



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, March 4, 2025
6:00 PM
130 South McKinley Avenue

Zo Hubbard, Mayor
Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3
David Crespino, 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. March 4, 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. February 18, 2025 City Council Meeting Minutes

b. Second Reading Ordinance 2025-1184 Amending Portions of Chapter 16 – Development Code

c. AM 2025-033 Approving the School Resource Officer Memorandum of Understanding Addendum

d. AM 2025-034 Approving a Resolution Updating the Open Records Policy and Procedures and Increasing the Fee to \$41.37 for Search, Retrieval and Review of Responsive Records After the First Hour

e. AM 2025-039 Ratifying the City Administrator's Signature on a Purchase Contract with Schomp Automotive and Approving the Purchase of a 15-Passenger Van for the Community Center in the Amount of \$67,018.00, Allocated from the Community Center Fund Capital Expenditures

f. AM 2025-035 Approving Payment for Victim Advocacy Services through the City of Brighton in the Amount of \$60,516.69 for Calendar Year 2025, Allocated from the Police Department Contractual Services Fund

g. AM 2025-041 Accepting a Bid Proposal from StudioCKA. to Provide Owner Advisory Services for the City of Fort Lupton City Hall Building Project for an Amount not to Exceed \$49,980.00, Allocated from the City Hall Project Budget

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 2025-038 A Resolution Approving a Request for a Special Use Permit by Western Midstream for a Buried Gathering Pipeline

Action Memorandum

- a. AM 2025-037 Award Change Order #2 to Contract with Thalle Construction Co, Inc. for an Amount Not to Exceed \$272,308.14 for the METRO Connection Force Main & Lift Station Project from the Utility Fund
- b. AM 2025-036 Accepting a Bid Proposal from Kumar & Associates to Provide for Construction Observation and Materials Testing Services for the City of Fort Lupton City Hall Building Project for an Amount Not to Exceed \$64,019.00, Allocated from City Hall Project Budget
- c. AM 2025-040 Approving a Resolution Accepting a Final Plat and PUD Plan, Known as the Murata Farms Paired Homes Final Plat and PUD Plan, Filing No. 3

Information Memorandum

- a. IM 2025-004 Ratifying the City Administrator's Signature on the Click-it or Ticket FY25 Grant Application Allocating Funds for Proactive Safety Enforcement and Authorizing Acceptance of the Grant

Staff Reports

Mayor/Council Reports

Future City Events

- a. March 5, 2025 Coffee with a Cop, Fort Lupton Recreation Center, 8 a.m. - 9 a.m.
- March 27, 2025 Taste of Fort Lupton, Fort Lupton High School Commons, 5 p.m. - 7 p.m.
- April 10, 2025 Curbside Spring Clean-Up Day (For Seniors and/or Disabled Residents)
- April 12, 2025 Easter Egg Hunt, Community Park, 203 S. Harrison Ave., 9 a.m.
- April 12, 2025 Spring Clean-Up Day, 800 12th St. 8 a.m. - 12 p.m.
- April 16, 2025 Annual Spaghetti Dinner, Recreation Center, 203 S. Harrison Ave., 5 p.m. - 6 p.m.
- April 21 - 25, 2025 Hillside Cemetery Annual Clean-up Days
- April 23-26, 2025 Fields of Honor, Pearson Park

Upcoming Meetings

- a. March 11, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- March 18, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- March 25, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- April 1, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 02/19/2025 - 03/04/2025

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: Pooled Cash-Pooled Cash							
002254	ADIDAS AMERICA INC		02/25/2025	Regular	0.00	516.60	104200
6162778215	Invoice	02/07/2025	GF-UNIFORMS-PW SHOP		0.00	310.50	
6162800344	Invoice	02/11/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	123.30	
6162819108	Invoice	02/14/2025	GF-UNIFORMS-PW SHOP		0.00	82.80	
000040	AFLAC		02/25/2025	Regular	0.00	2,530.20	104201
040258	Invoice	02/01/2025	GF-SUPPLEMENTAL INS FOR FEBRUARY 20...		0.00	2,530.20	
000108	AUSMUS LAW FIRM PC		02/25/2025	Regular	0.00	1,200.00	104202
9273	Invoice	02/04/2025	GF-PROSECUTION SERVICES FOR FEB 2025...		0.00	1,200.00	
000239	CITY OF FORT LUPTON		02/25/2025	Regular	0.00	400.00	104203
021125	Invoice	02/11/2025	GOLF-CITY LIQUOR LICENSE-PRO SHOP		0.00	400.00	
002651	COLORADO COMMUNITY MEDIA		02/25/2025	Regular	0.00	397.40	104204
129344	Invoice	02/07/2025	GF-LEGAL NOTICES-CITY CL		0.00	48.44	
129850	Invoice	02/14/2025	GF-LEGAL/PUBLIC NOTICES-CITY CL		0.00	348.96	
000307	COMCAST CABLE COMM, LLC		02/25/2025	Regular	0.00	212.89	104205
0120790 FEB25	Invoice	02/06/2025	GOLF-FEBRUARY 2025 INTERNET SERVICE-...		0.00	212.89	
003762	ERIC GOLDEN		02/25/2025	Regular	0.00	1,000.00	104206
011025	Invoice	01/10/2025	CPR-BANK 1, JULY 4TH EXPENDITURE DEP...		0.00	1,000.00	
003631	EVERON, LLC		02/25/2025	Regular	0.00	164.37	104207
50576495 MARC...	Invoice	02/02/2025	GF/REC-SECURITY MONITORING-REC CEN...		0.00	164.37	
003687	EXTREME CARE LLC		02/25/2025	Regular	0.00	342.50	104208
34155	Invoice	02/15/2025	REC-INSTALL A & PREVENTIVE MAINT-REC...		0.00	342.50	
000513	G & G EQUIPMENT		02/25/2025	Regular	0.00	137.70	104209
157241	Invoice	02/12/2025	GF-FUEL PUMP-PARKS		0.00	137.70	
002696	GRAVES CONSULTING, LLC		02/25/2025	Regular	0.00	1,400.00	104210
20250201	Invoice	02/01/2025	GF-CONSULTING SERVICES-HR		0.00	1,400.00	
003602	HYDROPLUS		02/25/2025	Regular	0.00	435.00	104211
3-252372-1	Invoice	02/17/2025	GOLF-KITCHEN EXHAUST CLEANING-PRO ...		0.00	435.00	
001851	IMA, INC		02/25/2025	Regular	0.00	7,559.00	104212
440005	Invoice	02/07/2025	GF-RENEWAL BOILER AND MACHINERY-MI...		0.00	7,559.00	
003742	JOHN VARGAS		02/25/2025	Regular	0.00	136.13	104213
2007643.001	Invoice	02/13/2025	REC-MEMBERSHIP REFUND-REC CENTER		0.00	136.13	
002977	JOSEPH ELLIOTT USA LLC		02/25/2025	Regular	0.00	262.89	104214
30278	Invoice	01/22/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	262.89	
003577	JR ENGINEERING LLC		02/25/2025	Regular	0.00	50.00	104215
86083	Invoice	01/31/2025	GF-ENGINEERING SERVICE-ENG		0.00	50.00	
003763	MIGHTY FINE PRODUCTIONS LLC		02/25/2025	Regular	0.00	1,867.50	104216
8887	Invoice	02/07/2025	CPR-DEPOSIT FOR JULY 4TH EVENT-		0.00	1,867.50	
003197	MONTY LEE STEPHEN		02/25/2025	Regular	0.00	711.57	104217
021925	Invoice	02/19/2025	GOLF-REIMB FOR SUPPLIES/MAT FOR STO...		0.00	711.57	
000865	OFFICE DEPOT		02/25/2025	Regular	0.00	193.48	104218
407203628001	Invoice	01/30/2025	GF-STARFRIT-ADMIN		0.00	15.39	

Council Check Report

Date Range: 02/19/2025 - 03/04/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
407205055001	Invoice	01/31/2025	GF-LYSOL, LYSOL WIPES-ADMIN	0.00	45.30	
409451873001	Invoice	02/03/2025	GOLF-THERMAL ROLL, THERMAL POUCH-...	0.00	30.52	
409452170001	Invoice	02/01/2025	GOLF-BALLPOINT PENS-PRO SHOP	0.00	32.79	
409813022001	Invoice	02/05/2025	GOLF-LABELS-PRO SHOP	0.00	69.48	
003044	PEAK FORM, LLC	02/25/2025	Regular	0.00	701.00	104219
5130K25213	Invoice	02/01/2025	GF-NON DOT/PRE EMPLOYMENT TESTING-	0.00	701.00	
002493	QUADIENT LEASING USA INC	02/25/2025	Regular	0.00	380.46	104220
Q1733053	Invoice	02/11/2025	GF-QUARTERLY LEASE MAR 15-JUNE 14, 2...	0.00	380.46	
002981	RED WING BUSINESS ADVANTAGE ACCOUNT	02/25/2025	Regular	0.00	400.00	104221
20250210107584	Invoice	02/10/2025	GF-UNIFORMS-PW SHOP	0.00	400.00	
003155	SHIRTS BY CHA LLC	02/25/2025	Regular	0.00	160.00	104222
2947	Invoice	02/03/2025	CPR-EASTER EGG HUNT BANNERS-	0.00	160.00	
001040	STERICYCLE	02/25/2025	Regular	0.00	100.00	104223
8009811991	Invoice	01/31/2025	GF-SHRED BIN SERVICE AT CITY HALL-ADM...	0.00	30.00	
8009856591	Invoice	02/10/2025	GF-SHRED BINS SERVICE @ PLANNING--A...	0.00	70.00	
001064	TAYLORMADE GOLF COMPANY INC	02/25/2025	Regular	0.00	931.50	104224
36070165	Invoice	12/31/2024	GOLF-MERCHANIDSE-PRO SHOP	0.00	347.70	
36077514	Invoice	12/31/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	216.60	
37047250	Invoice	12/31/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	367.20	
001135	UNION PACIFIC RAILROAD CO	02/25/2025	Regular	0.00	2,223.00	104225
90143480	Invoice	02/19/2025	SST - Prelim Design CR12 Crossing - Streets	0.00	2,223.00	
001137	UNITED POWER	02/25/2025	Regular	0.00	189.42	104226
10213507 JAN25	Invoice	02/14/2025	GF-ELECTRIC SERVICE FOR JANUARY 2025-...	0.00	189.42	
003647	SCHOMP FORD	02/25/2025	Regular	0.00	67,018.00	104227
022425	Invoice	02/25/2025	CPR-2024 Ford Transit Passenger Van-Co...	0.00	67,018.00	
000044	AGFINITY INC	03/04/2025	Regular	0.00	234.89	104228
I83147	Invoice	02/21/2025	GOLF-UNLEADED GASOHOL-MAINT	0.00	234.89	
000090	ANTHONY GOMEZ	03/04/2025	Regular	0.00	174.00	104229
14-LMT-POS-06	Invoice	02/22/2025	GF-REIMBURSE FOR UNIFORM PANTS-PW ...	0.00	174.00	
003767	AQUATIC EXERCISE ASSOCIATION	03/04/2025	Regular	0.00	249.00	104230
2025020501	Invoice	02/05/2025	REC-PREP & EXAM FOR AQUATICS CERTIFI...	0.00	249.00	
003766	BIG WILLY MEAT COMPANY	03/04/2025	Regular	0.00	89.60	104231
000388	Invoice	02/18/2025	GOLF-PRE PACKAGED FOODS-PRO SHOP	0.00	89.60	
000247	CLIFTONLARSONALLEN LLP	03/04/2025	Regular	0.00	21,000.00	104232
L251086137	Invoice	02/25/2025	GF-2024 Audit Service-Finance	0.00	21,000.00	
000267	COLONIAL LIFE	03/04/2025	Regular	0.00	105.96	104233
78168200301838	Invoice	03/01/2025	GF-SUPP INS FOR MARCH 2025-HR	0.00	105.96	
002968	COLORADO DEPARTMENT OF REVENUE	03/04/2025	Regular	0.00	274.86	104234
CM0000043-1	Invoice	07/26/2024	GF-REVERSE GARNISHMENT CK FOR D. LEF...	0.00	274.86	
000307	COMCAST CABLE COMM, LLC	03/04/2025	Regular	0.00	467.87	104235
0164533 MARCH...	Invoice	03/01/2025	GF-INTERNET/PHONE SERVICE FOR MARC...	0.00	220.02	
0215335 FEB25	Invoice	02/01/2025	GF-INTERNET SERVICE FEB 2025 (VET OFF...	0.00	247.85	
001517	CORE&MAIN LP	03/04/2025	Regular	0.00	766.12	104236
W364716	Invoice	01/30/2025	UF-WATER BREAK PARTS-W LINES	0.00	700.12	
W38346	Invoice	01/03/2025	UF-CURB ATTACHMENTS-W LINES	0.00	66.00	
001401	DIVISION OF OIL & PUBLIC SAFETY	03/04/2025	Regular	0.00	30.00	104237

