowance.

This is

97%

below the baseline.



### WaterSense New Home Specification: Water Budget Tool (V 1.04)

This water budget tool shall be used to determine if the designed landscape meets Criteria 4.1.1 of the specification.  
Please refer to the WaterSense Water Budget Approach for additional information.

Your Name:

Builder Name:

Lot Number/Street Address:

City, State, Zip Code:

Peak Watering Month:

Is an irrigation system being installed on this site?



### This worksheet determines if the designed landscape meets the water budget.

If the landscape water requirement is LESS than the landscape water allowance, then the water budget criterion is met.  
If the landscape water requirement is GREATER than the landscape water allowance, then the landscape and/or irrigation system needs to be redesigned to use less water.

#### STEP 3A - REVIEW THE LWA AND LWR FROM PART 1 AND PART 2

LWA  (gallons/month) LWR  (gallons/month)

#### STEP 3B - REVIEW THE TOTAL AREA OF TURFGRASS\* IN THE DESIGNED LANDSCAPE FROM STEP 2B

The designed landscape contains  square feet of turfgrass.\* This is  of the landscaped area.

\*This includes the area of any pools, spas, and/or water features, designated by WaterSense to be counted as turfgrass.

### OUTPUT - DOES THE DESIGNED LANDSCAPE MEET THE WATER BUDGET?

If YES, then the water budget criterion is met.

If NO, then the landscape and/or irrigation system needs to be redesigned to use less water.

The designed landscape water requirement is a  reduction in water use from the baseline calculated in Part 1.

Want to know where all these numbers come from? Visit the Wa website's [Water Budget Landing Page](#) for more informat or see the equations and tables below.

The baseline is the amount of water required by the site during the peak watering month if water of reference evapotranspiration ( $ET_o$ ). The following formula is used to calculate the baseline:

$$Baseline = ET_o \times A \times C_u$$

Where:

$ET_o$  = Local r

A = Landscap

$C_u$  = Convers

The LWA is the water allotment for the site. The following formula is used to calculate the LWA:

$$LWA = 0.70 \times Baseline$$

Where:

LWA = Lands

Baseline = E

The monthly LWR is the water requirement specific to the designed landscape. The sum of the l The following formula is used to calculate the LWR for each hydrozone:

$$LWR_H = \frac{1}{DU_{LQ}} \times [(ET_o \times K_L) - R_a] \times A \times C_u$$

Where:

$LWR_H$  = Land

$DU_{LQ}$  = Lowe

$ET_o$  = Local r

$K_L$  = Landscap

$R_a$  = Allowabl

A = Area of th

$C_u$  = Convers

**Table 2. Assumed Landscape Coefficient for Plant Type or Landscape Feature**

| Plant Type or Landscape Feature               | $K_L$              |        |      |
|-----------------------------------------------|--------------------|--------|------|
|                                               | Water Requirements |        |      |
|                                               | Low                | Medium | High |
| Trees                                         | 0.2                | 0.5    | 0.9  |
| Shrubs                                        | 0.2                | 0.5    | 0.7  |
| Groundcover (e.g. clover, perennials/annuals) | 0.2                | 0.5    | 0.7  |
| Turfgrass                                     | 0.6                | 0.7    | 0.8  |
| Pool, Spa, or Water Feature                   | 0.8                |        |      |
| Permeable Hardscape                           | 0                  |        |      |
| Nonvegetated Softscape                        | 0                  |        |      |

**Table 4. Allowable Irrigation Types - Landscaped Areas with Irrigation**

| IF THE PLANT TYPE IS: | THEN THE IRRIGATION TYPE CAN BE: |              |             |              |
|-----------------------|----------------------------------|--------------|-------------|--------------|
|                       | Drip - Standard                  | Drip - Press | Fixed Spray | Microspray * |

|             |          |          |          |          |
|-------------|----------|----------|----------|----------|
| Trees       | <b>x</b> | <b>x</b> |          | <b>x</b> |
| Shrubs      | <b>x</b> | <b>x</b> |          | <b>x</b> |
| Groundcover | <b>x</b> | <b>x</b> |          | <b>x</b> |
| Turfgrass   | <b>x</b> | <b>x</b> | <b>x</b> | <b>x</b> |

\* Microspray may only be used on vegetation other than turfgrass if it meets the definition according to the ASABE/ICC with one or more orifices to convert irrigation water pressure to water discharge with a flow rate not to exceed 30 gallon 30 psi (206.8 kPa). Microsprays are inclusive of "microbubblers," "microspinners" and "microspray jets."

**Table 5. Assumed Irrigation Types for Landscaped Areas without Irrigation**

| <b>IF THE PLANT TYPE OR LANDSCAPE FEATURE IS:</b>                                    | <b>Drip - Standard</b> |
|--------------------------------------------------------------------------------------|------------------------|
| Trees, Shrubs, or Groundcover with Low Water Requirements ( $K_L = 0.2$ )            | <b>x</b>               |
| Trees, Shrubs, or Groundcover with Medium or High Water Requirements ( $K_L > 0.2$ ) |                        |
| Turfgrass with Low, Medium, or High Water Requirements ( $K_L > 0.2$ )               |                        |
| Pool, Spa, or Water Feature                                                          |                        |
| Permeable Hardscape                                                                  |                        |
| Nonvegetated Softscape                                                               |                        |

\*Please see additional information in the WaterSense Water Budget Approach for landscapes installed without irrigation

WaterSense  
Irrigation

Set at 100 percent

Reference evapotranspiration (inches/month)  
Irrigated area (square feet)  
Conversion factor (0.6233 for results in gallons/month)

Landscaped water allowance (gallons/month)  
 $T_o \times \text{landscaped area} \times 0.6233$

LWRs for each hydrozone equals the site LWR.

Landscaped water requirement for the hydrozone (gallons/month)  
Quarter distribution uniformity  
Reference evapotranspiration (inches/month)  
Adjustment coefficient for the type of plant in that hydrozone (dimensionless)  
Monthly rainfall, designated by WaterSense as 25% of average peak monthly rainfall (R)  
Area of the hydrozone (square feet)  
Conversion factor (0.6233 for results in gallons/month)

Structure

Table 3. Assumed Distribution  
Uniformity

| Irrigation Type             | DU <sub>(LQ)</sub> or EU* |
|-----------------------------|---------------------------|
| Drip - Standard             | 70%                       |
| Drip - Press Comp           | 90%                       |
| Fixed Spray                 | 65%                       |
| Microspray                  | 70%                       |
| Rotor (or rotating nozzles) | 70%                       |
| No Irrigation               | NA                        |

802-2014 Landscape Irrigation Sprinkler and Emitter Standard, "Microspray. A microirrigation emission device is per hour (113.5 liters per hour) at the largest area of coverage available for the nozzle series when operated at

n Systems

| THEN THE IRRIGATION TYPE SHALL BE: |  |  |             |               |
|------------------------------------|--|--|-------------|---------------|
|                                    |  |  | Fixed Spray | No Irrigation |
|                                    |  |  |             |               |
|                                    |  |  |             |               |
|                                    |  |  | x           |               |
|                                    |  |  | x           |               |
|                                    |  |  | x           |               |
|                                    |  |  |             | x             |
|                                    |  |  |             | x             |

n systems.

# Water Demand Calculator for Estimating Peak Water Demand for Indoor Residential Water Use

Version 2.2

April, 2023

## Authors:

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## Abstract:

The Water Demand Calculator (WDC) is an application that computes the 99th percentile of the instantaneous water demand expected during the period of peak indoor use in a residential building that is fitted with efficient (water conserving) fixtures. The WDC can be applied to estimate peak demand in residential buildings ranging from single family homes to large multi-family apartments and condominium complexes. The user provides the number and the flow rate for each type of indoor fixture in the residential building. The WDC summarizes the input data and returns an estimate of the corresponding 99th percentile of the instantaneous water demand.

## Acknowledgments:

Sponsors - International Association of Plumbing and Mechanical Officials (IAPMO), Water Quality Association (WQA), American Society of Plumbing Engineers (ASPE)

Code: Developed By Toritseju Omaghomi

## System Requirements:

The Water Demand Calculator is a Microsoft Office Excel file and requires a compatible version of Excel 2009 or later to prevent loss of functionality. This file also uses active content (macros). When downloading this file, Microsoft Office has security features causing a message bar to appear warning that the active content may contain viruses and other security hazards that could harm your computer or your organization's network and that the macros have been disabled. This does not mean that viruses have been detected. It only means that active content has been detected and the user is being warned. Since the source file comes from IAPMO, the file can be trusted and the macros can be enabled. You may need to change the settings in the Trust Center on your computer (find this in the Options section of Microsoft Office applications). Once the file is trusted, the warning will no longer appear. You may also need to check with your company's System's Administrator for security permission to download a file with macros.

## Disclaimer:

Although care has been taken to ensure the accuracy, completeness and reliability of the Water Demand Calculator ("Calculator"), neither IAPMO nor any other party makes any warranties, express or implied, or representations as to the accuracy of the Calculator. Neither IAPMO nor any other party assumes any liability or responsibility for any error or omissions in the information contained in or output by the Calculator. Neither IAPMO nor any other party assumes any responsibility for the consequences of use of such information, nor for any infringement of third party intellectual property rights which may result from its use.