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I-0042415	Invoice	02/24/2025	REC-CP10-001581 ELEVATOR INSPECTION...	0.00	30.00	
003664	DK SOLUTIONS LLC	03/04/2025	Regular	0.00	1,628.59	104238
1201-3037B	Invoice	02/17/2025	UF-REPAIRS, LABOR, TRAVEL TIME-W LINES	0.00	1,628.59	
000436	ENVIROTECH SERVICES, INC	03/04/2025	Regular	0.00	3,659.20	104239
CD202508379	Invoice	02/19/2025	GF-ICE SLICER-STREETS	0.00	3,659.20	
003687	EXTREME CARE LLC	03/04/2025	Regular	0.00	302.50	104240
34167	Invoice	02/20/2025	REC-REPLACED CABLE & CHECKED ON TRE...	0.00	302.50	
002011	FRONT RANGE LUMBER COMPANY	03/04/2025	Regular	0.00	364.56	104241
43656/2	Invoice	02/14/2025	UF-CONCRETE MIX-W LINES	0.00	364.56	
002851	GHA TECHNOLOGIES	03/04/2025	Regular	0.00	3,070.15	104242
101157807-CM2	Credit Memo	12/31/2021	GF-DELL MEMORY UPGRADE-IT	0.00	-805.00	
11460579	Invoice	02/18/2025	Ubiquiti 48 Port PoE Switches	0.00	3,875.15	
001851	IMA, INC	03/04/2025	Regular	0.00	12,334.00	104243
447050	Invoice	02/24/2025	IMA Invoice_2025 Cyber Policy Renewal	0.00	12,334.00	
003187	JOE JOHNSON EQUIPMENT LLC	03/04/2025	Regular	0.00	2,099.60	104244
P03067	Invoice	02/03/2025	GF-MAIN BROOM. 5 SEG BROOMS-STREETS	0.00	1,556.09	
P03073	Invoice	02/05/2025	GF-5 SEG BROOM-STREETS	0.00	543.51	
003216	KIMS INVESTMENTS, INC	03/04/2025	Regular	0.00	64,273.56	104245
022125	Invoice	02/21/2025	GF-Annual Lease 1200 Dexter #12-13-Misc	0.00	64,273.56	
002909	MIKAYLA NORBY	03/04/2025	Regular	0.00	1,458.00	104246
022125	Invoice	02/21/2025	REC-POOL MURAL-REC CENTER	0.00	1,458.00	
002782	MOUNTAIN WEST PRODUCTION GROUP	03/04/2025	Regular	0.00	1,813.50	104247
102224	Invoice	02/20/2025	CPR-STAGE RENTAL/SET UP FOR FIELD OF ...	0.00	1,813.50	
002446	NATIONAL TRENCH SAFETY	03/04/2025	Regular	0.00	1,517.89	104248
996708	Invoice	01/30/2025	UF-EQUIPMENT RENTAL-W LINES	0.00	1,517.89	
003430	O'CONNOR, INC.	03/04/2025	Regular	0.00	880.46	104249
85550	Invoice	02/17/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	880.46	
002738	ORIGINAL WATERMEN INC	03/04/2025	Regular	0.00	196.35	104250
94592	Invoice	02/18/2025	REC-AQUATICS STAFF UNIFORMS-REC CEN...	0.00	196.35	
003545	POINT AND PAY, LLC	03/04/2025	Regular	0.00	100.00	104251
021225	Invoice	12/31/2024	GF-DECEMBER 2024 MONTHLY FEE-PLANN...	0.00	50.00	
022125	Invoice	01/01/2025	GF-JANUARY 2025 MONTHLY USAGE FEE-...	0.00	50.00	
001497	QUICK SET AUTO GLASS	03/04/2025	Regular	0.00	345.00	104252
422942	Invoice	02/06/2025	GF-BACK WINDOW REPLACED ON FORD F...	0.00	345.00	
003765	RED ROCKS COMMUNITY COLLEGE	03/04/2025	Regular	0.00	9,409.10	104253
FALL 2024	Invoice	12/31/2024	GF-EDUCATION ASSISTANCE FOR D. TRUJI...	0.00	9,409.10	
001035	STANDARD INSURANCE CO.	03/04/2025	Regular	0.00	5,906.02	104254
00 759761 0001...	Invoice	03/01/2025	LI, AD&D, LTD, STD Ins Prem	0.00	5,906.02	
002967	SYNERGETIC STAFFING LLC	03/04/2025	Regular	0.00	1,115.39	104255
21012014	Invoice	02/24/2025	GF-UB TEMP-FINANCE	0.00	1,115.39	
001105	TOSHIBA FINANCIAL SERVICES	03/04/2025	Regular	0.00	2,983.81	104256
549412906	Invoice	02/18/2025	GF-GOLF LEASE FOR MARCH 2025-PRO SH...	0.00	283.52	
549566248	Invoice	03/01/2025	Copier Lease	0.00	2,700.29	
003398	UNIVERSITY AUTO PARTS	03/04/2025	Regular	0.00	463.73	104257
223598	Invoice	01/31/2025	UF-PARTS FOR 2015 GMC HD DURAMAX-...	0.00	81.97	
223850	Invoice	02/03/2025	UF-DIESEL EXHAUST FLUID FOR 2015 GMC...	0.00	227.04	

Council Check Report

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
223976	Invoice	02/04/2025	UF-DIESEL EXHAUST FLUID FOR GMC SIER...	0.00	108.71	
225493	Invoice	02/19/2025	GF-REAR DISC BRAKE-ENG	0.00	46.01	
001147	USA BLUE BOOK	03/04/2025	Regular	0.00	466.78	104258
INV00614539	Invoice	02/05/2025	UF/SF-INVERTED PAINT-	0.00	466.78	
001149	UTILITY NOTIFICATION CENTER	03/04/2025	Regular	0.00	352.57	104259
225010580	Invoice	01/31/2025	SF-4TH BILLING TIER ANNUAL ASSESSMEN...	0.00	352.57	
001224	XCEL ENERGY-GAS	03/04/2025	Regular	0.00	676.86	104260
915664836	Invoice	02/01/2025	GOLF-FEBRUARY 2025 GAS SERVICE-PRO ...	0.00	676.86	
002851	GHA TECHNOLOGIES	03/04/2025	Regular	0.00	3,875.15	104262
11460579	Invoice	02/18/2025	Ubiquiti 48 Port PoE Switches	0.00	3,875.15	
001147	USA BLUE BOOK	03/04/2025	Regular	0.00	486.78	104263
INV00614539-1	Invoice	02/27/2025	UF/SF-INVERTED PAINT	0.00	486.78	
002841	AIRBOUND	02/25/2025	EFT	0.00	6,927.50	9002053
EVENT ID#247910	Invoice	02/17/2025	CPR-DEPOSIT FOR JULY 4TH EVENT RIDES-	0.00	6,927.50	
001820	BADGER METER	02/25/2025	EFT	0.00	19,776.78	9002054
1712940	Invoice	02/13/2025	UF- WATER METER REPLACEMENT-WLINES	0.00	19,776.78	
003524	BEST CLEANER DISPOSAL	02/25/2025	EFT	0.00	681.00	9002055
17987	Invoice	03/01/2025	GF-MARCH 2025 TRASH SERVICE-FAC	0.00	135.00	
17988	Invoice	03/01/2025	CPR-TRASH SERVICE FOR MARCH 2025-C...	0.00	85.00	
17989	Invoice	03/01/2025	GF-TRASH SERVICE FOR MARCH 2025-PW ...	0.00	129.00	
17991	Invoice	03/01/2025	CEM-TRASH SERVICE FOR MARCH 2025-C...	0.00	72.00	
17993	Invoice	03/01/2025	GF-TRASH SERVICE FOR MARCH 2025 (VET...	0.00	40.00	
17994	Invoice	03/01/2025	GF-TRASH SERVICE FOR MARCH 2025-PAR...	0.00	85.00	
17995	Invoice	03/01/2025	GOLF-TRASH SERVICE FOR MARCH 2025-...	0.00	135.00	
000216	CHAMBER OF COMMERCE	02/25/2025	EFT	0.00	500.00	9002056
021425	Invoice	02/14/2025	GF-ANNUAL MEMBERSHIP-LEGIS	0.00	500.00	
000698	L.G. EVERIST, INC	02/25/2025	EFT	0.00	162.25	9002057
724944	Invoice	02/13/2025	UF-SQUEEGEE-NONPOT	0.00	162.25	
000783	MEANDERING WITH MARY	02/25/2025	EFT	0.00	175.00	9002058
021425	Invoice	02/14/2025	CPR-FEBRUARY 2025 CASINO TRIP-SENIORS	0.00	175.00	
000862	O'REILLY AUTO PARTS	02/25/2025	EFT	0.00	159.20	9002059
4489-198728	Invoice	02/10/2025	GF-OIL, AIR FILTERS, OIL-PW SHOP	0.00	81.13	
4489-198986	Invoice	02/11/2025	GF-BRAKE PADS-PW SHOP	0.00	59.29	
4489-199120	Invoice	02/12/2025	GF-FUEL FILTERS-PARKS	0.00	18.78	
003160	UNITEDHEALTHCARE INSURANCE COMPANY	02/25/2025	EFT	0.00	115,175.18	9002060
259030177230	Invoice	03/01/2025	GF-HEALTH INS FOR MARCH 2025-HR	0.00	115,175.18	
000024	ACE HARDWARE OF FORT LUPTON	03/04/2025	EFT	0.00	174.37	9002061
107208/1	Invoice	02/11/2025	GOLF-PARTS, SUPPLIES-MAINT	0.00	93.05	
107303/1	Invoice	02/19/2025	GOLF-SPARK PLUGS, ADAPTER SOCKET, SU...	0.00	35.34	
107349/1	Invoice	02/24/2025	GOLF-ACE IMPACT GLOVE-MAINT	0.00	45.98	
003355	ADOLFSON & PETERSON CONSTRUCTION	03/04/2025	EFT	0.00	80,536.19	9002062
11-1	Invoice	12/31/2024	COM CENTER PARK RENO	0.00	80,536.19	
002835	BRANDING BY BRE	03/04/2025	EFT	0.00	3,500.00	9002063
1319	Invoice	03/01/2025	GF-SOCIAL MEDIA MNGMT MARCH 2025-C...	0.00	3,500.00	
002853	BUCKEYE CLEANING CENTER	03/04/2025	EFT	0.00	3,556.76	9002064
90652266	Invoice	02/25/2025	GF-JANITORIAL SUPPLIES-FAC	0.00	413.36	
90652268	Invoice	02/25/2025	REC-JANITORIAL SUPPLIES-REC CENTER	0.00	3,143.40	
000361	DBC IRRIGATION SUPPLY	03/04/2025	EFT	0.00	212.07	9002065

Council Check Report

Date Range: 02/19/2025 - 03/04/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
55771936.001	Invoice	02/11/2025	GF-IRRIGATION SUPPLIES-MAINT	0.00	182.44	
55771936.002	Invoice	02/13/2025	GOLF-IRRIGATION SUPPLIES-MAINT	0.00	29.63	
003609	GENERATOR SOURCE LLC	03/04/2025	EFT	0.00	22,821.98	9002066
INV101930	Invoice	12/31/2024	Pot Pump Station Transfer Switch Replace	0.00	22,821.98	
003260	KING SURVEYORS, LLC	03/04/2025	EFT	0.00	1,313.00	9002067
422513	Invoice	02/25/2025	Surveying	0.00	1,313.00	
003486	LONGVIEW HEATING & AIR	03/04/2025	EFT	0.00	11,082.00	9002068
252198	Invoice	01/13/2025	UF-REPAIRS, REPLACED VENTER MOTOR, ...	0.00	2,900.00	
252199-1	Invoice	01/13/2025	UF-REPAIRS TO WWTP-WTP	0.00	3,982.00	
252207	Invoice	01/18/2025	UF-RPLACED ELETRICAL ROOM HEATER-W...	0.00	4,200.00	
000869	OPERATIONS MANAGEMENT INT	03/04/2025	EFT	0.00	146,600.09	9002069
351230-26-03	Invoice	03/01/2025	OMI Monthly Allocations	0.00	146,600.09	
000862	O'REILLY AUTO PARTS	03/04/2025	EFT	0.00	1,412.29	9002070
4489-196758	Invoice	01/31/2025	GF/UF-GLASS CLEANER, MOTOR OIL, SUPP...	0.00	358.59	
4489-196761	Invoice	01/31/2025	GF-CLASS-PW SHOP	0.00	95.00	
4489-196763	Invoice	01/31/2025	UF-CABIN, AIR AND OIL FILTERS, MOTORO...	0.00	339.09	
4489-198082	Invoice	02/07/2025	GF-BRAKE PADS-STREETS	0.00	67.18	
4489-198108	Invoice	02/07/2025	GF-BRAKE ROTOR-STREETS	0.00	223.00	
4489-199290	Invoice	02/13/2025	SF-NITRILE GLOVES-S LINES	0.00	25.64	
4489-200322	Invoice	02/19/2025	GF-AIR HOSE, ENGINE CLEANER-MAINT	0.00	85.67	
4489-200432	Invoice	02/19/2025	GF-WD40-PARKS	0.00	19.98	
4489-200474	Invoice	02/19/2025	GF/UF/SF-H-TMP GREASE FOR FLEET & E...	0.00	176.94	
4489-200697	Invoice	02/20/2025	GF-VPOWER PLUG-PARKS	0.00	21.20	
000931	R & L TIRES	03/04/2025	EFT	0.00	75.00	9002071
56233	Invoice	02/04/2025	GF-TIRE DISPOSAL-LEGIS	0.00	75.00	
000999	SHAMROCK FOODS COMPANY	03/04/2025	EFT	0.00	40.45	9002072
33028111	Invoice	02/20/2025	GOLF-SKITTLES CANDY-PRO SHOP	0.00	40.45	
001101	TODD HODGES DESIGN, LLC	03/04/2025	EFT	0.00	11,293.10	9002073
3665	Invoice	02/24/2025	GF-PLANNING SERVICES FOR FEBRUARY 10...	0.00	11,293.10	
001153	VALLEY FIRE EXTINGUISHER	03/04/2025	EFT	0.00	228.00	9002074
164902	Invoice	12/31/2024	CPR-HOOD SYSTEM INSPECTION-COM CE...	0.00	228.00	
002158	WW BACKHOE & DOZER SERVICES INC	03/04/2025	EFT	0.00	1,925.00	9002075
27900	Invoice	02/18/2025	SST-2025 ON CALL GRADING SERVICES-SST	0.00	1,925.00	
000119	BANK OF COLORADO	02/21/2025	Bank Draft	0.00	7,755.27	DFT0002546
INV0001716	Invoice	02/21/2025	HSA DISTRIBUTION	0.00	7,755.27	
000119	BANK OF COLORADO	02/21/2025	Bank Draft	0.00	1,139.99	DFT0002547
INV0001717	Invoice	02/21/2025	HSA DISTRIBUTION	0.00	1,139.99	
001416	VALIC_1	02/21/2025	Bank Draft	0.00	52,385.38	DFT0002548
INV0001718	Invoice	02/21/2025	VALIC - 457(b) \$ Contributions	0.00	52,385.38	
001265	IRS	02/21/2025	Bank Draft	0.00	89,048.64	DFT0002549
INV0001719	Invoice	02/21/2025	Federal Withholding	0.00	89,048.64	
001418	CO DEPARTMENT OF REVENUE	02/21/2025	Bank Draft	0.00	15,077.00	DFT0002550
INV0001720	Invoice	02/21/2025	CO Withholding	0.00	15,077.00	
001265	IRS	02/20/2025	Bank Draft	0.00	21.14	DFT0002551

Council Check Report

Date Range: 02/19/2025 - 03/04/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0001721	Invoice	02/20/2025	Federal Withholding	0.00	21.14	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	82	63	0.00	234,792.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	6	6	0.00	165,427.42
EFT's	46	23	0.00	428,327.21
	134	92	0.00	828,547.09

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	82	63	0.00	234,792.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	6	6	0.00	165,427.42
EFT's	46	23	0.00	428,327.21
	134	92	0.00	828,547.09

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	2/2025	400,604.94
999	POOLED CASH/CONSOLIDATED CASH	3/2025	427,942.15
			828,547.09

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 18, 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, February 18, 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, Bruce Fitzgerald, David Crespín, Valerie Blackston, Chris Ceretto, Claud Hanes, and Michael Sanchez.

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

PROCLAMATION

Mayor Hubbard read the 2025 Arbor Day Proclamation and proclaimed April 25, 2025 as Arbor Day in the City of Fort Lupton.

PERSONS TO ADDRESS COUNCIL

There was no one to address the Mayor or Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the February 18, 2025, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by Bruce Fitzgerald and seconded by ... to approve the Consent Agenda as presented with the following items:

- February 4, 2025 City Council Meeting Minutes
- Second Reading Ordinance 2025-1182 ACCEPTING THE RIGHT OF WAY DEDICATION FROM MOHAMMAD BESHARAT FOR 12.5 FEET OF COUNTY ROAD 16
- Second Reading Ordinance 2025-1183 RIGHT OF WAY DEDICATION OF A 55-FOOT

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 18, 2025**

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

- Approving the Annual Payment to Weld County Communications for the Dispatch Service Agreement in the Amount of \$98,297.00 Allocated from the PD Dispatch Contractual Services Budget (AM 2025-028)
- Approving Resolution 2025R015 ESTABLISHING THE PLANNING ADVISORY COMMITTEE TO WORK ON UPDATING THE COMPREHENSIVE PLAN ADOPTED IN 2018 (AM 2025-030)
- Approving Resolution 2025R016 RATIFYING THE MAYOR'S APPOINTMENT OF KARINA GONZALEZ TO THE PLANNING COMMISSION AS A REGULAR MEMBER FOR A THREE-YEAR TERM BEGINNING FEBRUARY 18, 2025, AND ENDING FEBRUARY 18, 2028 (AM 2025-031)
- Approving Resolution 2025R017 RATIFYING THE MAYOR'S APPOINTMENT OF ASHLEY GREENE TO THE PLANNING COMMISSION AS AN ALTERNATE MEMBER FOR A THREE-YEAR TERM BEGINNING FEBRUARY 18, 2025, AND ENDING FEBRUARY 18, 2028 (AM 2025-032)

Motion passed unanimously on roll call vote.

PUBLIC HEARING

AM 2025-027 Approving a Resolution to Increase the Sewer Reg85 Fee and Create a Commercial Water Base Fee Based on Tap Size

Mayor Hubbard opened the public hearing at 6:12 p.m.

Finance Director, Leann Perino, provided a presentation of the Water Base and Reg 85 fee changes. Staff reviewed the current water and sewer fees and an increase was recommended. Currently, the Reg 85 fee is \$20.00 per month for $\frac{3}{4}$ residential square foot residential equivalent (SFRE) and an increase of \$0.70 per month is recommended for residential units.

Staff is also proposing to create a commercial base fee with a rate of \$7.25 per SFRE. There will be no change to the residential base fees. Residential and Commercial $\frac{3}{4}$ meters will continue to pay \$34.65 per month. Commercial taps under 1 inch will not increase with the new rate structure. SFRE for multi-family taps are based on the number of residential units the tap feeds. For example, an apartment building with a two-inch tap that serves 10 apartments would be charged for 10 SFREs instead of the 20 SFREs based on the tap size.

Mayor Hubbard asked if anyone wanted to speak for or against the proposal.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 18, 2025**

Eddy Eisler, Fort Lupton resident, questioned if the money raised for the sewer Reg 85 fee and commercial base fee is allocated or going into a discretionary fund. Mayor Hubbard responded stating no, the money will be used to pay down debt. Mr. Eisler also asked if the money will help to pay for the replacement of lines. City Administrator, Chris Cross, responded stating yes, the money could be used to replace lines. However, there are a lot of factors involved. The city is aiming for small fee increases instead of large ones. So, money could be used to fix lines but it depends on what debt is paid and where else the money could be used.

Janet Keota, Fort Lupton resident thanked Council and staff for the work they do. She questioned how Fort Lupton residents are being notified about the fee increase other than the notice that was placed in the water bill. She also stated the way the notice was written was confusing and suggested writing things in a simple easy to understand form and possibly adding a question and answer section for people. Ms. Perino stated public notice was placed in the paper, appropriate notification was made. The noticed was also attached in the email for residents who get their bills electronically.

Morgan, Fort Lupton resident, stated she does not understand what SFRE means and asked for clarification. She also questioned where the \$75.00 base fee comes from. Ms. Perino responded stating the base fee was set in 2024 and the City had a study done that set the water tiers and base fees. The base fee is the minimum that is required to run the system. The biggest increase that was four years ago when the sewer plant had to be replaced as required by CDPHE and the EPA. This will cost Fort Lupton 47 million dollars in debt to pay over 40 years, which is why the Reg 85 fee was established. Morgan asked if the debt is paid off in 40 years if the base fee will decrease. Ms. Perino stated in the next 40 years sewer lines will probably need to be replaced and putting in the lift station will cost 25 million dollars. Morgan asked for additional clarification on the base fee. City Council and Ms. Perino provided more clarification.

Gina Hughes, Fort Lupton resident and President of the Board of the Lupton Village Residential Metro District, asked if anyone knows if their district would be considered residential or commercial. Ms. Perino stated Metro Districts are considered commercial and the homes inside it are residential. Ms. Hughes informed City Council that the increases that the metro district receives will be passed on to the residents that live within the district.

Jessica Erwin with Willow Crossing stated this will impact them as a business and the residential homes in Willow Crossing because they are sub metered. She questioned if there was a way to get an estimate of how this will impact them. Mayor Hubbard asked how many residences are in the subdivision. Ms. Erwin state 117 currently but this number is increasing every month. Mayor Hubbard responded stating the residence will see and increase of \$0.70 per month applied to the Reg 85 fee and \$7.25 per home for the commercial water base fee.

Financial Director Leann Perino, stated the increase will be implemented on the next bill that goes out if approved by Council tonight.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 18, 2025**

Mayor Hubbard asked if anyone else wanted to speak for or against the proposal. Hearing none, Mayor Hubbard closed the public hearing at 6:42 p.m.

It was moved by David Crespín and seconded by Claud Hanes to Approve Resolution 2025R018 to Increase the Sewer Reg85 Fee and Create a Commercial Water Base Fee Based on Tap Size. Motion passed unanimously on roll call vote.

STAFF REPORTS

There were no staff reports.

MAYOR/COUNCIL REPORTS

Councilmember Bruce Fitzgerald stated he attended Coffee with a Cop 2 weeks ago at the Recreation Center and that he was very pleased with the professionalism of the officers.

FUTURE CITY EVENTS

March 5, 2025	Coffee with a Cop, Fort Lupton Recreation Center, 8 a.m. - 9 a.m.
March 27, 2025	Taste of Fort Lupton, Fort Lupton High School Commons, 5p.m.-7p.m.
April 12, 2025	Easter Egg Hunt, Community Park, 203 S. Harrison Ave., 9 a.m.
April 16, 2025	Annual Spaghetti Dinner, Recreation Center, 203 S. Harrison Ave. 5 p.m. - 6 p.m.
April 17, 2025	Curbside Spring Clean-Up Day (For Seniors and/or Disabled Residents)
April 19, 2025	Spring Clean-Up Day, 800 12th St. 8 a.m. - 12 p.m.
April 21 - 25, 2025	Hillside Cemetery Annual Clean-up Days
April 23-26, 2025	Fields of Honor, Pearson Park

UPCOMING MEETINGS

February 25, 2025	Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
March 4, 2025	City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
March 11, 2025	Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
March 18, 2025	City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:52 p.m.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 18, 2025**

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

DRAFT

ORDINANCE NO. 2025-1184

INTRODUCED BY:

AN ORDINANCE OF THE CITY OF FORT LUPTON, AMENDING PORTIONS OF CHAPTER 16 – DEVELOPMENT CODE.

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 4th day of February 2025.

PUBLISHED in the Fort Lupton Press the 13th day of February, 2025.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED by title only this 4th day of March 2025.

PUBLISHED in the Fort Lupton Press the 13th day of March 2025.

EFFECTIVE (after publication) the 12th day of April 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

Approving the School Resource Officer Memorandum of Understanding Addendum.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

In compliance with the requirements of the federal grant, several changes to the current Memorandum of Understanding (MOU) with the school district were necessary. Changes include specifying that the School Resource Officer (SRO) is not a disciplinarian, specifying how information is shared, specifying the SRO chain of command, and adding the Chief of Police's signature to the MOU. The changes are clerical and do not affect how the program functions.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

The addendum was reviewed and approved by the City Attorney.

ALTERNATIVES/OPTIONS

N/A

STAFF RECOMMENDATIONS

Staff recommends approving the SRO MOU addendum.

Attachments: a. SRO MOU Addendum No 1.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

**ADDENDUM NO 1. TO MEMORANDUM OF UNDERSTANDING (MOU)
REGARDING THE IMPLEMENTATION AND ADMINISTRATION OF
SCHOOL RESOURCE OFFICERS (SRO's) IN SCHOOLS**

THIS ADDENDUM NO. 1 TO MEMORANDUM OF UNDERSTANDING (MOU) REGARDING THE IMPLEMENTATION AND ADMINISTRATION OF SCHOOL RESOURCE OFFICERS (SRO's) IN SCHOOLS ("Addendum") is dated March 4, 2025, and is entered into by and between the City of Fort Lupton, (the "City" or the "Police Department") and Weld RE-8 School District ("School District") (collectively as "Parties").

This Addendum may be executed in any number of counterparts (including by electronic transmission), each of which may be deemed an original, but all of which together will constitute the same instrument. This Addendum supersedes the Memorandum of Understanding Regarding the Implementation and Administration of School Resource Officers (SRO's) in Schools dated as of March 19, 2024, ("MOU") by adding to, deleting from, and modifying the MOU as set forth herein. To the extent any such addition, deletion, or modification results in any conflict or inconsistency between the MOU and this Addendum, this Addendum shall govern and the terms of the MOU which conflict with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

In consideration of the mutual covenants, promises, understandings, releases, and payments described in the MOU and this Addendum, consideration of which is hereby acknowledged as received and sufficient, the Parties agree to amend the MOU as follows:

1. Subsection 7(a) of the MOU is hereby amended by replacing the last two sentences of the subsection with the following three sentences:

The SRO will not be a disciplinarian and will not be responsible for enforcement of the School District's code of student conduct or for requests to resolve routine discipline problems involving students. The administration of student discipline, including student code of conduct violations or student misbehavior, is the responsibility of School or School District administrators, unless the violation or misbehavior involves criminal conduct. Absent a real and immediate threat to a student, employee, or general School safety, building-level School administrators shall have final authority within the School building.

2. Section 5 of the MOU is hereby amended by adding the following two sentences after the existing paragraph.

The SRO will report directly to, and be supervised by, the SRO Sergeant. The SRO Sergeant reports directly to, and is supervised by, the Patrol Lieutenant.

3. Sections 9 through 16 are hereby amended by being renumbered as Sections 10 through 17, respectively, and a new Section 9 is added as follows:

9) INFORMATION-SHARING; CONFIDENTIALITY

The Parties will work together to share information, including but not limited to demographic, contact, and personally identifying information maintained by the School District, mutually deemed necessary to allow the SRO to perform the duties required to administer the SRO Program and as listed above in Section 7, as permitted by law. The SRO shall maintain the confidentiality of School District information in accordance with Titles 19, 22, and 24 of the Colorado Revised Statutes, as well as the Family Educational Rights and Privacy Act and its implementing regulations. In the event sensitive or confidential information is shared between the City, Police Department, and the School District, each party will maintain the confidentiality of the information and will not release information unless permitted or required by law. Any information shared between the Parties will only be utilized for authorized purposes in connection with the SRO Program and this MOU.

4. The signature block on the last page of the MOU is amended by adding the following:

FORT LUPTON POLICE DEPARTMENT

BY: William Carnes, Chief of Police

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum the day and year first above written.

CITY OF FORT LUPTON, COLORADO

WELD COUNTY SCHOOL DISTRICT RE-8

BY: Zo Hubbard, Mayor

BY: Alan Kaylor, Superintendent of Schools

FORT LUPTON POLICE DEPARTMENT

BY: William Carnes, Chief of Police



SUBJECT FOR DISCUSSION

Approving a Resolution Updating the Open Records Policy and Procedures and Increasing the Fee to \$41.37 for Search, Retrieval and Review of Responsive Records After the First Hour

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City's current Open Records Policy was approved in 2014 and has a current fee of \$30.00 for search, retrieval and review of responsive records after the first hour. Before increasing the fee, government entities must revise and publish their Colorado Open Records Act policies to include the new fee.

The City Clerk is the official custodian of all public records and will process all requests for public records pursuant to the Public Records Act, with the following exception:

The Fort Lupton Policy Department, which administers criminal justice records as defined by CRS 24-72-302, Criminal Justice Records Act. The maintenance, inspection and dissemination of the criminal justice records shall be in accordance with state statutes and the policy and procedures promulgated by the City of Fort Lupton Policy Department.

The new policy clarifies:

- guidelines for calculating the due date,
- clarifying or narrowing requests,
- procedures for multiple, repeated or duplicative submissions,
- explanation of fees, and
- abandoned requests.

Section 24-72-205 (6) (b), C.R.S., requires the Director of Research of the Legislative Council Staff to adjust the Colorado Open Records Act maximum hourly fee for the research and retrieval of public documents for inflation on July 1, 2019, and each five years thereafter. The maximum hourly fee increased from \$30.00 to \$33.58 on July 1, 2019. Effective July 1, 2024, the maximum hourly fee increased to \$41.37.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Approve the Resolution updating the policy and increasing the fee.
2. Deny the Resolution and maintain the fee at \$30.00

STAFF RECOMMENDATIONS

This section is reserved for staff's recommendation on the issue in question

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

- Attachments:**
- a. Memorandum Colorado Open Records Act Maximum Hourly Research and Retrieval Fee
 - b. Resolution Updating the Policy and Fee Schedule
 - c. Public Records Policy and Procedures



Legislative Council Staff
Nonpartisan Services for Colorado's Legislature

Memorandum

June 12, 2024

TO: Interested Persons
FROM: Natalie Castle, Director, 303-866-4778
SUBJECT: Colorado Open Records Act Maximum Hourly Research and Retrieval Fee

Summary

Pursuant to Section 24-72-205 (6), C.R.S., the maximum hourly fee for the research and retrieval of public documents in response to a Colorado Open Records Act will increase from \$33.58 to \$41.37 as of July 1, 2024.

State law allows government agencies to charge a fee for the research and retrieval of public documents that shall not exceed this amount, although they shall not charge a fee for the first hour of time expended on each request. Before increasing the fee, government entities must revise and publish their Colorado Open Records Act policies to include the new fee.