Visit IAPMO web site for more information at

<http://www.iapmo.org/WEStand/Pages/WaterDemandCalculator.aspx>

## Water Demand Calculator (WDC v2.2)

**PROJECT NAME :** WDC LEGEND  
Click for Drop-down Menu →

Multi-Family Building

Total Number of Apartments in the Building → 10

Total Apartments in this Calculation → 6

Thursday, April 27, 2023  
12:12 PM

| FIXTURE GROUPS        |    | FIXTURE                             | ENTER TOTAL NUMBER OF FIXTURES | PROBABILITY OF USE (%) | ENTER FIXTURE FLOW RATE (GPM) | MAXIMUM RECOMMENDED FIXTURE FLOW RATE (GPM) |
|-----------------------|----|-------------------------------------|--------------------------------|------------------------|-------------------------------|---------------------------------------------|
| Bathroom Fixtures     | 1  | Bathtub (no Shower)                 | 0                              | 0.77                   | 5.5                           | 5.5                                         |
|                       | 2  | Bidet                               | 0                              | 0.66                   | 2.0                           | 2.0                                         |
|                       | 3  | Combination Bath/Shower             | 6                              | 3.06                   | 5.5                           | 5.5                                         |
|                       | 4  | Faucet, Lavatory                    | 18                             | 1.68                   | 1.5                           | 1.5                                         |
|                       | 5  | Shower, per head (no Bathtub)       | 12                             | 2.16                   | 2.0                           | 2.0                                         |
|                       | 6  | Water Closet, 1.28 GPF Gravity Tank | 18                             | 0.66                   | 3.0                           | 3.0                                         |
| Kitchen Fixtures      | 7  | Dishwasher                          | 6                              | 0.42                   | 1.3                           | 1.3                                         |
|                       | 8  | Faucet, Kitchen Sink                | 6                              | 1.68                   | 2.2                           | 2.2                                         |
| Laundry Room Fixtures | 9  | Clothes Washer                      | 6                              | 3.05                   | 3.5                           | 3.5                                         |
|                       | 10 | Faucet, Laundry                     | 0                              | 1.68                   | 2.0                           | 2.0                                         |
| Bar/Prep Fixtures     | 11 | Faucet, Bar Sink                    | 0                              | 1.68                   | 1.5                           | 1.5                                         |
|                       | 12 | Fixture 1                           | 1                              | 0.00                   | 3.0                           | 6.0                                         |
| Other Fixtures        | 13 | Fixture 2                           | 0                              | 0.00                   | 0.0                           | 6.0                                         |
|                       | 14 | Fixture 3                           | 0                              | 0.00                   | 0.0                           | 6.0                                         |

**COMPUTED RESULTS FOR PEAK PERIOD CONDITIONS**

**Total No. of Fixtures in Calculation**  
**N = 73**

**99<sup>th</sup> Percentile Demand Flow**  
**Q = 13.8 GPM**

**Hunter Number**  
**H(n,p) = 1.18**

**Stagnation Probability**  
**Pr[Zero Demand] = 30%**

**Method of Computation**  
**Modified Wistort's Method**

Sum of fixtures entered in the calculator.

Demand flow in the selected units of measurement.

Average number of fixtures in use at any instant.

Probability of no fixtures in use at any instant.

Method utilized in calculating Demand Estimate

**DOWNLOAD RESULT**

**RESET WDC**

↓ Select Units for Water Demand ↓  

GPM

LPM

LPS

**RUN WDC**

**CLICK BUTTON**

Downloads the current result to a file named WDCResults-DDMMYY-bhmmss.xlsx in the "Downloads" folder.

Click to reset number of fixtures

Select from these units of measurement:  
GPM - Gallons per minute, LPM - Liters per minute, LPS - Liters per second.

If visible, fixture combination has changed.  
Therefore run water demand calculator for a new result.

Enter 'Other Fixture' Probability of use (0.1 - 6%) in [Column C]  
Enter 'Other Fixture' flow rate in [Column D]

If visible, there is an entry for "Other fixture".  
Enter appropriate fixture p-value and flow rate (GPM, LPM, or LPS).



## Water Demand Calculator (WDC v2.2)

PROJECT NAME :

Click for Drop-down Menu →

-----

Single-Family Residence

Thursday, January 16, 2025

2:25 PM

| FIXTURE GROUPS        |    | FIXTURE                             | ENTER TOTAL<br>NUMBER<br>OF FIXTURES | PROBABILITY<br>OF USE<br>(%) | ENTER FIXTURE<br>FLOW RATE<br>(GPM) | MAXIMUM<br>RECOMMENDED<br>FIXTURE FLOW RATE<br>(GPM) |
|-----------------------|----|-------------------------------------|--------------------------------------|------------------------------|-------------------------------------|------------------------------------------------------|
| Bathroom<br>Fixtures  | 1  | Bathtub (no Shower)                 | 0                                    | 1.00                         | 5.5                                 | 5.5                                                  |
|                       | 2  | Bidet                               | 0                                    | 1.00                         | 2.0                                 | 2.0                                                  |
|                       | 3  | Combination Bath/Shower             | 0                                    | 5.50                         | 5.5                                 | 5.5                                                  |
|                       | 4  | Faucet, Lavatory                    | 0                                    | 2.00                         | 1.5                                 | 1.5                                                  |
|                       | 5  | Shower, per head (no Bathtub)       | 0                                    | 4.50                         | 2.0                                 | 2.0                                                  |
|                       | 6  | Water Closet, 1.28 GPF Gravity Tank | 0                                    | 1.00                         | 3.0                                 | 3.0                                                  |
| Kitchen Fixtures      | 7  | Dishwasher                          | 0                                    | 0.50                         | 1.3                                 | 1.3                                                  |
|                       | 8  | Faucet, Kitchen Sink                | 0                                    | 2.00                         | 2.2                                 | 2.2                                                  |
| Laundry Room Fixtures | 9  | Clothes Washer                      | 0                                    | 5.50                         | 3.5                                 | 3.5                                                  |
|                       | 10 | Faucet, Laundry                     | 0                                    | 2.00                         | 2.0                                 | 2.0                                                  |
| Bar/Prep Fixtures     | 11 | Faucet, Bar Sink                    | 0                                    | 2.00                         | 1.5                                 | 1.5                                                  |
| Other Fixtures        | 12 | Fixture 1                           | 0                                    | 0.00                         | 0.0                                 | 6.0                                                  |
|                       | 13 | Fixture 2                           | 0                                    | 0.00                         | 0.0                                 | 6.0                                                  |
|                       | 14 | Fixture 3                           | 0                                    | 0.00                         | 0.0                                 | 6.0                                                  |

### COMPUTED RESULTS FOR PEAK PERIOD CONDITIONS

Total No. of Fixtures in Calculation

99<sup>th</sup> Percentile Demand Flow

Hunter Number

Stagnation Probability

Method of Computation

DOWNLOAD  
RESULT

RESET  
WDC

↓ Select Units for Water Demand ↓

GPM

LPM

LPS

RUN  
WDC

←  
CLICK BUTTON  
←



**SUBJECT FOR DISCUSSION**

Award of Contract to Prairie Dog Pros, LLC (dBA Old Town Pest Control) for Prairie Dog Mitigation Services During the 2025 Season for not to Exceed \$16,000.00 from the Public Works Shop General Fund

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

Pest control operations are a specialized service that requires training, knowledge and a methodical approach to effectively and economically balance the city's needs and environmental issues.

The Prairie Dog Pros program will handle all aspects of the City's program to include fumigation services, notifications, area mapping and placard marking. The company is Fort Collins based and A+ rated with the Better Business Bureau. Many local Cities and Towns contract with them.

Priority treatment areas of concern are the Golden Pond area, PW shop railroad ROW lease area and railroad ROW lease area near the Community Center. Scope includes monthly follow-up in each area.

Program will continue immediately.

**FINANCIAL CONSIDERATIONS**

The 2025 budget includes \$45,000 for "pest control" in the Public Works Shop General Fund. The mosquito program is contracted for \$21,112.49 leaving \$23,887.51 available to cover this contract agreement. City Administrator signed agreement.

**LEGAL/POLITICAL CONSIDERATIONS**

Not Applicable.

**ALTERNATIVES/OPTIONS**

- A. Approve the contract award to Prairie Dog Pros
- B. Reject agreement and contract with another firm.
- C. Delay action on the contract to gather more information.
- D. Have PW staff continue operations.

**STAFF RECOMMENDATIONS**

Staff recommends approving award of the contract to Prairie Dog Pros for prairie dog mitigation services for not to exceed \$16,000.00 for the 2025 season.

- Attachments:**
- a. Contract Agreement – Prairie Dog Pros, LLC.
  - b. Services Proposal (Exhibit A)

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



## Public Works

### Contract Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **Prairie Dog Pros, LLC dba "Old Town Pest Control"** (hereinafter "CONTRACTOR").

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

1. **SCOPE OF WORK.** Contractor will furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other construction accessories, services and facilities specified or required to be incorporated in and for a permanent part of the completed work. Contractor shall provide and perform all necessary labor in a first class and workmanlike manner and in accordance with the conditions and prices stated in the bid proposal and the requirements, stipulations, provisions and conditions of the contract documents. Contractor shall perform, execute, construct and complete all things mentioned to be done by the Contractor and all work included treat for prairie dogs as proposed in **Exhibit A**.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the scope of work set forth in Exhibit A. In the event of any conflict between the specific contract terms and requirements of this Contract Agreement and any terms and conditions of Contractor or Exhibit A, the parties specifically agree the terms of this Contract Agreement shall control.