Methodology

The \$7.79 increase resulted from inflating \$33.58 by the percentage change in the Denver-Aurora-Lakewood consumer price index for all items and all urban consumers, published by the U.S. Bureau of Labor Statistics, between the first half of calendar year 2019 and the first half of calendar year 2024. Because the index for the first half of 2024 has not yet been released, the index used for the first half of 2024 represents the average of indices published for January, March, and May 2024. Each year's contribution toward the total \$7.79, or 23.2 percent, change is shown in Figure 1.

Figure 1
Annual Contributions Toward the Total \$7.79 (23.2%) Increase
First Half of 2019 to First Half of 2024



Source: Staff calculations using the CPI-U for Denver-Aurora-Lakewood published by the U.S. Bureau of Labor Statistics.

RESOLUTION 2025Rxxx

A RESOLUTION OF THE CITY OF FORT LUPTON, COLORADO, ADOPTING THE OPEN RECORDS POLICY AND SETTING THE FEE SCHEDULE EFFECTIVE MARCH 4, 2025

WHEREAS, it is declared to be the public policy of the state that all public records shall be open for inspection by any person at reasonable times, except as provided by law; and

WHEREAS, the Colorado Open Records Act (“CORA”) pursuant to C.R.S. 24-72 201 et. seq., establishes certain regulations of the manner in which public records are to be made available for inspection, copying or photographing; and

WHEREAS, C.R.S. 24-72-205, provides that the custodian of public records shall either post on the custodian’s website or otherwise publish a written policy that specifies the applicable conditions concerning the research and retrieval of public records by the custodian, including the amount of any current fees; and

WHEREAS, it is the intent of the City Council to update the policy that was adopted through Resolution 2014R052 on October 20, 2014 and set the fee schedule.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fort Lupton, Weld County, Colorado, that:

Section 1. The “City of Fort Lupton Public Records Policy and Procedures” is hereby updated and is to be published on the City’s website and is to be used in responding to open records requests submitted to the City. The fees to be charged for copies, printouts or photographs of public records, including time spent in the research and retrieval of such public records by the custodian, shall be set forth in Exhibit A of the policy and determined administratively within the parameters established by state law. The fees shall be prominently displayed on the website and the open records request application.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption, March 4, 2025.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The City Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 4TH DAY OF MARCH, 2025.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela1 Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



PUBLIC RECORDS POLICY AND PROCEDURES

Resolution 2025xxx

Policy Statement

The City of Fort Lupton (the “City”) administers the Colorado Open Records Act (“CORA”) (sections 24-72-201 et. seq. C.R.S.) with regard to those records that are in the City’s possession and control. This Policy statement summarizes the practices and procedures that are and have been in place in the City with regard to its obligations under CORA. The statute requires the non-disclosure of certain public records in the City’s files based on criteria set out in sections 24-72-202 and -204, C.R.S., while mandating public access to non-exempt public records. With various exceptions, the CORA defines a “public record” as including most writings made, maintained, or kept by the City in connection with its official activities, see § 24-72-202(6). The City must make a good faith effort to respond to requests to inspect public records while ensuring that other confidential, excepted, or exempted writings are redacted or withheld. The City will provide electronic copies of requested public records according to the terms of the statute, the City’s rules and policies and procedures under CORA.

Deadlines

The City is allowed three business days to respond to a request. When responding to a request for public records under CORA, the City will make every effort to respond within three working days as required by section 24-72-203(3)(b), C.R.S. If the City uses the extension allowed in section 24-72-203, C.R.S., the office has an additional seven business days to respond. If the nature of the request requires more time than set out in the statute, the City will notify the requester of the need for additional time, and the City will make a good faith, reasonable effort to process the request as promptly as is feasible in light of the size and scope of the request, the workload of the other prior requests that the City has received and is processing, and the technical capacity of the City’s IT systems to search for responsive records.

In calculating the due date, the City applies the following guidelines:

- If a request is received after 5:00 p.m., it is considered received the next business day.
- In calculating the time to respond, the day the request is received is not counted. See section 2-4-108, C.R.S.

- For broad, general requests, the timeframe for fulfilling a request may be put on hold while the City attempts to clarify or narrow the request. See Clarifying or Narrowing Requests, below.

For requests that require a deposit or payment, the timeframe for completion of the request is put on hold until payment is received. See Clarifying or Narrowing Requests, below.

Clarifying or Narrowing Requests

Broad, general requests will likely be costlier to the requestor because of the staff time required to fulfill these requests. The City may contact the requestor in an attempt to clarify or narrow a request. Requestors are encouraged to narrow by date range, email inboxes to be searched, and by specific search terms. Searching the entire office's email system and server is very time consuming, and the requests will be searched in the order in which they are received.

While not required, requestors may want to provide phone and e-mail contact information to facilitate communication regarding the request. The City does not suggest search terms or parameters and does not create new records in response to a request. Additionally, the City will respond to multiple, repeated and duplicative submissions as described below.

If the requestor agrees to narrow their request, the City will ask the requestor to resubmit their request in writing with the narrowed information and the statutory timeframe will begin again.

If the requestor is unwilling to narrow their request, the City will advise the requestor of the potential fees associated with the request.

As indicated, CORA does not require the City to create records in response to a request.

Procedures for Multiple, Repeated or Duplicative Submissions

When there are duplicative CORA requests submitted – either by one individual or by multiple requestors – that require extensive amounts of staff time and would otherwise interfere with the completion of other duties of the City, the City must appropriately manage and delegate its staff time so as to ensure that the processing of such requests does not interfere with the other duties of the City.

At the City's discretion, requests with the same or similar search terms from one requestor will be consolidated, as necessary. Each request will be handled in the order in which it is received. Once consolidated, the statutorily prescribed fee will be charged for the staff time necessary to review and respond to the consolidated request. Additionally, the timeframe within which the City will respond to these consolidated sets of voluminous or duplicative requests will depend on IT capabilities and available staff time to compile, review and respond to the requests.

When addressing the same or similar requests from multiple requestors, the City, at its discretion, may choose to publish the requested information on a publicly available website to satisfy its responsibilities under CORA, and will direct requestors to that website. Otherwise,

the City will respond to the requests in the order in which they are received, will consolidate duplicative requests as necessary, and will do so utilizing the staff time allotted within position descriptions for CORA custodians within the City.

Examples of requests to which this policy is applicable include but are not limited to:

- Multiple requests from the same requestor within the timespan of one to two days
- Same or similar requests from the same requestor sent on a daily basis
- Same or similar requests from multiple requestors over a short timespan
- Multiple requests for the same or similar search terms sent as “per day” requests instead of consolidated into a specific timeframe (e.g. searching for the same search terms on Jan. 1, Jan. 2, Jan. 3, Jan. 4, etc. versus January 2021)

Fees

The City charges hourly fees (beyond the first hour) for all requests and requires a deposit to begin the work necessary to produce the requested records. The City will require a deposit after the first hour of review has been exceeded.

As allowed under section 24-72-205(6), C.R.S., the City charges a fee of \$41.37 per hour after the first hour for the staff time required to search for, retrieve, and review the responsive records. In extraordinary circumstances, the use of a third-party contractor may be necessary and will be discussed with the requestor in advance. The requestor must approve the cost estimate before the City will begin work on fulfilling the records request. The City requires an advance deposit of ½ of the expected cost before it will begin completing the request. The timeframe for the City to complete the request will be tolled between providing the cost estimate to the requestor and the requestor submitting the required deposit.

Costs associated with a request must be paid in full before the City will produce the records. The fee schedule is hereby established reasonable and standardized fees for producing copies of public records, as stated in **Exhibit A**.

Abandoned Requests

If the City attempts to contact a requestor to clarify a request or discuss the scope of a request and the requestor does not respond within ten business days, the City will automatically close the request.

The City will hold records assembled in response to a CORA request for no more than ten business days after the requestor has been notified that the records are available. The holding period may be shorter for records which are needed for any use. Failure to inspect or pick-up the records within this timeframe will be considered an abandoned request, and the request will be automatically closed.

When a cost estimate has been sent in response to a CORA request, the City will hold records for no more than 21 calendar days. If payment has not been received within this timeframe, the request will be considered abandoned, and the request will be automatically closed.

A request to re-open a closed request will be treated as a new request.

Exhibit A

Black & White Copies	\$0.25 per page (up to 11 x 17 paper copied on the City's machine)
Color Copies	\$1.00 per page (up to 11 x 17 paper copied on the City's machine)
Certified Copies	\$1.00 for each document
Electronic Copies	No cost
USB	Actual Cost
Large Format Copies	Actual Cost Actual Cost – Black and White Maps Actual Cost – Mylars Actual Cost – Photographic Reproductions Actual Cost – Postage/Mailing Fees

\$0.00 for the first hour, \$41.37 per hour thereafter, pro-rated in 15-minute increments



SUBJECT FOR DISCUSSION

Ratifying the City Administrator's Signature on a Purchase Contract with Schomp Automotive and Approving the Purchase of a 15-Passenger Van for the Community Center in the Amount of \$67,018.00, Allocated from the Community Center Fund Capital Expenditures

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This is part of our 2025 Capital Projects for the Community Center. Council approved the purchase of (2) new, 15 passenger vans from Larry H. Miller Ford Lakewood in January 2024. These vans were to be delivered in late May/ early June of 2024. Due to unforeseen circumstances at Ford, these vans never went into production. A 15 passenger Van at Schomp Ford, Aurora was purchased as a replacement for the 2nd van previously ordered from Larry H. Miller Ford.

FINANCIAL CONSIDERATIONS

The Community Center's Capital account has a total of \$75,000.00 budgeted for the 2nd van. The van purchased from Schomp Ford is a 2024, 15 Passenger Ford Transit with a total cost of \$67,018.00.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

Not Applicable

STAFF RECOMMENDATIONS

Attachments: a. Signed Agreement from Schomp Ford

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Buyer Name and Address	Co-Buyer Name and Address	Seller/Dealer Name and Address
FT LUPTON, CITY OF 130 S MCKINLEY AVE FORT LUPTON, CO 80621 County: WELD Email: ccross@fortluptonco.gov Phone: (720)355-2841 Cell: (720)355-2841		SCHOMP FORD 150 South Havana Street Aurora, CO 80012 Salesperson: WUCHERPFENNING, FRED

Agreement to Purchase. Buyer and Co-Buyer agree to buy the vehicle described below ("Vehicle") from Seller/Dealer for the amount and on the terms in this Vehicle Buyer's Order ("Agreement"). "Buyer", "your" and "you" refer to the above Buyer and Co-Buyer, separately and together. "Seller", "Dealer," "we," "us," and "our" refer to the above Seller/Dealer. In this Agreement, (e) means an estimate.

VEHICLE DESCRIPTION				
Year	Make	Model	Mileage	Vehicle Identification Number
2024	FORD	TRANSIT PASSENG	68	1FBAX9CG9RKB77293
New/Used/Demo/Other	Color	Body	Stock Number	
NEW	OXFORD WHITE	T-350 148" MED RO	1FC40056	

Insurance Information. You have arranged the following insurance on the Vehicle:
Insurance Company CIRSA Policy Number LIAB-01-2025

TRADE IN VEHICLE 1				☐ Vehicle Rebuilt from Salvage ☐ Vehicle Sustained Prior Damage See separate disclosure for more detail		
YR.	MAKE	MODEL	BODY STYLE			
COLOR	TRIM	MILEAGE				
VIN	TRADE IN ALLOWANCE \$					
TITLE NO.	PLATE NO.	EXP. DATE				
OWNER	LOAN #					
LIENHOLDER	PHONE					
ADDRESS	SPOKE WITH					
PAYOFF AMOUNT \$ (e)	GOOD TILL	VERIFIED BY				
TRADE IN VEHICLE 2				ITEMIZATION OF SALE		
YR.	MAKE	MODEL	BODY STYLE	Price of Vehicle (including Freight, Handling & Delivery)	\$ 67,009.00	
COLOR	TRIM	MILEAGE				
VIN	TRADE IN ALLOWANCE \$					
TITLE NO.	PLATE NO.	EXP. DATE				
OWNER	LOAN #					
LIENHOLDER	PHONE					
ADDRESS	SPOKE WITH					
PAYOFF AMOUNT \$ (e)	GOOD TILL	VERIFIED BY				
By initialing below, you represent that you have thoroughly inspected the Vehicle and approve and accept it. You had an opportunity to have the Vehicle inspected by a third party of your choice and at your expense. You are purchasing the Vehicle based on your inspection. You are not relying on any opinion, statement, or promise of the Seller or its employees that is not contained in the written agreements you are signing today. Buyer's Initials <u>LG</u> Co-Buyer's Initials <u>N/A</u> **DELIVERY AND HANDLING CHARGE This charge represents costs and additional profit to the seller/dealer for items such as inspecting, cleaning and adjusting new and used vehicles and preparing documents related to the sale.				TAXES		
				State Sales Tax		N/A
				City Sales Tax		N/A
				County Sales Tax		N/A
				RTD		N/A
				Other Tax (Describe)		N/A
TITLE, LICENSE & OTHER FEES Title Fee				N/A		
				Registration Fee		9.00
				Emissions Fee		N/A
				**Delivery and Handling Charge		N/A
SUBTOTAL				\$	67,018.00	

Warranty Information

☒ **Vehicle Manufacturer Warranty.** The Vehicle is subject to an express warranty made by the Manufacturer. It is a standard written manufacturer's warranty and made by the Manufacturer and not by the Seller/Dealer. By signing this Contract, each Buyer acknowledges receiving a copy of it.

☐ **Seller/Dealer Warranty.** The Vehicle is subject to an express written warranty made by the Seller/Dealer. By signing this Contract, each Buyer acknowledges receiving a copy of it. The Seller/Dealer is responsible to fulfill any separate written warranty made by Seller/Dealer on its own behalf. If the Manufacturer or another supplier provides a warranty, they are responsible for satisfying its terms, NOT the Seller/Dealer.

Unless Seller/Dealer makes a written warranty noted in this Agreement or enters into a service contract within 90 days from the date of this Agreement, the Vehicle is sold "AS IS". An "AS-IS" sale means the Vehicle is sold – WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED AND BUYER IS SOLELY RESPONSIBLE FOR COST OF ANY REPAIRS TO THE VEHICLE. In addition, Seller/Dealer expressly disclaims any implied warranties of merchantability and fitness for a particular purpose. Any liability of the Seller/Dealer with respect to defects or malfunctions of this Vehicle including, without limitation, those which pertain to performance or safety, whether by way of "strict liability," based upon the Seller/Dealer's negligence, or otherwise, is expressly excluded and Buyer assumes any risks. This provision does not affect any warranties covering the Vehicle that the Vehicle manufacturer may provide above.