3. **TIME OF COMPLETION.** The Contractor agrees to commence services upon execution of this Agreement and continue through **December 31, 2025**.

4. **CONTRACT SUM.** The City shall pay to the Contractor for performance and completion of the work encompassed by this Agreement, and the Contractor will accept as full compensation in accordance with the schedule included in Exhibit A for a maximum not to exceed amount of **\$16,000.00**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon inspection and acceptance of the work by the City, in its sole discretion and execution of any releases by Contractor deemed necessary by the City.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** No change orders shall be allowed on this project unless with written approval of the City. The City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. No change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Contractor in writing, that lawful

appropriations to cover the costs of this additional work has been made.

6. **AMENDMENT/NO ASSIGNMENT.** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement.

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

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

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

10. **GOVERNING LAW.** Contractor agrees to comply with all local, state and federal laws in its performance of work under this Agreement. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

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

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

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

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

15. **INDEMNIFICATION BY CONTRACTOR.** Contractor shall defend, indemnify and hold the City harmless from any damages, including but not limited to any loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of Contractor or its contractors pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

16. **APPROVAL REQUIRED.** This Agreement is subject to the final approval of the Fort Lupton Finance Director and signature by the City Administrator.

EXECUTED THIS 15th DAY OF January, 2025.

**CITY OF FORT LUPTON, COLORADO**

*Christopher Cross*

---

BY: Chris Cross

TITLE: City Administrator

**PRAIRIE DOG PROS LLC:**

*Celeste Carlson*

Celeste Carlson (Jan 15, 2025 10:12 MST)

---

BY: Curtis Krell

TITLE:

# EXHIBIT A

## PRAIRIE DOG PROS, LLC

### PRAIRIE DOG FUMIGATION PROPOSAL FOR THE CITY OF FORT LUPTON

December 30th, 2024

Prairie Dog Pros, LLC is pleased to submit this proposal for prairie dog mitigation services to support the City of Fort Lupton, CO in their prairie dog mitigation policy. Prairie Dog pros, LLC will provide the following if awarded this contract.

- Provide the required fumigation management plan (FMP).
- Notify local first responders of the service date and time.
- Map the treatment area and stake the area with the required warning placards at the time of service.

### Pricing

- The following table details the pricing for delivery of services outlined in this proposal. This pricing is valid for 2025 from the date on this proposal.
- Payment is due 30 days from receipt.
- Additional maintenance services will need to be discussed before additional work is performed.
- Service agreement signatures must be obtained before this agreement becomes valid.

| Monthly Service Pricing         | Price             |
|---------------------------------|-------------------|
| Recreation Center               | \$150.00 Monthly  |
| Retention Area                  | \$150.00 Monthly  |
| Railroad / Parker Shop Easement | \$300.00 Monthly  |
| Total Monthly Costs             | \$600.00 Monthly  |
|                                 |                   |
| As Needed Service requests      | Price             |
| Gun Club Area                   | \$165.00 Per Hour |
| Water Treatment Facility        | \$165.00 Per Hour |



**WE LOOK FORWARD TO THE OPPORTUNITY TO WORK WITH THE CITY OF  
FORT LUPTON IN THEIR EFFORT TO ERADICATE THE PRAIRIE DOG PROBLEM.**

If you have questions on this proposal, feel free to contact Curtis Krell at your convenience by email at [prairiedogpros@gmail.com](mailto:prairiedogpros@gmail.com) or by phone at [970-286-8414](tel:970-286-8414). We will be in touch with you next week to arrange a follow up conversation on the proposal. Thank you for your consideration..We can also be reached at "Old Town Pest Control"

Phone: 1-970-212-2620

Email: [celeste@oldtownpestcontrol.com](mailto:celeste@oldtownpestcontrol.com) or [curtis@oldtownpestcontrol.com](mailto:curtis@oldtownpestcontrol.com).

Thanks for your consideration.

Approved by: Chris Cross

Title: City Administrator

Signature: *Christopher Cross*

Date: 15/01/25

# PWAgreementPairieDogPros-01152025

Final Audit Report

2025-01-15

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2025-01-15                                   |
| By:             | Roy Vestal (rvestal@fortluptonco.gov)        |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAABW0ODfZcHmxMRev2Pc0oTEhz02Nfpr8P |

## "PWAgreementPairieDogPros-01152025" History

-  Document created by Roy Vestal (rvestal@fortluptonco.gov)  
2025-01-15 - 4:33:58 PM GMT
-  Document emailed to Chris Cross (ccross@fortluptonco.gov) for signature  
2025-01-15 - 4:34:03 PM GMT
-  Document emailed to Curtis Krell (prairiedogpros@gmail.com) for signature  
2025-01-15 - 4:34:03 PM GMT
-  Email viewed by Chris Cross (ccross@fortluptonco.gov)  
2025-01-15 - 4:42:38 PM GMT
-  Document e-signed by Chris Cross (ccross@fortluptonco.gov)  
Signature Date: 2025-01-15 - 4:43:12 PM GMT - Time Source: server
-  Email viewed by Curtis Krell (prairiedogpros@gmail.com)  
2025-01-15 - 4:58:17 PM GMT
-  Signer Curtis Krell (prairiedogpros@gmail.com) entered name at signing as Celeste Carlson  
2025-01-15 - 5:12:46 PM GMT
-  Document e-signed by Celeste Carlson (prairiedogpros@gmail.com)  
Signature Date: 2025-01-15 - 5:12:48 PM GMT - Time Source: server
-  Agreement completed.  
2025-01-15 - 5:12:48 PM GMT



**SUBJECT FOR DISCUSSION**

Award of Contract to Vector Disease Control International, LLC for Integrated Mosquito Management Services during the 2025 Season for not to Exceed \$21,112.49 from the Public Works Shop General Fund

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

Mosquito operations are a specialized service that requires training, knowledge and a methodical approach to effectively and economically balance the city's needs and environmental issues.

The VDCI program will handle all aspects of the City's program with added technology and information assistance to our residents. VDCI has provided this program for the City since 2020.

Program begins in May with larval surveillance with completion in September. Services include larval control, weekly adult insecticide applications, trap monitoring, mapping and reporting.

Comparison of previous year's 3-year agreements

| Year | 2024        | 2025        | 2026        | 2027      |
|------|-------------|-------------|-------------|-----------|
| 2024 | \$20,698.52 | \$21,526.46 | \$22,387.52 |           |
| 2025 |             | \$21,112.49 | \$21,745.86 | 22,398.24 |

There was no advantage to 3-year contracting last year.

**FINANCIAL CONSIDERATIONS**

The 2025 budget includes \$45,000 for "pest control" in the Public Works Shop General Fund. City Administrator signed the agreement.

**LEGAL/POLITICAL CONSIDERATIONS**

Not Applicable.

**ALTERNATIVES/OPTIONS**

- A. Approve the 2025 contract award to VDCI
- B. Approve the 3-year contract award to VDCI
- C. Delay action on the contract to gather more information.
- D. Have PW staff resume spraying operations.

**STAFF RECOMMENDATIONS**

Staff recommends approving award of the contract to VDCI for Integrated Mosquito Management Services for not to exceed \$21,112.49 for the 2025 season.

- Attachments:**
- a. Contract Agreement – Vector Disease Control International, LLC.
  - b. VDCI Services Proposal (Exhibit A)
  - c. 2024 Mosquito Control Report

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



## City of Fort Lupton, Colorado

### Public Works Department

## Public Works Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton, Colorado** (hereinafter "City") and **Vector Disease Control International, LLC (VDCI)** (hereinafter "VDCI").

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

1. **SCOPE OF SERVICES.** VDCI shall perform the services included in the scope of work set forth and incorporated herein as **Exhibit A**. VDCI confirms it possesses all necessary professional licenses and is in good standing with the State of Colorado.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and VDCI's Services Proposal (Exhibit A). In the event of any conflict between the specific contract terms and requirements of this Contract Agreement and any terms and conditions of Contractor or Exhibit A, the parties specifically agree the terms of this Contract Agreement shall control.

3. **PERIOD OF SERVICE AND SCHEDULE.** Performance of services contracted for is the **2025 season** scheduled as indicated within Exhibit A.

4. **CONTRACT SUM.** The City shall pay to VDCI for performance and completion of the work encompassed by this Agreement, and VDCI will accept as full compensation therefore the sum of not to exceed **Twenty-One Thousand, One Hundred and Twelve Dollars and 49/100 Cents, \$21,112.49**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon review and acceptance of the work by the City, in its sole discretion.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** The City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. No change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies VDCI in writing, that lawful appropriations to cover the costs of this additional work has been made and the change order is approved by the City in its sole discretion in writing. City shall have the right to make changes within the general scope of VDCI's services, with an appropriate change in compensation and schedule, upon execution

of a mutually acceptable amendment or change order signed by authorized representatives of City and VDCI.

6. **AMENDMENT/NO ASSIGNMENT.** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement. VDCI's services will be performed solely for the benefit of City and not for the benefit of any other persons or entities. Neither City nor VDCI shall assign or transfer interest in this Agreement without the written consent of the other.

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

9. **TERMINATION.** Services may be terminated by City or VDCI by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, City shall pay VDCI all amounts due for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

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

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

12. **OSHA REQUIREMENTS.** VDCI agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. VDCI shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. VDCI acknowledges and agrees that with respect to the scope of work under this contract, it shall comply with all obligations and assume all responsibilities for its actions regarding all OSHA rules and regulations.

13. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** The City, its elected officials, officers and employees are relying upon, and do not waive or intent to waive by any

provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

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

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

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

17. **APPROVAL REQUIRED.** This Agreement is subject to the final approval of the Fort Lupton Finance Director and signature by the City Administrator.

EXECUTED THIS 15<sup>th</sup> DAY OF JANUARY, 2025.

**CITY OF FORT LUPTON, COLORADO**

\_\_\_\_\_  
BY: Chris Cross

TITLE: City Administrator

**VECTOR DISEASE CONTROL INTERNATIONAL, LLC**

\_\_\_\_\_  
BY: Jason W. Williams

TITLE: Regional Director





## Annual Integrated Mosquito Control Services Proposal – 2025 Program

**Provided to:**

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

**Provided by:**

Vector Disease Control International (VDCI)  
National Business Office  
1320 Brookwood Drive, Suite H  
Little Rock, AR 72202



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## Executive Summary

Vector Disease Control International (VDCI) is pleased to offer a proposal for the City of Fort Lupton's Integrated Mosquito Management (IMM) Program. We understand that the City seeks to provide the highest quality public services to its citizens. We believe that VDCI has clearly proven our ability to provide exemplary quality, cost-effective services and strong working relationships with the citizens and employees of the City of Fort Lupton. VDCI hopes to serve the City of Fort Lupton once again for the 2025 mosquito season.

VDCI is a company built on the foundations of public health, ethics, professionalism, and technical expertise with the goal of creating true partnerships with local municipalities, districts and residents. We strive to improve the quality of human life in communities through education, surveillance and the control of mosquitoes and other disease vectors. VDCI successfully achieves your goals by devising Integrated Mosquito Management programs that are innovative, environmentally sound, and cost effective. At all times, we will conduct business through open communication and partnerships with our customers in a manner that meets their objectives and protects both the environment and the welfare of residents.

Founded in 1992 with the idea of providing municipalities with the products and services needed to run effective mosquito control programs, VDCI now has over 30 years of experience in the field of public health and manages Integrated Mosquito Management programs for cities and counties across the country.

Vector Disease Control International has designed, implemented, refined, and pushed to new technological levels, comprehensive mosquito control and disease surveillance programs based on the sound scientific principles of IPM and the environmental goals of our contracted municipalities. Other important support services offered by VDCI include a diverse informational website, a spray Notification and Shutoff program for citizens, implementation of VDCI's proprietary database, and Geographic Information System software used in daily larval and adult mosquito control operations. These collective services have expanded the scope and depth of the program we offer and have dramatically improved the operations of the City of Fort Lupton's Mosquito Control Program.

The following proposal will expand on the high-quality mosquito surveillance, control, and supplementary services that VDCI has successfully built and operated for the City of Fort Lupton. We value the relationship we have built with the people of Fort Lupton and again thank you for the opportunity to submit this proposal.

## Section I. General Considerations

### 1. Project Description

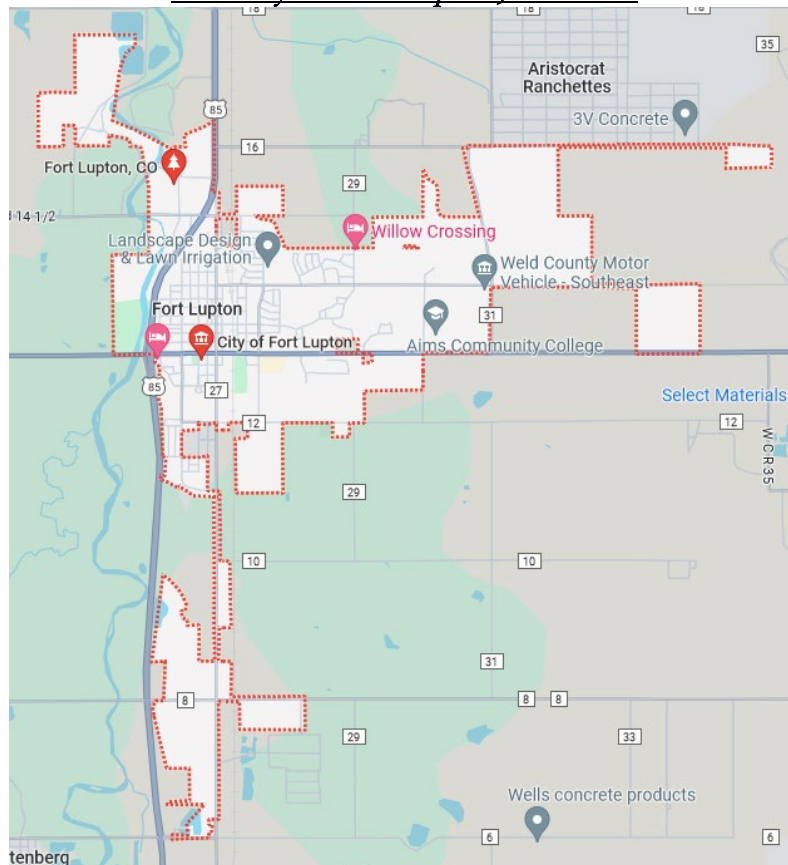
Vector Disease Control International (VDCI) will conduct a comprehensive Integrated Mosquito Management (IMM) Program for the City of Fort Lupton within the service area as defined below.

Vector Disease Control International will employ established IMM principles and practices to dramatically reduce the number of larval and adult mosquitoes in the City of Fort Lupton. These principles and practices are based on a sound Integrated Pest Management (IPM) framework. Monitoring and suppression of both larval and adult mosquitoes will be based on an environmentally focused, least-toxic approach, that utilizes a combination of cultural, biological, and chemical controls to target and reduce all mosquitoes, including potential disease-vector populations and nuisance species, and which is economically feasible, with an emphasis on minimizing chemical adulticide applications.

### 2. Project Area

Vector Disease Control International understands and agrees that the City of Fort Lupton Mosquito Control Service Area consists of all areas within the external boundary of the City, as illustrated in the map below.

#### *The City of Fort Lupton, Colorado*



## Section II. Integrated Mosquito Control Services Scope of Work

### 1. Legal Requirements

Vector Disease Control International, LLC is currently licensed and will maintain licensing to perform commercial mosquito control services in the State of Colorado (Colorado Department of Agriculture License No. 17165). See Appendix 1 for a copy of the License and Endorsements. VDCI currently employs more than ten Colorado Department of Agriculture Licensed Qualified Supervisors.

VDCI will meet all Federal, State and Local requirements for storage, transport, dispensing and disposal of all products including pesticides.

Additionally, Vector Disease Control International will:

- Warrant that all services provided will be in a professional and businesslike manner.
- Comply with all aspects of the United States Department of Labor and the Occupational Safety and Health Administration's regulations concerning the hazards of the chemicals utilized in performance of the specification.
- Provide entire labor staff directly, not through subcontractors, which staff shall have appropriate pesticide training and certification.
- Provide telephone, facsimile and e-mail communications capabilities.
- VDCI will comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the City's safety regulations while on any City property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the City the right to terminate this agreement for cause.
- COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, VDCI will meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
  - VDCI will certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- VDCI will not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- VDCI will not enter a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- At the time of signing this public contract for services, VDCI has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- VDCI will not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- If VDCI obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, VDCI will: notify the subcontractor and the City within three days that VDCI has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that VDCI will not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- VDCI will comply with any reasonable requests by the Department of Labor and Employment (the Department) made during an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- If VDCI violates this Section, of this Agreement, the City may terminate this Agreement for breach of contract. If the Agreement is so terminated, VDCI will be liable for actual and consequential damages to the City.
- Provide all employees extensive classroom and field training on issues pertaining to; Pesticide and Applicator Laws and Regulations, Pesticide Labels and Labeling, Pesticide Use, Applicator Safety, Public Safety, Environmental Protection, Integrated Pest Management, Integrated Mosquito Management, and Equipment Use and Calibration.
- Provide all employees training on all pertinent OSHA regulations. Employees will be instructed on required Personal Protective Equipment (PPE) for each product, its use, care, and disposal. Employees will receive instruction on what to do in case of an emergency including and not limited to; spill procedures, vehicular accidents, personal injury, West Nile prevention, environmental protection, and public safety. This training will include spill prevention, cleanup and disposal, and chain of command notification requirements.
- Provide employees with all required Personal Protection Equipment as required by the EPA, Colorado Department of Agriculture, and OSHA.
- Provide each employee VDCI company shirts so that they can be clearly identified as Mosquito Control Technicians by residents and City officials.
- All vehicles are owned by VDCI and commercially insured under VDCI's master commercial automotive policy. All vehicles will be clearly marked with the company's name, city, state, and telephone number, per CO Dept. of Agriculture rules. No private vehicles will be used. All employees will always have proper ID while in the field.
- All company vehicles used for pesticide applications are trucks, with pesticides being stored and

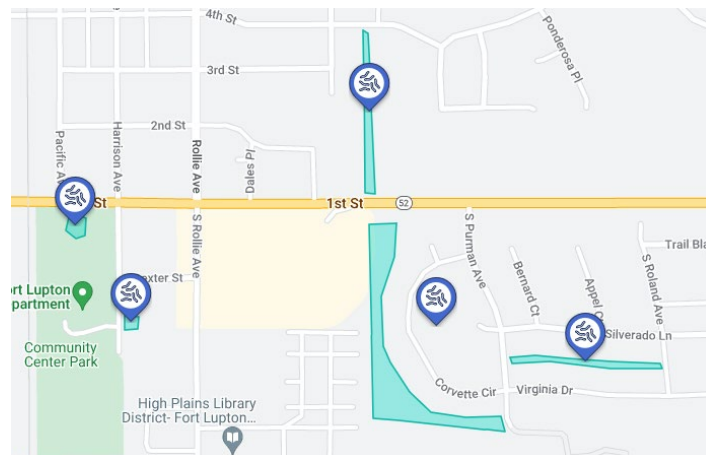
secured in truck bed separate of passenger compartment. This conforms to DOT and Colorado Department of Agriculture Regulations.