Trade-in Vehicle 1 Allowance	N/A
Trade-in Vehicle 2 Allowance	N/A
Trade-in Vehicles 1 and 2 Payoff Balance (e)	N/A
NET TRADE-IN (If negative, enter \$0 here and enter amount on Trade-in Balance Owing line.)	0.00
Cash Deposit	N/A
Additional Cash Down Payment on Delivery	N/A
Manufacturer's Rebate	N/A
Deferred Down Payment	N/A
Other Credit (Describe)	N/A
Other Credit (Describe)	N/A
Other Credit (Describe)	N/A
Other Credit (Describe)	N/A
TOTAL CREDITS	\$ N/A
Trade-in Balance Owing	N/A
TOTAL BALANCE DUE	\$ 67,018.00

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Agreement to Arbitrate

This Agreement includes an Arbitration Provision that affects your rights. It provides that you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. By signing this Agreement to Arbitrate section, you confirm that you read, understand and agree to this Agreement's Arbitration Provision.

Buyer Signs X [Signature] Co-Buyer Signs X N/A

This Agreement (all pages) is the full and final expression of the agreement between you and us on the Vehicle purchase. It cancels and replaces any verbal or written agreements on the Vehicle purchase.

This Agreement is not effective until it is signed by both you and us. Until it becomes effective, the terms of this Agreement are not binding and you may cancel it and get back any deposit.

By signing below, you represent that: (1) you are at least 18 years old, (2) you read all pages of this Agreement completely filled in and agree to all its terms, and (3) you received a completed copy of this Agreement.

BUYER SIGNS X [Signature] **DATE** 02/24/2025

CO-BUYER SIGNS X N/A **DATE** N/A

SELLER

(Must be signed by an authorized representative of the Seller)

X By: [Signature] Title: AGENT **DATE** 02/24/2025

Print Name: WUCHERPFENNIG, FRED

ADDITIONAL TERMS AND CONDITIONS

Definitions. The following definitions apply to this Agreement:

- "Manufacturer" means the entity that manufactured the Vehicle or its distributor. We are NOT an agent of the Manufacturer. The Manufacturer is NOT a party to this Agreement. References to Manufacturer are used to help describe the contractual relationship between the Manufacturer and us or to refer to warranties that might be separately provided to you directly by the Manufacturer.
- "Retail Installment Sale Contract" refers to a separate agreement with Seller, if any, that you sign agreeing to pay for the Vehicle purchase over time.
- "Trade-In Vehicle" refers to each used vehicle you are selling to us as part of a down payment to purchase the Vehicle. If you are selling us more than one used vehicle, "Trade-In Vehicle" refers to each vehicle separately and together. Each Trade-In Vehicle is identified on pages 1 and 2 of this Agreement.

Manufacturer – New Vehicle Pricing, Design and Availability. The Manufacturer may change the price, design or features of its new vehicles without notice to us. If this occurs before we deliver the Vehicle to you, we may change the Vehicle Purchase Price, design and features. If we do, you may cancel this Agreement. If canceled for this reason, we will refund to you any amounts you have paid to us. We will also return any Trade-In Vehicle to you. You agree to pay us the reasonable charges for any detailing or repairs performed on the Trade-In Vehicle and any reasonable storage charges. If we have already sold the Trade-In Vehicle, we will pay you the amount we receive for the sale after adjusting for any payoff we made to a lienholder and costs for repair and reconditioning, if any.

If the Manufacturer changes its new vehicle designs, parts, accessories, or other features, we are not obligated to make the same or similar changes to the Vehicle either prior to or after delivery to you. Unless otherwise required by law, we are not obligated to notify you of any Manufacturer's future new vehicle design or feature changes.

Vehicle Delivery Delays. Preparing and delivering the Vehicle may involve a number of activities and third parties. We are not liable if delivery is delayed or fails when the cause is in any way outside our control or is without our fault or negligence.

Trade-In Vehicle. You will transfer title to the Trade-In Vehicle to us free and clear of all liens except those noted in this Agreement. You agree to provide us with evidence of title as we may require. You make the following representations about the Trade-In Vehicle: (a) you are the sole, lawful owner with all rights and authority needed to transfer ownership; (b) there are no liens or encumbrances except those noted in this Agreement; (c) it has never been titled under any state or federal "brand" such as "defective," "salvage," "flood," etc.; (d) its actual mileage is as provided in this Agreement; and (e) it contains all emission control equipment required which is all in working order, unless otherwise indicated in this Agreement. You authorize us to rely on these representations. If any of these representations are not true, we may elect to cancel this transaction. You will be responsible to pay for all damages resulting from your misrepresentations, including costs to recondition, legal fees, court and collection costs.

You give us permission to contact the lienholder(s) for payoff information. We are relying on information from you and/or the lienholder or lessor of each Trade-In Vehicle to arrive at the trade-in payoff amount(s). You understand that each payoff amount quoted is an estimate. We agree to pay the provided payoff amount to each Trade-In Vehicle lienholder, lessor, or its designee. If the actual payoff amount is more than the amount provided in this Agreement, you agree to pay us on demand the additional amount owing. If the actual payoff amount is less than the amount provided in this Agreement, we will refund to you any overpayment we receive from the lienholder, lessor, or its designee.

Trade-In Allowance. The trade-in allowance provided in this Agreement is based on our appraisal of the Trade-In Vehicle when this Agreement is signed. We may reappraise it if you deliver it to us at a later date. The reappraised value will become the trade-in allowance. If the reappraised value is less than the trade-in allowance in this Agreement, you will immediately pay us the difference. Instead, you may cancel this Agreement if you have not already taken delivery of the Vehicle.

Refusal or Failure to Accept Delivery and Other Non-Performance. If you refuse or fail to accept delivery of the Vehicle or otherwise do not perform under this Agreement, you will be liable for the damages it causes us. These damages may include our losses, expenses, and reasonable attorneys' fees. To pay these damages, we may keep any cash deposit up to the amount owed, unless prohibited by law. You agree to pay us any amount owed in excess of the cash deposit that we keep. You will be liable for these amounts except to the extent that they are limited or prohibited by law.

This section does not apply if you cancel this Agreement as allowed in the Trade-In Allowance or Manufacturer – New Vehicle Pricing, Design and Availability

sections. This section also does not apply if we cancel this Agreement because you are not able to obtain financing in the time allowed in the Balance Due and Payment section.

Taxes. Unless prohibited, you agree to pay all taxes assessed on the transaction in this Agreement. For example, taxes may include sales, use, ad valorem, or other federal, state or local taxes. It does not include any taxes required to be paid only by us.

Balance Due and Payment. By signing this Agreement, you agree to purchase the Vehicle. If there is a Total Balance Due, you must pay that amount in cash or obtain financing for it.

If the actual amount of title, registration and license fees is more than the amount charged in the Itemization of Sale, you agree to pay us the difference. If the actual amount is less than the amount charged in the Itemization of Sale, we will refund the overpayment to you.

If you finance the Total Balance Due, you may do so through any finance source you choose. By signing this Agreement, we are NOT agreeing to finance your purchase of the Vehicle. Your promise to purchase the Vehicle applies even if you are not able to obtain financing, or are not able to obtain the terms you wanted or expected. If you finance the Total Balance Due through a third party, we may cancel this Agreement if you do not obtain the financing within two business days. If you choose to finance your Vehicle purchase in a retail installment sale with us, you authorize us to assist in submitting your credit application to third parties for financing. If the transaction meets its requirements, a third party may agree to take assignment of a Retail Installment Sale Contract between you and us.

You understand that financing terms may vary from one source to another. You may be able to get more favorable financing terms with another finance source than through us.

Returned or Dishonored Payments. We may declare this Agreement null and void and retake the Vehicle if your deposit, down payment, balance due or other payment is returned or dishonored. If you make any payment under this Agreement that is returned or dishonored, you agree to pay a fee of \$25.00.

BUYER TO PURCHASE VEHICLE INSURANCE. This Agreement does NOT include any state-required Vehicle insurance coverage. You must buy such insurance at your expense in the amounts and coverages required. You represent that you have or will buy required insurance before the Vehicle is delivered to you.

This Agreement does not include property insurance. A creditor may require it if you finance the Vehicle purchase. You must buy such insurance at your expense in the amounts and coverages required.

You agree to provide us with your insurance information if we request it. You represent that the insurance information you provide us is current and accurate.

Accessories and Additional Equipment. If the Vehicle includes accessories or equipment that are not listed on the Manufacturer's window sticker, they may not have been made or approved by the Manufacturer. Such items will not be covered by the Manufacturer's express limited warranty on the Vehicle (if any).

Servicing and Collection Contacts. In consideration of our performance under this Agreement, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, or other electronic messaging/communication applications, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. Except as required by law, any change to the agreements in this paragraph must be in writing and we must sign it.

Rebates, Incentives, and Discounts. We are not required to find or disclose all available rebates, incentives or discounts for which you might be eligible. If conditions apply to a rebate, incentive or discount, you must provide us with all necessary documentation to verify your eligibility. By this Agreement, all rebates, incentives, discounts and other similar payments are assigned to us.

Applicable Law. Federal law and the law of the State of Colorado apply to this Agreement.

General Terms. If any part of this Agreement is not enforceable for any reason, the other terms still apply and will be enforceable. Carrying out the intent of this Agreement may require you and us to sign a number of documents. You agree to assist as needed in their completion. You also agree to sign all documents reasonably needed to fulfill the promises and intent of this Agreement. You authorize us to correct any clerical errors or omissions in this Agreement or in any related document.

ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this Agreement was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the Vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this Agreement. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.



SUBJECT FOR DISCUSSION

Approving Payment for Victim Advocacy Services through the City of Brighton in the Amount of \$60,516.69 for Calendar Year 2025, Allocated from the Police Department Contractual Services Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

After Weld County Sheriff's Office discontinued their victim assistance program to municipalities, the City of Fort Lupton entered into an IGA for services through the Brighton Office for Victim Assistance to provide victim advocacy services. The IGA terminates on December 31, 2027.

FINANCIAL CONSIDERATIONS

Funding is allocated in the PD Contractual Services budget.

LEGAL/POLITICAL CONSIDERATIONS

Pursuant to statute, the City of Fort Lupton through the Fort Lupton Police Department is required to provide designated services to victims of crime as defined in CRS 24-4.1.302, within the City of Fort Lupton.

ALTERNATIVES/OPTIONS

N/A

STAFF RECOMMENDATIONS

Staff recommends paying the invoice.

Attachments: a. Invoice

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



BrightonSM

February 12, 2025

City of Brighton Police Department
3401 Bromley Lane
Brighton, CO 80601

City of Fort Lupton
Police/Finance Department
130 S. McKinley Avenue
Fort Lupton, CO 80621

Due for Victim Service Unit/Fiscal Year 2025

\$60,516.69

Segments/Accounts YTD Budget	
4240 : VICTIM SERVICES	
10-13-4240-10000 : SALARIES/WAGES	\$679,832.00
10-13-4240-12000 : F.I.C.A./MEDICARE	\$8,589.00
10-13-4240-12002 : Workers Compensation	\$6,837.00
10-13-4240-13000 : HEALTH BENEFITS	\$101,580.00
10-13-4240-13001 : Dental Benefits	\$5,629.00
10-13-4240-13002 : Vision Benefits	\$1,862.00
10-13-4240-14000 : ICMA PENSION	\$79,937.00
10-13-4240-15000 : LIFE INSURANCE	\$3,379.00
10-13-4240-16000 : OVERTIME	\$33,355.00
10-13-4240-80815 Assistance Program	\$75,000.00
10-13-4240-10500 : ON-CALL PAY	\$13,842.00
10-13-4240-48000 Meetings/PD	\$34,866.00
10-13-4240-21000 : OPERATING SUPPLIES	\$49,572.00
10-13-4240-58000 : TRAV, CONF. AND SCH.	\$34,866.00
10-13-4240-53000 Equipment	\$0.00
FUEL & MAINT.	6,000.00
SubTotal : 4240 : VICTIM SERVICES	\$1,135,146.00
VALE Grant	(\$47,347.00)
COVA/CVC DVHRT Reimbursements	(\$75,000.00)
CATPA Personnel GRANT	(\$78,246.83)
VOCA GRANT	(\$152,133.00)
Unexpended Funds in 2024	(\$12,462.60)
OVW Grant	(\$11,225.00)
Grand Total :	\$758,731.57

	Population*		VRA CASES, 2024		Unattended Deaths		Share %
Commerce City*	68,245	53%	1582	59%	76	47%	53%
Brighton Population*	42,477	33%	824	31%	63	39%	34%
Fort Lupton	9,447	7%	195	7%	15	9%	8%
Lochbuie	8,336	6%	85	3%	7	4%	5%
	128,505	100%	2686	100%	161	100%	100%

*US Census, 2024, latest available	
Commerce City Share \$	402,658.44
Brighton Share \$	260,150.76
Fort Lupton \$	60,516.69
Lochbuie \$	35,405.68

Please direct any inquires through VSU Manager, Kim Messina, 303-655-2308.

Please Submit Payment to:

City of Brighton
Finance Department
500 S. 4th Ave
Brighton, CO 80601

Thank You,

Kimberly K. Messina
Victim Services Manager
303.655.2308
kmessina@brightonco.gov



SUBJECT FOR DISCUSSION

Accepting a Bid Proposal from StudioCKA. to Provide Owner Advisory Services for the City of Fort Lupton City Hall Building Project for an Amount not to Exceed \$49,980.00, Allocated from the City Hall Project Budget.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City Hall Project is beginning in earnest and the city is requesting to hire StudioCKA to help provide advisory services during the duration of the project. The department requested proposals from four different services for this project. StudioCKA provided the best option for the service that was requested at the best price.

StudioCKA which is owned by Chris Kastelic has a long history of working with the city on other major projects and is willing to provide the service that we are requesting. Having a third party to provide advice in critical areas of design and construction will be extremely valuable. StudioCKA will provide:

Pre Design phase	7 hours	\$980.00
Design Phase	100 hours	\$14,000.00
Design Document Review	50 Hours	\$7,000.00
Construction Phase	200 Hours	<u>\$28,000.00</u>
Total		\$49,980.00

Reimbursable expenses are assumed to be included in the above fee. Services will be billed on an hourly basis at \$140.00 per hour and will be billed only on area that are specifically requested and approved by Owner prior to incurring expenses.

FINANCIAL CONSIDERATIONS

This amount would come out of the City Hall Project Budget.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

To go with one of the other bids.

STAFF RECOMMENDATIONS

We recommend to authorize StudioCKA to provide for owner advisory services for the City Hall Building project for an amount not to exceed \$49,980.00.