- All trucks are equipped with a correctly rated fire extinguisher, current Safety Data Sheets for all carried products, current labels for all carried products, employee first aid kit, and chemical spill/recovery kit.
- Use no subcontractors or independent contractors to perform normal surveillance or treatment of areas. All personnel will be legal employees of the company providing the mosquito control services. All employees will be properly trained and licensed by the CO Dept. of Agriculture and covered by General Liability Insurance Policy and Workers Compensation Insurance.
- Provide Labels and SDS for all products used by company upon written request.
- Provide General Liability/Auto/Workers Compensation insurance policy as required with a minimum comprehensive of \$1 million per occurrence general liability, claims-made policy including chemical and pollution coverage is required. The City of Fort Lupton is named as additionally insured. However, VDCI requests the following statement be included in the professional service agreement:

*“Notwithstanding anything to the contrary elsewhere in this agreement, Contractor’s liability to City shall not exceed \$1,000,000.00. This capped liability provision shall apply to 1) Direct claims by City against Contractor; 2) Contractor’s obligation to defend, indemnify and hold City harmless for third party claims; or 3) City’s access to Contractor’s insurance coverage as an additional insured.”*

## **2. Survey and Mapping Services**

VDCI will accurately map and catalog all potential larval mosquito production sites within the proposed service area. VDCI will then use its proprietary database and tablet-based software to create inspection routes that include maps overlaid on digital aerial orthophotography for accurate detail (see example below). VDCI will maintain and update this digital data as needed and will provide copies to the City of Fort Lupton as requested.





### **3. Larval Mosquito Surveillance and Control**

VDCI will devote most of the staff time to larval mosquito surveillance and control. VDCI has identified larval habitats within the City of Fort Lupton Service Area that are inspected throughout the season on a biweekly, weekly, or monthly basis. VDCI will perform larval mosquito control operations from May through September (as needed, dependent on environmental conditions and presence of larvae). VDCI will continue to maintain a larval site history database that includes a site catalog number, date and time of inspections, wet/dry status of site, treatment (if any), product type and amount, estimated acreage treated, larval action threshold, documentation of any adverse incidents associated with treatments (NPDES/CDPS requirement), larval instars present, and number of larvae present per dip.

VDCI has continually updated our database system and associated GIS data layers with additional newfound breeding sites and changes in parcel ownership. VDCI will continue to improve the program effectiveness by surveying, mapping and methodically inspecting new sites to build a site history and identify problem areas as they are located.



- I. VDCI will utilize our advanced database to accurately maintain inspection sites, dates, treatments, methods, product amounts, products used for control, and population dynamics of the mosquito larvae collected.
- II. Using our previous years of data collecting in the City of Fort Lupton as a base, VDCI will continuously fine-tune our proprietary database to efficiently target larval mosquito control operational efforts. Our operations will include:
  - Targeted larval site inspections, as needed, at all previously identified and newfound potential larval development sites. Site inspections will target larval sites based on past comprehensive site history data as recorded in our database. These data incorporate historic records of larval presence, larval densities, habitat size and type, water source, and weather data.
  - As sites are found that contain mosquito larvae, VDCI will first look to cultural or physical controls to reduce or eliminate standing water and larval development. Water management and source reduction including clearing clogged ditches, hand digging of channels, and working with property owners to mitigate these sites will be implemented when applicable.



- VDCI will then, as appropriate, treat sites where mosquito larvae are detected with a “Prescription-oriented” least-toxic, biological control appropriate to the site. Larval control products will include; Vectobac (Bti), Vectolex (Bs), Altosid (methoprene), BVA 2 (highly refined mineral oil) and other registered larval control products as needed. All applications will be within label-specified rates and recorded in our database.

III. VDCI will perform random Quality Control field checks of previously inspected and/or treated larval sites. Quality Control inspections will be conducted regularly to ensure technician performance and pesticide efficacy. The Contract Manager or designated Quality Control Technician will also review data sheet entries to verify that sites are being inspected in accordance with site status and that larval control products are being applied according to habitat and water source information. Operational maps will be ground-verified to ensure accuracy and data collection will be screened prior to final submittal, to eliminate input error.

### VDCI's Larval Mosquito Control Resources

**Professional Staff:** VDCI will devote full-time field technicians and a Qualified Supervisor (licensed through the CO Dept. of Ag) to perform IMM-based larval mosquito control operations in the City of Fort Lupton. These technicians are fully trained via VDCI's classroom and field training program, and far exceed the minimum training standards set by the Colorado Department of Agriculture. Management of the program is led by highly experienced, full-time VDCI employees who are licensed Qualified Supervisors in Public Health (110) through the CO Dept. of Agriculture. All larval mosquito control work will be done by employees of Vector Disease Control International, who will be covered by VDCI's Worker's Compensation Insurance, and will not be subcontracted out.

**Equipment:** Every technician will have access to a VDCI-owned fleet vehicle which is fully insured under VDCI's master commercial fleet policy and is equipped with all necessary larval surveillance equipment, larval control application equipment, and biological larvicide products.



**Infrastructure:** Because much of VDCI's operations are targeted toward larval mosquito control, many of our resources are used on infrastructure to facilitate these operations. VDCI's warehouses, material handling equipment, supply chain, data input, vehicle fleet, and application equipment are all designed to support our larval control operations.

**Technology:** VDCI's proprietary and advanced database system will be used to analyze historical breeding site data, which decreases our environmental impact by targeting site inspections and microbial larvicide control applications.

We have specifically engineered our database with proprietary algorithms and reporting capabilities to utilize historical data collected from the City of Fort Lupton and other communities throughout Colorado to precisely target larval mosquito control locations, reducing unnecessary treatments. Targeting our applications with our historical data allows our operations to provide the highest level of control while minimizing the quantity of larvicide being applied to the environment.

## 5. Adult Mosquito Surveillance & Control

### Adult Mosquito Surveillance

VDCI will conduct extensive adult mosquito surveillance trapping during the mosquito season (approximately the beginning of June through the end of August, weather permitting *or as requested by an authorized City Representative*) to monitor mosquito-borne disease risk and nuisance mosquito population levels. Trapping of adult mosquitoes at minimum will include:

- Weekly trapping at four (4) pre-determined permanent surveillance locations within the City of Fort Lupton Mosquito Control Service Area, as illustrated in Section I. Samples may be tested for West Nile Virus in cooperation with the City of Fort Lupton and the Colorado Department of Public Health and Environment.
- As necessary, VDCI may provide additional trapping with “floater” traps in areas of the City that are not covered by one of the permanent trap locations. Floater traps and Landing Rate Counts may be used to determine adult mosquito populations in areas where citizen complaints regarding high numbers of mosquitoes have been received and to determine whether spraying for adult mosquito control is needed (see Adult Mosquito Control, below.)
- CDC light traps, baited with dry ice (CO<sub>2</sub>), will be used for permanent and floater surveillance trapping operations.
- Identification to genus and species, and total counts of adult mosquitoes will be completed within 24 hours of delivery of the specimens to VDCI’s lab if possible. Counts using statistically valid sampling methods will be used in large trap sample sizes (over 300 mosquitoes/trap).
- VDCI will maintain trap data via our proprietary database and make it available to the City of Fort Lupton Representatives.
- All mosquito trapping activities including the submission of mosquito pool specimens will be conducted in accordance with the protocols established in the current CDPHE Mosquito Surveillance Plan.



## *VDCI's Identification, Surveillance & Laboratory Resources*

**In-House Larval and Adult Mosquito Identification** is critical to accurate surveillance and timely response to spikes in vector and nuisance mosquito populations. While VDCI technicians are trained to perform larval field ID to the genus level, larvae may be periodically brought to VDCI's labs for comprehensive identification to the species level. VDCI ensures that highly trained lab ID specialists, who have access to high quality stereo zoom microscopes and scientific keys, perform the identification of both larval and adult mosquito species.