Attachments: a. Fort Lupton City Hall-Owner Advisory Services Proposal

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Date: 2.27.2025

Mr. Monty Schuman
Recreation Director
mschuman@fortluptonco.gov
720.466.6162

Re: Fort Lupton City Hall - Owner Advisory Services

Monty,

I am pleased to provide this estimate of scope and fee to provide design and construction phase advisory services for the new Fort Lupton City hall. The following is an estimate of the potential advisory services that I anticipate may be necessary but I would be happy to amend this scope if we determine that some is not necessary, or that other services should be added. The fee presented is an estimate of the described services, but only the hours performed will be invoiced for these services.

Once you have reviewed, I am happy to discuss the scope and fee in more detail. I am excited for the opportunity to work together again on such an impactful project to the City of Fort Lupton.

Sincerely,

A handwritten signature in black ink, appearing to read "CHRIS KASTELIC". The signature is stylized with large, bold letters and a prominent "K".

Chris Kastelic, AIA LEED AP
StudioCKa

Summary of Potential Services and Fees

Project Overview

The City of Fort Lupton (Owner) has engaged a Design/Build (DB Team) team to deliver the new City Hall project. The project has a project budget of roughly \$14M for the design, construction and soft costs related to the project. The City has elected to act as the project manager for the project and is seeking a project representative to advise the owner in select areas of the project.

. The following is a summary of potential scope and an estimate of potential hours for those services.

1. Predesign Phase

This phase will include the programming, planning and preliminary budgeting of the project. If the Owner determines the services of StucioCKA are necessary for this phase, the following potential scope could include:

Tasks:

- Attend owner/DB Team programming and conceptual planning meetings.
- Review the project workplan and schedule, provide written review and comment.

Anticipated Hours:

7 hours

2. Design Phases

During the design phase from Schematic Design through Construction Documents, StudioCKA will attend regular project meetings as required, review drawings and communication prepared by the DB Team, and provide written review when necessary to communicate feedback to the Owner. It is the role of StucioCKA to provide guidance to the Owner related to design standards, project quality and controls, code and entitlements, alignment of the design progress to the stated goals of the owner, and cost analysis.

Tasks:

- Attend regular Owner/DB team meetings, participating in project discussion and reviewing provided materials.
- Provide written responses as requested by the Owner to advise on particular design or process questions.
- Provide design documentation review at each phase of the project, or at each major issuance of documents, include Schematic Design, Design Development, and Construction Documents. Provide a written summary of the review comments.
- Respond as requested to any staff or agency review comments including planning and zoning, building department, fire department, other agencies having jurisdiction.

Meetings:

- Assume bi-weekly design and planning meetings with the Owner and DB team throughout the design phases, assuming 8 months of design.
Note: It is not anticipated that these services would be necessary for the same regularity or through the entire design process, so the anticipated hours may not reflect the entire duration of design.

Anticipated hours: (4 hours avg. per week x 25 weeks)

100 hours

Review of Project design documentations

Schematic Design	10 hours
Design development	16 hours
Construction Documents	24 hours

Total Hours for Design Phase documentation milestones

50 hours

3. Construction Administration Phase

During the construction phase, StudioCKA will attend regular Owner/DB Team meetings and advise on information and activities including DB Team meetings, submittals, requests for information, change order proposals, substitution requests and applications for payment. It is not anticipated that these services would be necessary for the same regularity from groundbreaking through completion, so the anticipated hours may not reflect the entire duration of construction.

Tasks:

- Attend regular OAC meetings during the course of construction, advising on owner questions related to DB Team processes, details, requests for information, submittals and other project controls related to the construction delivery process.
- Review Contractor's applications for payment and advise the owner on the appropriate response to project progress.
- Assist the owner in any owner-required review of product or systems submittals, material or product selection or substitutions, design details, or other changes during construction.
- Assist the owner in review of bulletins and change order proposals.

Anticipated Hours: (4 hours avg. per week x 50 weeks)

200 hours

Indemnity

The Client agrees to indemnify, defend, and hold StudioCKA, LLC harmless against any and all actual or consequential damages in excess of the fees herein, as well as any actions, causes of action, fines, costs and claims arising out of or in any way relating to this project not the result of willful misconduct or gross negligence by StudioCKA, LLC.

Excluded Services:

- Review of Design/Build Contracts
- Submittal of entitlement review documents, utility development or applications, or approvals with agencies having jurisdiction.
- Review of engineering documents other than for general compliance with the design documents.
- Review or approval of any construction means and methods.
- Review of any hazardous material testing, mitigation or abatement.
- Geotechnical engineering, surveying, environmental reports.
- LEED document review or submittal preparation.

Fee Proposal

StudioCKA offers this proposal to provide owner advisory services for the project. Chris Kastelic, president of StudioCKA will provide the requested services for an **hourly rate of \$140/hour**. All services will be billed on an hourly basis for services specifically requested and approved by the Owner prior to incurring expense, with the provided estimates for budgeting purposes only

Fee Estimate

Design Phase Services

1. Predesign Phase	(7 hours)	\$ 980
2. Design Phases	(100 hours)	\$14,000
Design Documentation Review	(50 hours)	\$ 7,000
Design Phase Proposed Fees		\$21,980

Construction Phase Services

3. Construction Phase	(200 hours)	\$28,000
Total Estimated Fee for All Services		\$28,000

Reimbursable expenses are assumed to be included in the above fee estimate.



SUBJECT FOR DISCUSSION

A Resolution Approving a Request for a Special Use Permit by Western Midstream for a Buried Gathering Pipeline.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Applicant has submitted a request for a Special Use Permit that would allow for a four-inch buried gathering pipeline to carry crude oil to an existing gathering system. Once construction is complete, the site will be reclaimed to the original grade and either be reseeded with a seed mixture based on landowners preference or a dryland pasture seed mix.

The route of the pipeline has had to change since the initial hearings for this permit. This is why staff is bringing this back to public hearings for approval of the new route. The 4-inch line will carry crude oil to an existing gathering system. The line will originate at the O&G facility located on SE corner of parcel ID # 130930000076 south of County Road 18. The line will run north through parcel ID # 130919303007 east along County Road 25. From there the line will leave the jurisdiction of Fort Lupton.

The proposed use is specifically listed as requiring a special use permit in all zone districts in the Fort Lupton Development Code. 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. A special use review requires a public hearing before Planning Commission and City Council.

All notification requirements were met, including posting notice of the hearings on the property at least 15 days prior to this public hearing, mailing notice to property owners within 1000 feet of the site, and publishing notice of the hearing at least 15 days prior to the hearing.

FINANCIAL CONSIDERATIONS

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

The City Council has the following four options for each request:

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

STAFF RECOMMENDATIONS

Planning Commission and Staff recommend conditional approval of the Western Midstream Pipeline Special Use Permit. The conditions are listed in the proposed resolution provided to Council.

Attachments:

- a. Proposed Resolution P2024-RXXX

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

- b. Planning Commission Resolution P2025-003
- c. Planning Commission Minutes
- d. Staff Report
- e. Project Narrative
- f. Special Use Permit Sheets
- g. Legal Notifications

RESOLUTION NO. 2025RXXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING A SPECIAL USE PERMIT FOR A GATHERING PIPELINE BY WESTERN MIDSTREAM, ON THREE PARCELS LOCATED IN PORTIONS OF THE NORTHWEST QUATER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M. AND A PORTION OF THE SOUTHWEST QUATER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on February 13, 2025, for the purpose of reviewing the application from Western Midstream for a special use permit for a gathering pipeline; 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 March 4, 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 1,000 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 Land Fed 10-29HZ Special Use Permit for ten horizontally drilled oil and gas wells and one production facility, with the following conditions:

I. Prior to construction:

- A. Special Use Permit map set 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 4th DAY OF MARCH, 2025.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

RESOLUTION NO. P2025-003

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF A SPECIAL USE PERMIT FOR A BURIED GATHERING PIPELINE, ON THREE PARCELS LOCATED IN PORTIONS OF THE NORTHWEST QUATER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M. AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on February 13, 2025, for the purpose of reviewing the application from Western Midstream for a special use permit for a buried gathering pipeline; 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 1000 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 Western Midstream Pipeline for a portion of a buried gathering pipeline, conditional upon the following:

I. Prior to construction;

A. Sheets shall be submitted to the Community Development Office for recording

DONE THIS 13TH DAY OF FEBRUARY, 2025, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.

Chairman

ATTEST:

Planning Director

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
February 13, 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, February 13, 2025.

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

ROLL CALL

Commissioners Present: Chair Mike Simone, Commissioners Kathy Kvasnicka, Shannon Rhoda and Shannon Wiens. Commissioner Jimmy Dominguez joined online via GoTo.

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

APPROVAL OF AGENDA

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

CONSENT AGENDA

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

PUBLIC COMMENT

There were no public comments.

ACTION ITEM

P2025-003 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF A SPECIAL USE PERMIT FOR A BURIED GATHERING PIPELINE

Planner Sean McDermott introduced the item submitted by Western Midstream for a special use permit for a buried gathering pipeline. This item was previously presented to Planning Commission in September but due to a route change of the pipeline the updated item is being presented again. The 4-inch line will carry crude oil to an existing gathering system. The line will originate at the O&G facility and travel north along the property line where it will turn west along County Road 18 and then north along County Road 25. The property's zoning remains agriculture which conforms with the comprehensive plan as this area is designated mineral zone. All notification requirements were met.

David Van der Vieren with Western Midstream was in attendance to give a presentation. An overview of all active and inactive oil and gas wells in the area was presented, along with the scope of the project, including the route change. He explained that their floodplain permit had already been approved, as well as their ROW permits.

Chair Simone opened the hearing for commissioner comments.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
February 13, 2025**

Commissioners discussed:

- The requirements the City of Aurora set that led to the change of route

Chair Simone opened up for public comments at 6:05pm.

There were no public comments.

Chair Simone closed the public comments at 6:05pm.

After discussion Commissioner Kvasnicka moved to approve P2025-003 A Resolution of The Planning Commission of Fort Lupton Recommending to City Council Approval of a Special Use Permit for a Buried Gathering Pipeline. Commissioner Rhoda seconded.

Motion passed unanimously on a roll call vote.

DISCUSSION ITEMS

Planner Sean McDermott explained that the Planning Department is planning to update Fort Lupton's Comprehensive Plan by the end of 2025. The goal is to gather more public input from residents and establish a diverse Planning Advisory Committee composed of voluntary residents, business owners, City Council members, FLURA representatives, Planning Commission members, city staff, and a youth representative. The Planning Commission has agreed to vote on the two members who will join the Planning Advisory Committee at the next meeting.

FUTURE BUSINESS

The next Planning Commission meeting is scheduled for February 27th, 2025.

ADJOURNMENT

Chair Simone moved to adjourn the meeting at 6:18 PM.

Submitted by

Beyza Kirmizi
Planning Administrative Assistant

Approved by Planning Commission

Mike Simone
Chair



**WESTERN MIDSTREAM PIPELINE
SPECIAL USE PERMIT
STAFF REPORT
PLAN NO. SUP24-004**

PROJECT DESCRIPTION

Project No.: Plan No. SUP24-004

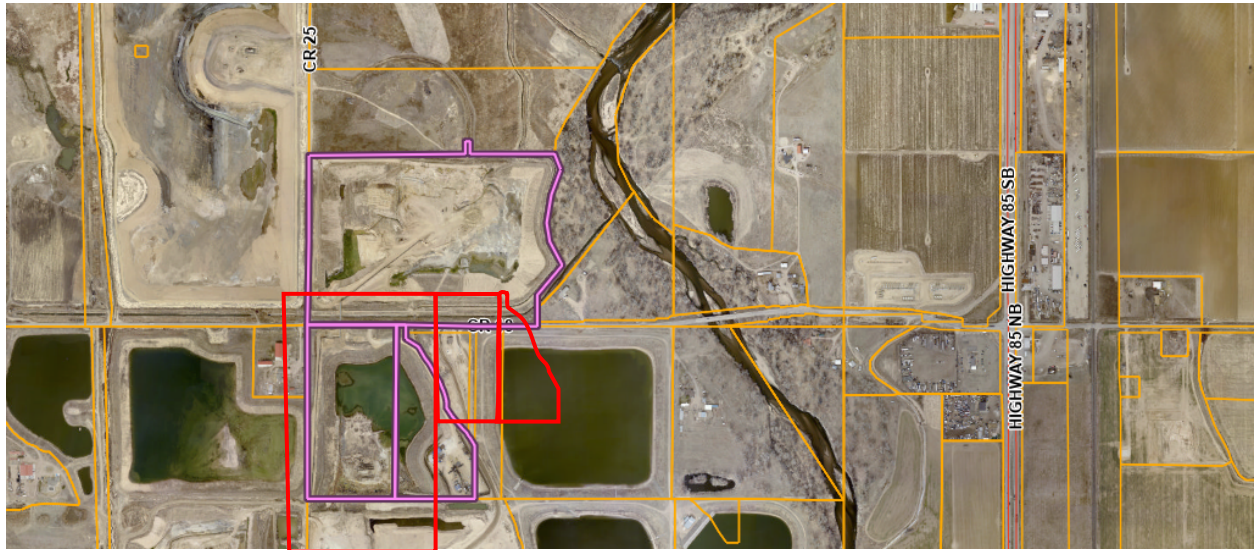
Project Name: Western Midstream Pipeline

Owners: City of Aurora owns the parcels within city limits effected by this project. The owner of the pipeline project is WES Wattenberg Oil Complex.

Representative: David Van Der Vieren, Western Midstream

Location of Request:

This pipeline will extend through portions of Weld County and will be located within three parcels within the City of Fort Lupton's Municipal Boundaries. All four parcels where work is being performed are immediately adjacent along the southern side of County Road 18 and south of the intersection with County Road 25.



Nature of Request:

The Applicant has applied for a Special Use Permit for a buried gathering pipeline. The route of the pipeline has had to change since the initial hearings for this permit. This is why staff is bringing this back to public hearings for approval of the new route. The 4-inch line will carry crude oil to an existing gathering system. The line will originate at the O&G facility located on SE corner of parcel ID # 130930000076. The line will run north through parcel ID # 130919303007. From there the line will leave the jurisdiction of Fort Lupton.

Where relevant, the site will be reclaimed to the original grade and either be reseeded with a seed mixture based on landowners preference or a dryland pasture seed mix.

Site Size: The three parcels in city limits make up a combined 88.60 acres more or less.

Zone District: 'A' - Agriculture

Proposed Use: Buried oil and gas pipeline with soil reclamation.

Existing Use: Post-mining water reservoirs for the City of Aurora.

Hearing Dates: Planning Commission – February 13, 2025 at 6:00PM
City Council – March 4, 2025 at 6:00 PM

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

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

APPLICATION PROCESS

The Applicant is requesting approval of a 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 August 29, 2024.