**Management:** All VDCI surveillance and laboratory services are managed by Anna Wanek and Dr. Michael "Doc" Weissmann. Anna has a B.S. in Biology from Metropolitan State University is a Certified Mosquito Identification Expert by the Florida Medical Entomology Laboratory. Dr. Weissmann holds a Ph.D. in Entomology from Colorado State University. Dr. Weissmann is a renowned expert in Dipteran biology and taxonomy.

**Personnel:** VDCI has 8 full-time field surveillance and laboratory technicians trained in mosquito trap operations and taxonomic identification of larval and adult mosquitoes to species level. All adult mosquito surveillance trapping will be done in-house and will not be subcontracted. Operation of the adult mosquito surveillance trap network will be completed by trained employees of Vector Disease Control International.



**Equipment:** The VDCI Surveillance Laboratories are fully equipped with 8 stereo zoom binocular microscopes, including one video/photographic microscope capable of projecting microscopic images onto computer screens or to projection equipment for wall sized viewing.

VDCI owns and maintains more than 150 CDC dry ice baited Light Traps and 20 Reiter Gravid Traps and all associated equipment and hardware.

**Infrastructure:** VDCI has over 1000 sq. ft. of devoted Surveillance Laboratory facilities and an additional 200 sq. ft. of trap maintenance and dry ice storage space. In addition to the above-mentioned equipment, VDCI's lab facilities include other important equipment such as deep freezers, multiple computer workstations, mobile dry ice holding containers, and a fleet of fuel-efficient vehicles specifically designated for surveillance operations.

**Technology:** All data generated and collected by the Surveillance and Laboratory staff is entered into VDCI's database system **within 24 hours** of processing.



## Adult Mosquito Control

In keeping with the framework of an IMM approach to mosquito control, VDCI will focus on minimizing the use of chemical pesticides and understands that adulticides are the last resort when dealing with the biting adult stage of the mosquito. The program offered by VDCI will implement adult mosquito control applications as a final resource option, in the interest of public health and safety, as well as environmental sensitivity. VDCI acknowledges and will execute the preference of biological controls, larvicides, over chemical controls, adulticides.

To control adult mosquitoes that exceed pre-set threshold levels or present a public health threat due to mosquito infections rates or elevated vector populations, a prescription-based adulticiding program will be used. VDCI has not, and will not, subcontract ground based ULV adulticide applications. All vehicles and equipment used in adult mosquito control operations will be owned and insured by VDCI.

The use of chemical adulticide spray applications to control adult mosquitoes will be performed according to the following guidelines:

- Permethrin/PBO formulations such as Aqua Perm-X and Aqua Kontrol (or other products with similar/less toxicity as approved by the City), will be applied within the EPA registered application rates via Ultra Low Volume (ULV) dispersal equipment.
- Truck-mounted ULV dispersal will be the primary application method (hand-held ULV equipment may be used where appropriate). All ULV equipment shall be calibrated as needed, but not less than once annually.
- In-cab GPS equipment will be used to map all routes and observe shutoff requests and provide accurate record keeping. Real-time data, collected during the applications, will be used to produce detailed post-application maps depicting the vehicle's path, with areas treated and not treated clearly labeled, along with reports for all adulticide applications.
- Adulticide applications may be used *only* when nuisance or vector mosquitoes cannot be controlled to satisfactory levels by any other means (e.g. water management, vegetation control, biological controls, larvicide, etc.) and when any one of the following conditions exist:
  - There is an imminent threat of mosquito-borne disease transmission as directed by The City of Fort Lupton in cooperation with the Colorado Department of Health and Environment, or;
  - When 150 adult mosquitoes of any species are collected from any permanent CDC mosquito trap in a given night, or;
  - When 75 adult mosquitoes of the genus *Culex* are collected from any permanent CDC mosquito trap in a given not, or;
  - In other areas of the City not routinely trapped, if a "floater" trap is set and there are 100 or greater adult mosquitoes captured per trap per night.

VDCI will coordinate with the City of Fort Lupton officials to schedule and perform Barrier Backpack applications using the residual adulticide TalStar (or comparable mosquito barrier products) and/or Ground-based Truck ULV mosquito spraying in the City of Fort Lupton Parks for outdoor community events. Applications of mosquito adulticides and or barrier products will typically be performed on the day of, or evening prior to, any scheduled and agreed upon City events.

### *VDCI's Adult Mosquito Control Resources*

**Personnel:** All ground-based adult mosquito control applications are performed by VDCI management staff and veteran seasonal employees with specialized training in ULV (ultra-low volume) adulticide spraying and will not be subcontracted. Currently VDCI has over 15 fully trained personnel capable of performing ground based ULV applications. This level of staffing and expertise can handle any typical weekly application needs or even any atypical public health emergency at a moment's notice.

**Technology:** VDCI will use the most advanced truck mounted ULV application equipment available to provide great accountability in all phases of the application. All ULV vehicles will be equipped with GPS tracking units capable of delineating the spray routes of the vehicle. These units record at one (1) second intervals the date, time, latitude, longitude, and sprayer status (on or off). Detailed maps, graphically illustrating the application data, can be produced after each spray operation and provided to the City upon request. Our technology can also identify and mark all properties that have requested to be call notified and/or shutoff from any adulticide applications in their area.

**Application Accountability:** Our primary objective whenever we apply pesticides is to achieve the greatest possible level of mosquito reduction while minimizing pesticide use in as environmentally accountable manner as possible. This commitment can be evidenced by our investment in application technologies such as on-board mapping, monitoring systems, and droplet measuring equipment. Together, these instruments allow us to not only apply the proper amount of product in the proper treatment area, but they also allow us to monitor every aspect of the application event. Consequently, pesticide application is maximized in the target area and the risk to adjacent, non-target areas is greatly minimized.

VDCI utilizes a proprietary live-mapping display that provides unparalleled accuracy of ground ULV treatments. Our on-board, computer-based GPS mapping and tracking system can provide accurate ULV treatments within the designated spray blocks/areas.

Variable flow technology assures accurate insecticide application rates that will deliver the proper amount regardless of vehicle speed. Post treatment maps will contain the insecticide name, registration number, the total amount of product used in the treatment, and the dates and times of the treatment along with a delineation of the movements of the vehicle within the treatment area. This allows for unparalleled accuracy and accountability.

**Equipment and Capabilities:** With our large fleet of truck-mounted ground-based ULV adulticiding equipment, VDCI has the capacity to cover more than 1,250 linear miles of streets and roadways in ONE NIGHT. That equates to over 70 square miles or over 45,000 acres per night. VDCI has more than 12 spray units available on the Front Range of Colorado alone, with an additional 8 units on the western slope.

- **CDC Light Trap and/or Reiter Gravid Trap Surveillance**

Upon request, VDCI will operate additional CDC light traps and/or Reiter gravid traps for expanded adult mosquito and disease vector mosquito surveillance within the City of Fort Lupton.

Identification of the trapped mosquitoes will be performed the following day after the mosquitoes are returned to the lab. The trapped mosquitoes will be counted and identified to the following species; *Culex tarsalis*, *Culex pipiens*, *Aedes/Ochlerotatus* species.

Cost per trap/night: \$200.00

Cost includes all equipment, dry ice, vehicles, labor, shipping and reporting.

- **Ground-based Truck ULV Adulticide Application**

VDCI will undertake emergency ground-based truck ULV adulticide spraying in accordance with U.S. EPA, Colorado Dept. of Agriculture, and Colorado Dept. of Health and Environment regulations in the event of a declared public health state of emergency that exceeds the scope of the existing program. VDCI will, at the City's request, organize and coordinate all spraying operations for public health response.

Cost per linear spray route mile: \$85.00

Cost includes all equipment, vehicles, pesticide products, labor, and liability insurance.

- **Aerial ULV Adulticide Application via Fixed-Wing or Rotary-wing Aircraft**

VDCI has extensive experience with aerial mosquito control application and would oversee and direct such applications. All aerial adulticide applications would be performed by experienced and insured aerial applicators, licensed through the Colorado Department of Agriculture. This work would be done through Vector Disease Control International's sister company, Vector Disease Control International. Prices would be subject to the size of the designated spray area, application material selected, and current pricing.



## 6. Public Outreach & Education

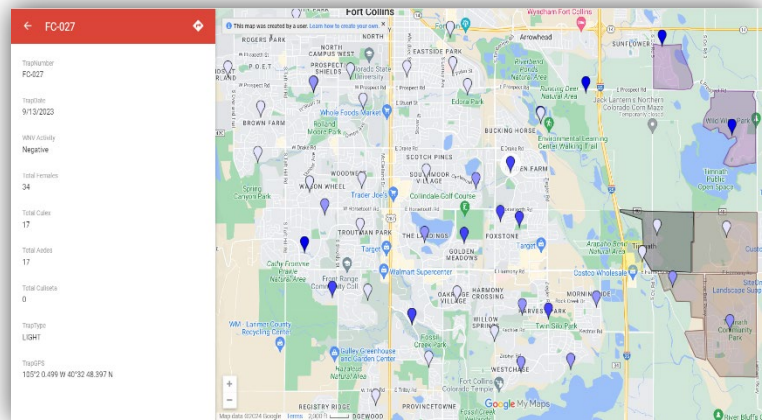
Since our inception in 1992, VDCI has believed in and demonstrated that a strong Public Outreach and Education Program is one of the keys to success in providing large-scale municipal mosquito control programs. Listening to citizen complaints and inquiries can aid in evaluating the effectiveness of a program. VDCI constantly looks for ways to better serve the communities we work with and appreciates citizen involvement in the betterment of the program. We have clearly demonstrated our commitment and belief in the strength of public outreach and education by proactively serving the City of Fort Lupton over the years with numerous innovative programs, activities and services as described below.

### VDCI Website

Our website, [www.vdci.net/colorado](http://www.vdci.net/colorado), is the leading website in the State of Colorado when it comes to providing up-to-date, factual, and comprehensive information on, and links to, mosquito biology and control, mosquito-borne diseases, pesticide toxicology information, and a wealth of topics relating to mosquitoes. VDCI will continue to maintain this website, including daily spray schedules of planned adulticide areas within the City of Fort Lupton.

Our website continues to serve as an integral part of the dissemination of operational data to citizens with little request for resources or time required by the City and its employees.

VDCI maintains and will continue to maintain website links to CDPHE (Colorado Dept. of Public Health & Environment), and NPIC (National Pesticide Information Center and CDC (US Centers for Disease Control).



### **MosquitoLine™**

VDCI will continue to maintain a toll-free telephone line at **(877) 276-4306** for customer service calls. We will accept calls from the public at any point concerning, but not limited to the following topics:

- Opting out of any adulticide spraying via a “shut-off list” which is updated annually, and as new requests are received from private property owners.
- Request an email notification when adulticide spraying is planned in and around their neighborhood.
- Report mosquito annoyance areas
- Report standing, stagnant water that may indicate the presence of larval sites or adult mosquito harborage.
- Request information about mosquito populations within the community.

- Request information on how to control and/or prevent mosquitoes on their property and mosquito-borne diseases such as WNV, WEE and SLE.
- Request health and safety information about mosquito control operations and pesticide products used in the City of Fort Lupton Mosquito Control Services Program.
- Request backyard inspections and information on inspection activity and larval production at sites of interest.

VDCI will maintain a log of calls received including date, name, address, type of call, response, resolution, and resolution date.

### **ImmediateResponse™**

VDCI introduced the concept of a 24-hour response/resolution time to all mosquito annoyance complaints in 1994 with our trademarked ImmediateResponse™ System. VDCI will continue to respond accordingly to all mosquito related complaints and will refer any service-related complaints to the City of Fort Lupton.

- VDCI will verify the validity of mosquito annoyance complaints by on-site inspection including adult mosquito trapping via nearby pre-determined trap locations or floater traps, as needed, or landing rate counts (10 females mosquitoes per 5 minute period = annoyance level) and/or larval dip surveillance in local breeding sites.
- VDCI will resolve all complaints, *whenever possible*, within 24 hours to the satisfaction and standard of the City of Fort Lupton.
- VDCI will provide education, either verbally or through printed materials to the complainant to promote self-management of local mosquito problems.

### **Call and Email Notification and Shutoff System**

VDCI will continue to maintain a comprehensive Call and Email Notification & Shutoff database and will notify residents on the list when conducting ULV adulticide applications near their property. All Shutoff locations are mapped in ArcGIS. Notification & Shutoff forms are available online and may be submitted via VDCI website, email or by mail. VDCI will mail renewal request forms each season and perform all updates of resident information as it is received.

### **Daily Posting of ULV Spray Zones**

Areas scheduled for ULV truck spraying will be posted by 3pm daily on VDCI's website: [www.vdci.net/colorado](http://www.vdci.net/colorado)

### **VDCI's Public Outreach Program & Education Resources**

- **Innovative Programs:** VDCI has worked with dozens of municipalities on numerous public events across the state since our inception to supply information and provide personalized educational programs about mosquitoes, mosquito-borne illness, and public health. We have also provided personnel, larval and adult mosquito specimens, equipment such as light traps and microscopes, signs, etc. to various groups in need of such educational



items. We have set-up booths at Fairs, Farmers' Markets and during West Nile Virus education outreach events in past years and will continue to do so for our customers.

- **Technology:** VDCI was one of the first mosquito control organizations in the United States to publish adult mosquito control spray schedules on the web. Additionally, our website [www.vdci.net/colorado](http://www.vdci.net/colorado) has been a leading source for up-to-date, factual and comprehensive information on, and links to, mosquito biology and control, mosquito-borne disease, pesticides, and many other issues relating to mosquitoes in the State of Colorado (and the US) for several years.

## **7. Reporting**

- I. VDCI will provide all maps, records, logs, complaints, correspondence, and reports to the City of Fort Lupton, where applicable and as requested by the City, in a common, easy to use, electronic/digital format or hard copy. All data listed above will be provided within 2 weeks of request, if not sooner.
- II. VDCI will provide the City of Fort Lupton Representatives with weekly trap counts, prior to close of business on Friday of each week (barring extenuating circumstances).
- III. VDCI will, upon request, submit monthly reports of operational efforts during the months of June-September by the end of the following month. Monthly reports will include, at a minimum:
  - Overall mosquito surveillance operations and breeding site activity
  - Larval control operations
  - Adult control operations
  - Weather summaries
- IV. VDCI will submit an annual report by November 30<sup>th</sup> of the current contract year. At minimum, the annual report will include:
  - Mosquito Control Objectives
  - West Nile Virus overview
  - Larval mosquito surveillance and control
  - Adult surveillance & laboratory results
  - Adult mosquito control data
  - Public relations and education activities
  - Summaries
  - Graphs, charts and data summaries
  - Weather summaries
  - Any other pertinent information

## VDCI's Reports and Record Keeping Resources

- **Personnel:** VDCI has dedicated office staff to handling all incoming telephone communications, computer data entry, website and notification updates, and report generation.
- **Equipment and Technology:** VDCI possesses a state-of-the-art server supported computer network with T-1 high-speed internet access, numerous computer workstations, printers, faxes, and scanners, all designed to support our proprietary database and ArcGIS software systems. At VDCI, we view technology as the key to continued effective, efficient, cost-beneficial and environmentally sound mosquito control for today and well into the future.

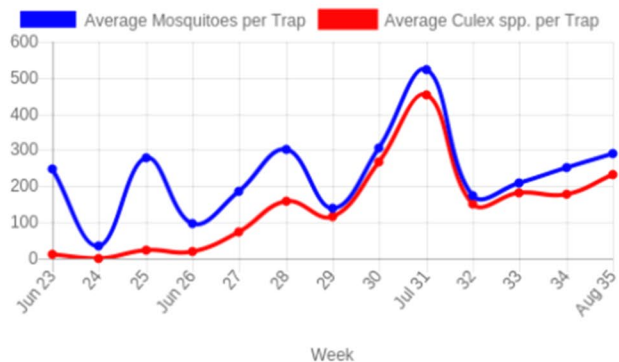
### 2024 Fort Lupton, CO Trap Composite Data

|                                       |         |
|---------------------------------------|---------|
| Total number of trap/nights set:      | 51      |
| Total number of mosquitoes collected: | 3,036.0 |
| Average mosquitoes per trap/night:    | 59.5    |
| Average Culex per trap/night:         | 36.5    |

#### Species collected and abundance:

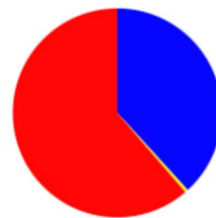
|                            |         |       |
|----------------------------|---------|-------|
| <i>Aedes dorsalis</i>      | 225.0   | 7.4%  |
| <i>Aedes increpitus</i>    | 4.0     | 0.1%  |
| <i>Aedes melanimon</i>     | 20.0    | 0.7%  |
| <i>Aedes trivittatus</i>   | 9.0     | 0.3%  |
| <i>Aedes vexans</i>        | 903.0   | 29.7% |
| <i>Anopheles freeborni</i> | 14.0    | 0.5%  |
| <i>Culex pipiens</i>       | 109.0   | 3.6%  |
| <i>Culex salinarius</i>    | 7.0     | 0.2%  |
| <i>Culex tarsalis</i>      | 1,745.0 | 57.5% |

#### Seasonality



#### Genus Proportions:

| Genus                     | Number | Percent of Total |
|---------------------------|--------|------------------|
| <i>Aedes/Ochlerotatus</i> | 1,161  | 38.2%            |
| <i>Anopheles</i>          | 14     | 0.5%             |
| <i>Culex</i>              | 1,861  | 61.3%            |
| <i>Culiseta</i>           | 0      | 0.0%             |
| Other                     | 0      | 0.0%             |



|        |                  |
|--------|------------------|
| Blue   | <i>Aedes-Oc</i>  |
| Yellow | <i>Anopheles</i> |
| Red    | <i>Culex</i>     |
| Orange | <i>Culiseta</i>  |
| Green  | Other            |

## SECTION III. VDCI Key Management and Personnel

Vector Disease Control International is a professional organization dedicated to providing comprehensive state-of-the-science large-scale mosquito control contracted services to municipalities and other organizations. VDCI's mosquito management programs are designed, implemented, and supervised by experienced, trained, and licensed personnel with decades of combined field mosquito control experience, including Board Certified Entomologists.

### **Nicholas Bates, Denver Office Contract Manager**

19 years of experience in municipal mosquito control operations and management.

Licensed: Qualified Supervisor - Colorado Department of Agriculture: Public Health 110

### **Anna E. Wanek, Surveillance Manager**

Eight years of experience with mosquito identification, behavior, ecology, and public education.