Notice of the public hearings was posted at least fifteen (15) days prior to the hearings, as required by the Fort Lupton Development Code. The signs were posted on two of the parcels where work is proposed on September 10, 2024

Notice was mailed to neighbors within one thousand (1000) feet of the Property on September 10, 2024.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

The property is zoned Agriculture. The Code requires that oil and gas wells, drilling infrastructure, and production facilities obtain a special use permit in all zone districts.

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 site plan for the proposed project complies with the standards set forth within the Fort Lupton Development Code.

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. Oil and gas pipeline projects fit under the land use "Utility-Pipeline", which requires a Special Use Permit in all zone districts.

This oil and gas pipeline is located in an area that has been targeted as "Mineral Zone" within the Comprehensive Plan's Future Land Use Map. Any associated site development or construction complies with requirements of The Fort Lupton Development code, including any conditions or additional requirements identified for the particular use. The Special Use Permit Application that was submitted clearly shows all the planned and reasonably anticipated areas of work.

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: This temporary timeline to install the pipeline is compatible with the surrounding industrial uses.

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: Mitigation and reclamation efforts that will be taken by the Applicant are discussed in the previous section. Additionally, sound and environmental impacts are regulated by the State of Colorado.

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 II. Fort Lupton's 2024 3-Mile Plan designates much of the area is dry agricultural, irrigated agricultural and riparian lands. The City of Fort Lupton Comprehensive Plan designates some land in this quadrant for trail access, parks and open space. 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 a Mineral Zone ([Future Land Use Map](#)). Below is the excerpt text from page 40 of the 2018 Comprehensive Plan regarding Mineral Zones:

“The mineral zone is comprised of land with a high concentration of mineral resources that extends the length of Fort Lupton’s planning area along the South Platte River. Per state law, the City must allow for the adequate removal of resources from this area prior to development. As a result of this requirement, the area enables mineral extraction operations that are generally industrial in nature, as well as a mix of agricultural uses. A significant portion of the mineral zone is included within either the floodway or floodplains of the South Platte River.

In the long-term, the City should preserve this area appropriately to ensure the health of the South Platte River and establish an open space greenway along the waterway. As resource extraction operations come offline, the City should convert these properties to parks and open spaces based on their proximity to the River. Given the size of the mineral zone, however, complete preservation of the mineral zone may not be necessary. Properties outside the flood-way and floodplains should be reviewed on a site-by-site basis as resources are extracted to determine appropriate uses, such as residential growth.”

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

ALTERNATIVE COMPLIANCE

No alternative compliances are currently being requested in this project.

REFERRALS

Referrals were provided to the list below. All comments received can be found at:

<https://www.fortluptonco.gov/DocumentCenter/Index/899>.

City Administrator	Building Inspector	Economic Development Manager
City Attorney	GIS Specialist	Development Review Engineer
Police Chief	Public Works Director	Finance Director
Fort Lupton Fire Protection District	CDOT	Army Corps of Engineers
United Power	Comcast	CenturyLink
Xcel Energy	Hyper Fiber	Weld County Department of Planning
Weld County Department of Public Health & Environment	Weld County Public Works	Weld County GIS
Platteville Ditch Company	Western Midstream	

STAFF RECOMMENDATION

Staff and Planning Commission recommend approval with conditions listed in the resolution.

Additional documents are available for review at:

<https://www.fortluptonco.gov/DocumentCenter/Index/899>.

PROJECT NARRATIVE

Section 30, Township 2N, Range 66W

Town of Fort Lupton, County of Weld, State of Colorado

Parcel ID# 130930000076, 130930000075, 130919303007

Project Owner/Operator: WES Wattenberg Oil Complex

Project Name: Petro Everest Line

A buried gathering pipeline will be built within the town of Fort Lupton with an anticipated start date of Q3 of 2024. The 4 in line will carry crude oil to an existing gathering system. The line will originate at the O&G facility located on SE corner of parcel ID # 130930000076. From there the line will travel NNW along the property line where it will turn due west, just south of CR 18. The Line will then travel West until it reaches the NW corner of parcel ID # 130930000075. From there the line will turn to the north, crossing CR 18 to the SW corner of parcel ID # 130919303007. From there the line will run north along the property line till it exits the Town of Fort Lupton.

All activities are covered under a field-wide Storm Water Permit with the CDPHE and Best Management Practices (BMPs) will be used to mitigate any Storm Water/erosion impacts.

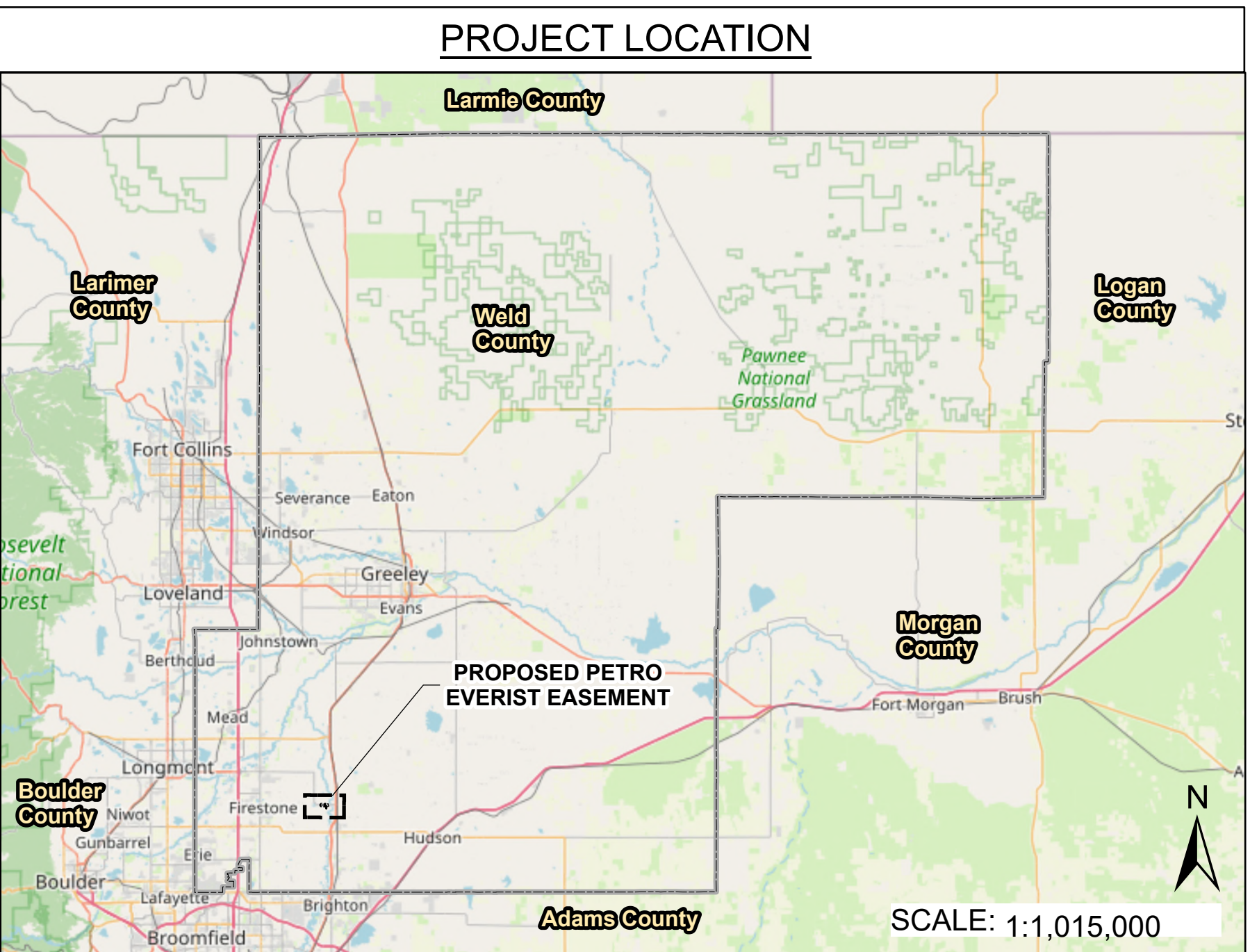
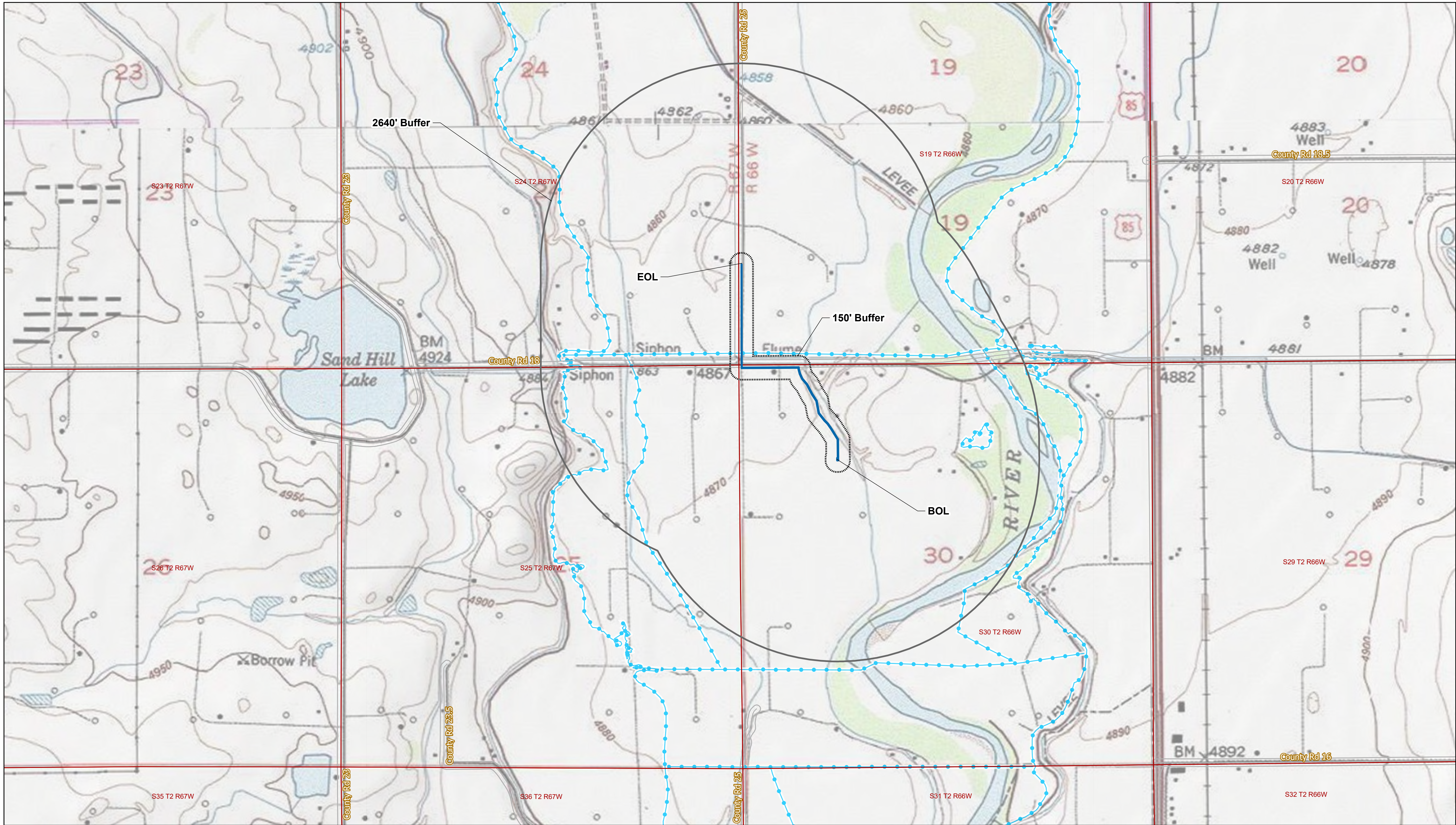
The tentative construction schedule is as follows:

- Construction is anticipated to begin Q1 of 2025.

The surrounding areas are used primarily for Agriculture and have Oil and Gas Infrastructure dispersed throughout. This line is not anticipated to have any effect on the effect or surrounding parcels' land use.

The site will be reclaimed to the original grade and either be reseed with a seed mixture based on landowners preference or a dryland pasture seed mixture.

SPECIAL USE MAP FOR PETRO-EVERIST PIPELINE Project No. SUP24-004
APPROXIMATELY 3522.12 FT. OF 6" CARBON STEEL LP GAS PIPELINE
& APPROXIMATELY 3506.37 FT. OF 4" CARBON STEEL OIL PIPELINE
FOR WESTERN MIDSTREAM PARTNERS
LOCATED IN SECTION 30 T2N R66W & SECTION 24 T2N R67W
OF THE 6TH PM, WELD COUNTY, COLORADO



NOTES:
Final grading, earth materials, and Dryland Pasture
for reclamation.

DEVELOPMENT STANDARDS:

1. Applicant shall adhere to those Development Standards as outlined in Chapter 21 Article VI Division 3 of the Weld County Code.
2. Pipelines permitted through this process shall meet the requirements set forth in the Right-of-Way Use Permit, by the Department of Public Works in accordance with Section 12-4-10.
3. The property owner or operator shall be responsible for controlling noxious weeds on the site, pursuant to Chapter 15, Article I and II, of the Weld County Code. (Department of Public Works)
4. The access to the site shall be maintained to mitigate any impacts to the public road, including damages and/or off-site tracking. (Department of Planning - Development Review)
5. The approved access and tracking control shall be constructed prior to construction of the pipeline. (Department of Planning - Development Review)
6. There shall be no parking or staging of vehicles on public roads. On-site parking shall be utilized. (Department of Public Works)
7. Any work that may occupy and or encroach upon any County rights-of-way or easement shall acquire an approved Right-of-Way Use Permit prior to commencement. (Department of Public Works)
8. A Transport Permit shall be acquired from all Contractors and Subcontractors hauling in Oversized or Overweight equipment or materials. (Department of Public Works)
9. The operator shall comply with all requirements provided in the executed Construction Road Maintenance Agreement. (Department of Planning - Development Review)
10. During construction, all liquid and solid wastes (as defined in the Solid Wastes Disposal Sites and Facilities Act, 30-20-100.5, C.R.S.) shall be stored and removed for final disposal in a manner that protects against surface and groundwater contamination.
11. During construction, no permanent disposal of wastes shall be permitted at this site. This is not meant to include those wastes specifically excluded from the definition of a solid waste in the Solid Wastes Disposal Sites and Facilities Act, 30 20 100.5, C.R.S.
12. During construction, waste materials shall be handled, stored, and disposed in a manner that controls fugitive dust, fugitive particulate emissions, blowing debris, and other potential nuisance conditions. The facility shall operate in accordance with Chapter 14, Article 1 of the Weld County Code.
13. Fugitive dust and fugitive particulate emissions shall be controlled throughout the duration of construction of the pipeline and until ground cover is established. Uses on the property shall comply with the Colorado Air Quality Commission's air quality regulations.
14. The applicant shall submit an Air Pollution Emission Notice (A.P.E.N.) and Emissions Permit Application and obtain a permit from the Air Pollution Control Division, Colorado Department of Public Health and Environment, as applicable.
15. During construction, adequate toilet facilities and handwashing units shall be provided. Portable toilets are acceptable. Portable toilets shall be serviced by a cleaner licensed in Weld County and shall contain hand sanitizers.
16. After project completion, site will undergo reclamation to its natural state.