B.S. (2018) in Biology, Metropolitan State University of Denver.

Certified in advanced mosquito identification (2022) – Florida Medical Entomology Laboratory

Member: West Central Mosquito & Vector Control Association

Licensed: Qualified Supervisor – Colorado Department of Agriculture: Public Health 110

### **Michael J. “Doc” Weissmann, Ph.D., Chief Entomologist/Surveillance Manager**

Over 30 years of extensive experience with insect identification, behavior, and public education.

Faculty Affiliate in the Department of Bioagricultural Sciences and Pest Management at Colorado State University, Ft. Collins, Colorado

B.A. (1982) and M.A. (1986) in Biology, University of Colorado at Boulder

Ph.D. (1995) in Entomology, Colorado State University in Ft. Collins

Member: American Mosquito Control Association

West Central Mosquito & Vector Control Association

Licensed: Qualified Supervisor - Colorado Department of Agriculture: Public Health 110

### **Jason W. Williams, Western Regional Director**

Over 24 years of experience in mosquito control including nine years as Biologist at the City of Chesapeake Mosquito Control Commission in Chesapeake, VA, three years as an Entomologist performing malaria control internationally, and 11 years overseeing Regional Operations with VDCI.

B.S. in Biology (1998), Old Dominion University.

M.S. in Biological Oceanography (2000), Old Dominion University.

Member: Virginia Mosquito Control Association (2000-2010) - President (2006-2007)

Texas Mosquito Control Association (2009-Present)

American Mosquito Control Association (2001-Present)

Licensed: Qualified Supervisor - Colorado Department of Agriculture: Public Health 110

Certified Professional Applicator – Idaho Department of Agriculture: Public Health

Certified Commercial Applicator – Texas Department of Agriculture: Public Health

Certified Commercial Applicator – Wyoming Dept. of Ag.: Mosquito Control

Primary Principal Applicator – Nevada Department of Agriculture: Aquatics

### **Seasonal Staff:**

All VDCI seasonal employees are fully trained per Colorado Department of Agriculture regulations in all aspects of modern mosquito control operations, including mosquito biology, field inspection and surveillance techniques, safe handling and application of pesticides and public relations. VDCI will hire and train additional employees as required to fulfill our contractual obligations.



## **SECTION IV. References**

### **City of Fort Collins**

Mr. Matt Parker, Resources Management Supervisor  
1745 Hoffman Mill Road  
Fort Collins CO, 80524  
(970) 416-2433  
[MParker@fcgov.com](mailto:MParker@fcgov.com)

### **City & County of Broomfield, CO**

Lesa Julian, Environmental Services Superintendent  
2985 W. 124th Ave.  
Broomfield, CO 80020  
(303) 464-5641  
[ljulian@broomfield.org](mailto:ljulian@broomfield.org)

### **Town of Parker**

Mr. Tom Williams  
Director of Public Works and Engineering  
2012 East Mainstreet  
Parker, CO 80138  
(303) 840-9546  
[twilliams@ci.parker.co.us](mailto:twilliams@ci.parker.co.us)

### **Town of Windsor**

Mr. Kenneth Breneman  
Public Works Division Manager  
922 N 15th St.  
Windsor, CO 80550  
(970) 674-5400  
[kbreneman@windsorgov.com](mailto:kbreneman@windsorgov.com)

**Additional references will be provided upon request.**



## Addendum 1: Licensing



**COLORADO**  
Department of Agriculture  
Division of Plant Industry

305 Interlocken Parkway, Broomfield, CO 80021  
Tel: (303) 869-9066 Email: Commercialapplicator@state.co.us

**COMMERCIAL APPLICATOR  
CERTIFICATE OF LICENSE**

License Number: 17165

Effective Date: 01/01/2025

Date Issued: 10/29/2024

Good Through: 12/31/2025

VECTOR DISEASE CONTROL INTERNATIONAL

7230 W 118TH PL UNIT C  
BROOMFIELD, CO 80020

DBA: VDCI

This certificate is evidence that a license has been issued to the person(s) listed above to do business in the name(s) listed above under the provisions of the Pesticide Applicators' Act and may be revoked, suspended, or have other lawful discipline imposed for cause.

COMMISSIONER OF AGRICULTURE  
Kate Greenberg



**Certification  
and Licensing**

Digitally signed by  
Certification and Licensing  
Date: 2024.10.29 13:51:43  
-06'00'


**COLORADO**

Department of Agriculture

Division of Plant Industry

 305 Interlocken Parkway, Broomfield, CO 80021  
 Tel: (303) 869-9066 Email: commercialapplicator@state.co.us  
**COMMERCIAL APPLICATOR ENDORSEMENT**

 License Number: 17165  
 Date Issued: 10/29/2024

 Effective Date: 01/01/2025  
 Good Through: 12/31/2025

Mailing Address:

 VECTOR DISEASE CONTROL INTERNATIONAL  
 7230 W 118TH PL UNIT C  
 BROOMFIELD, CO 80020

Home/Records Address:

 7230 W 118TH PL UNIT C  
 BROOMFIELD, CO 80020

Doing-Business-As Name(s) (DBA)  
 VDCI

 Contact: Jason Williams  
 Insurance Expires: 10/01/2025

 Phone: (757) 449-0123  
 Aerial: Y

This endorsement is valid for the following categories ONLY:

 Agricultural: 110  
 Ornamental:  
 Structural:

**Qualified Supervisors**

| Lic. #                  | Last Name  | First Name  | MI | Lic. Expires |
|-------------------------|------------|-------------|----|--------------|
| 03047                   | KRUTHAAPT  | CHRISTOPHER | G  | 12/09/2026   |
| License Categories: 110 |            |             |    |              |
| 28843                   | SHEAFFER   | STEPHEN     | J  | 08/24/2026   |
| License Categories: 110 |            |             |    |              |
| 30352                   | BATES      | NICHOLAS    | W  | 03/05/2027   |
| License Categories: 110 |            |             |    |              |
| 31932                   | WEISSMANN  | MICHAEL     |    | 02/24/2025   |
| License Categories: 110 |            |             |    |              |
| 32133                   | RODOSEVICH | NETTO       | C  | 01/07/2028   |
| License Categories: 110 |            |             |    |              |
| 33220                   | SCHLATMANN | WILLIAM     |    | 03/25/2026   |
| License Categories: 110 |            |             |    |              |
| 33267                   | RENFRO     | KELSEY      |    | 11/26/2025   |
| License Categories: 110 |            |             |    |              |
| 41111                   | WANEK      | ANNA        |    | 04/25/2025   |
| License Categories: 110 |            |             |    |              |
| 41168                   | WILLIAMS   | JASON       | W  | 08/27/2025   |
| License Categories: 110 |            |             |    |              |
| 43149                   | FURLONG    | DOUGLAS     | S  | 12/26/2026   |
| License Categories: 110 |            |             |    |              |

**Certified Operators**

| Lic. #                      | Last Name  | First Name | MI | Lic. Expires |
|-----------------------------|------------|------------|----|--------------|
| 35005                       | BRAILSFORD | DAVID      | B  | 12/31/2025   |
| License Categories: 110 111 |            |            |    |              |
| 39193                       | EDWARDS    | TYLER      | D  | 12/31/2025   |
| License Categories: 110     |            |            |    |              |

## 2025-2027 Contractual Service Cost Agreement

### For the City of Fort Lupton 2025-2027 seasons only;

Service costs include all labor, insecticides, vehicles and equipment, administrative support and overhead expenses. **Service Cost for 2025: \$21,112,49, 2026: \$21,745.86, 2027: \$22,398.24**

**THREE YEAR CONTRACT:** This Integrated Mosquito Management Services Proposal is offered for a three-year period, 2025-2027 with a 2% price increase for the 2025 season, and a 3% annual increase through the remainder of the contract (2025, 2026). *The yearly continuation of this project is subject to the appropriation of funds by the City of Fort Lupton on an annual basis for this purpose.* Signing and returning the attached copy of the contractual agreement will authorize VECTOR DISEASE CONTROL INTERNATIONAL, LLC. to perform the service items contained in the Proposal, within the stipulated limits, for a period of three years, 2025 through 2027 seasons. These prices are complete and fully earned. Billing will be in 4 equal monthly installments (June - September). If new areas are to be covered they will be added at the current unit rate.

For acceptance of this Integrated Mosquito Management Services Proposal for a period of THREE YEARS (2025-2027), Sign Here:

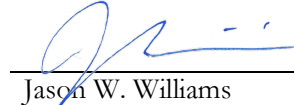
Name (X) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**ONE YEAR CONTRACT:** Signing and returning the attached copy of the contractual agreement will authorize VECTOR DISEASE CONTROL INTERNATIONAL, LLC. to perform the service items contained in the Proposal, within the stipulated limits, for the 2025 season only. These prices are complete and fully earned. Billing will be in 4 equal monthly installments (June - September).

For acceptance of this Integrated Mosquito Management Services Proposal for ONE YEAR, the 2025 season only, sign here:

Name (X) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

For Vector Disease Control International, LLC.

Name  Title Regional Director Date 11/4/2024  
Jason W. Williams

Invoices should be sent to:

Name \_\_\_\_\_ Title \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Email \_\_\_\_\_