APPLICANT OR AUTHORIZED AGENT THE UNDERSIGNED DO HEREBY AGREE TO THE LOCATION ASSESSMENT FOR PIPELINES STANDARDS AS DESCRIBED HEREON THIS ____ DAY OF _____, 20 ____.	
PRINT FULL NAME _____	TITLE _____
SIGNATURE _____	NAME OF COMPANY _____
NOTARY PUBLIC ACKNOWLEDGMENT STATE OF COLORADO) COUNTY OF WELD) SS. THE FOREGOING CERTIFICATION WAS ACKNOWLEDGE BEFORE ME THIS DAY OF _____, 20 ____. MY COMMISSION EXPIRES _____, 20 ____. WITNESS MY HAND AND SEAL _____ NOTARY PUBLIC	

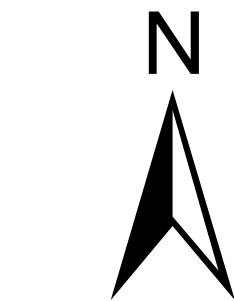
OIL AND GAS ENERGY DEPARTMENT DIRECTOR THE LOCATION ASSESSMENT FOR PIPELINE PLAT IS ACCEPTED AND APPROVED BY THE OIL AND GAS ENERGY DEPARTMENT FOR FILING.	
DIRECTOR, OIL AND GAS ENERGY DEPARTMENT	
SIGNATURE _____	
NOTARY PUBLIC ACKNOWLEDGMENT STATE OF COLORADO) COUNTY OF WELD) SS. THE FOREGOING CERTIFICATION WAS ACKNOWLEDGE BEFORE ME THIS DAY OF _____, 20 ____. MY COMMISSION EXPIRES _____, 20 ____. WITNESS MY HAND AND SEAL _____ NOTARY PUBLIC	

ROW STATEMENT (SEC. 23-2-1140.E):

PIPELINES PERMITTED THROUGH THIS LOCATION ASSESSMENT FOR PIPELINES PROCESS SHALL MEET THE REQUIREMENTS SET FORTH IN THE RIGHT-OF-WAY USE PERMIT, BY THE DEPARTMENT OF PUBLIC WORKS IN ACCORDANCE WITH SECTION 12-4-10.

Legend

- PETRO EVERIST
- 100 Year Floodplain
- 150' BUFFER
- 2640' BUFFER



Western Midstream

Scale:
0 1,600 Feet
1 inch = 800 feet

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
520 STACY COURT, STE. B • LAFAYETTE, COLORADO 80026
TELEPHONE: (303) 666-0379
WWW.TOPOGRAPHIC.COM

PETRO EVERIST
6" Gas & 4" Oil Lines
Project No. SUP24-004

S25 T2N R67W & S30 T2N R66W
of the 6TH PM, Weld County, Colorado

Size: 24"x36"	Page No. 1 OF 3
Job: 1005756	Date: 1/3/2025
By: AFG	Revision: 05

SPECIAL USE MAP FOR PETRO-EVERIST PIPELINE Project No. SUP24-004
APPROXIMATELY 3522.12 FT. OF 6" CARBON STEEL LP GAS PIPELINE
& APPROXIMATELY 3506.37 FT. OF 4" CARBON STEEL OIL PIPELINE
FOR WESTERN MIDSTREAM PARTNERS
LOCATED IN SECTION 30 T2N R66W & SECTION 24 T2N R67W
OF THE 6TH PM, WELD COUNTY, COLORADO

PROPERTY DESCRIPTION

A parcel of land in the City of Fort Lupton, Colorado, located in the NE/4 of Section 25, T2N, R67W of the 6th P.M. and the NW/4 of Section 30, T2N, R66W of the 6th P.M. and more particularly described as follows:

Lot B of Recorded Exemption 1311-25-1 RE-4600 at Reception Number 3486659. And a Lot 1 and a portion of Lot 2 of the Lupton Meadows Land Co. Map Division No. 3 at Reception Number 142526.

OWNER'S APPROVAL

Know All Men By These Presents, that I/we, _____, being the sole owner 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 _____, 202__.

STATE OF COLORADO)
COUNTY OF WELD) ss

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGE BEFORE ME THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES _____, 20____.

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 ADMINISTATOR'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.

Mayor

Attest:

City Clerk
(Seal)



520 STACY COURT, STE. B • LAFAYETTE, COLORADO 80026
TELEPHONE: (303) 666-5279
WWW.TOPOGRAPHIC.COM

PETRO EVERIST

6" Gas & 4" Oil Lines

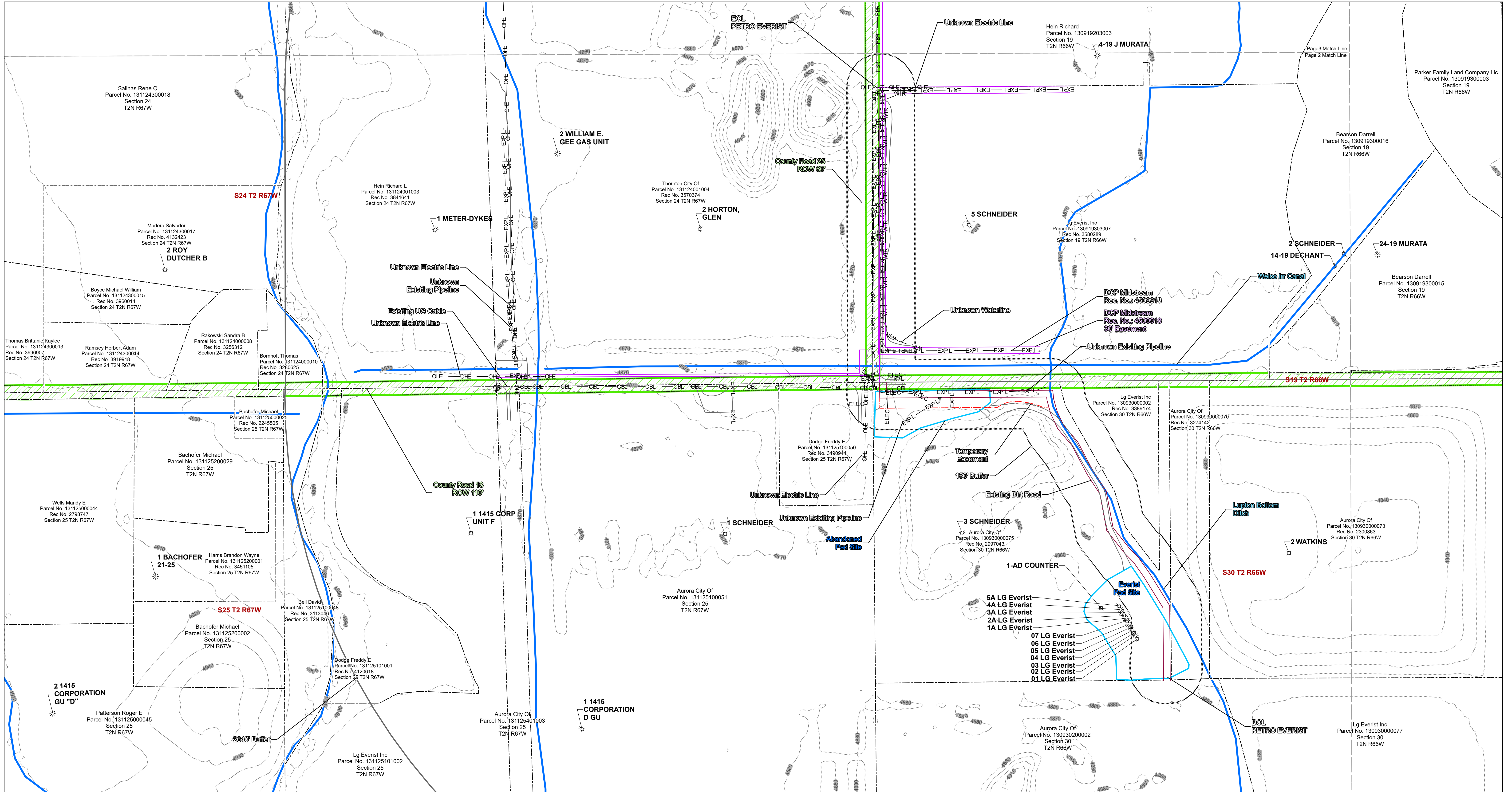
Project No. SUP24-004

S30 T2N R66W & S24 T2N R67W
of the 6TH PM, Weld County, Colorado

Size:	24"x36"	Page No.	2 OF 3
Job:	1005756	Date:	1/3/2025
By:	AFG	Revision:	05

G:\SURVEY\KERR_MCGEE_GATHERING\PETRO_EVERIST_GAS\0_GIS\PAP\PAP.aprx

Page 54 of 167



LEGEND

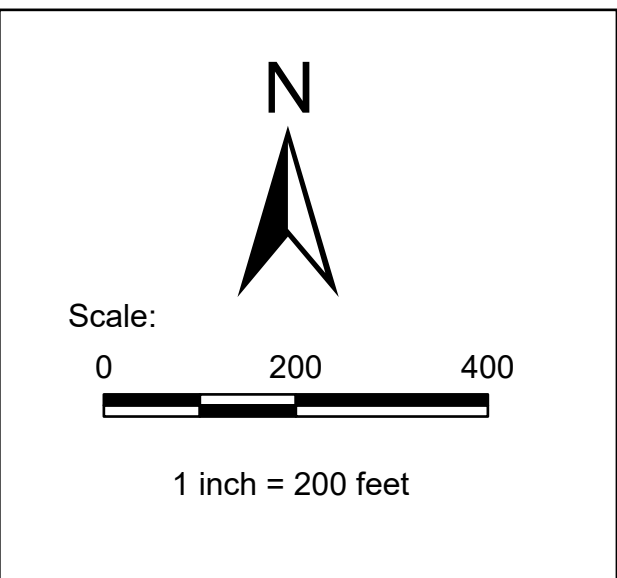
	Well Location		Temporary Easement		Section Boundary		Site Boundary
	Waterways		Existing Electric Line		Landowner Parcels		Match Line
	Elevation Contours		Existing Pipeline		150' Buffer		
	Existing Road		Existing Easement		2640' Buffer		
	Permanent 50' Easement		Existing Lap22-0015		Fort Lupton Road ROW		

Western Midstream

TOPOGRAPHIC

LOYALTY INNOVATION LEGACY

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TELEPHONE: (303) 666-0379
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PETRO EVERIST			
6" Gas & 4" Oil Lines			
Project No. SUP24-004			
S30 T2N R66W & S24 T2N R67W of the 6TH PM, Weld County, Colorado			
Size:	24"x36"	Page No.	3 of 3
Job:	1005756	Date:	1/3/2025
By:	AFG	Revision:	05

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 1/23/2025, 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.



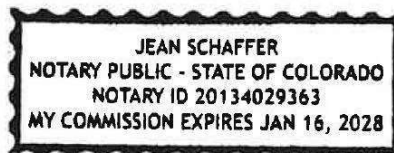
For the Fort Lupton Press

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 1/23/2025. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20134029363-200798

Jean Schaffer
Notary Public
My commission ends January 16, 2028



Public Notice

CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a **Special Use Permit** referred to as the **Western Midstream Pipeline**. This pipeline will extend through three parcels within the City of Fort Lupton's Municipal Boundaries before extending into Weld County. All three parcels where work is being performed are immediately adjacent along the southern and northern sides of County Road 18 and east of County Road 25 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, February 13th, 2025, at 6:00 P.M., and before the City Council on Tuesday, March 4th, 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.

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

ALL INTERESTED PERSONS MAY ATTEND.

LEGAL DESCRIPTIONS

L2 NW4 30-2-66 LUPTON MEADOWS
LAND CO DIV #3 EXC E4.94 ACRES ALSO
EXC PARCELS A-B-C-D-E (.10R2D)

L1 NW4 30-2-66 LUPTON MEADOWS
LAND CO DIV #3 (.46R)

LMLC3 L7 LUPTON MEADOWS LAND CO
DIV 3 VAC & REP L1 THRU 8 PT 19-2-66
(.45R)

Legal Notice No. FLP1194
First Publication: January 23, 2025
Last Publication: January 23, 2025
Publisher: Fort Lupton Press



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on **the 29th day of January, 2025**, a true and correct copy of the foregoing Notice of Public Hearings for the **Western Midstream Special Use Permit** was sent via United States Mail, postage pre-paid, to the following addresses:

TRYCYLCE LANE TEXAS LLC 10100 DALLAS ST HENDERSON, CO 806408491	BEARSON DARRELL 9208 COUNTY ROAD 25 FORT LUPTON, CO 806219308	LG EVERIST INC 350 S MAIN AVE STE 400 SIOUX FALLS, SD 571046312
CITY OF AURORA 15151 E ALAMEDA PKWY STE 3600 AUROR, CO 800121555	CITY OF THORNTON 9500 CIVIC CENTER DR THORNTON, CO 802294326	DODGE FREDDY E 11992 COUNTY ROAD 18 FORT LUPTON, CO 806218804
PARKER FAMILY LAND COMPANY LLC 12877 COUNTY ROAD 18 FORT LUPTON, CO 806218805	KINNENAR MARK L 12857 COUNTY ROAD 18 FORT LUPTON, CO 806218805	HILL FAMILY TRUST 12526 COUNTY ROAD 18 FORT LUPTON, CO 806218806



City Official



Planning & Building

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

Phone: 303.857.6694
Fax: 303.857.0351

CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a **Special Use Permit** referred to as the **Western Midstream Pipeline**. This pipeline will extend through portions of Weld County and will be located within three parcels within the City of Fort Lupton's Municipal Boundaries. All parcels where work is being performed are immediately adjacent to County Road 18 and east and adjacent to County Road 25 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, **February 13th**, 2025 at 6:00 P.M., and before the City Council on Tuesday, **March 4th**, 2025 at 6:00 P.M. or as soon as possible thereafter.

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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 AND SCROLLING DOWN TO THE ROW TITLED: **Western Midstream Pipeline, SUP24-004**

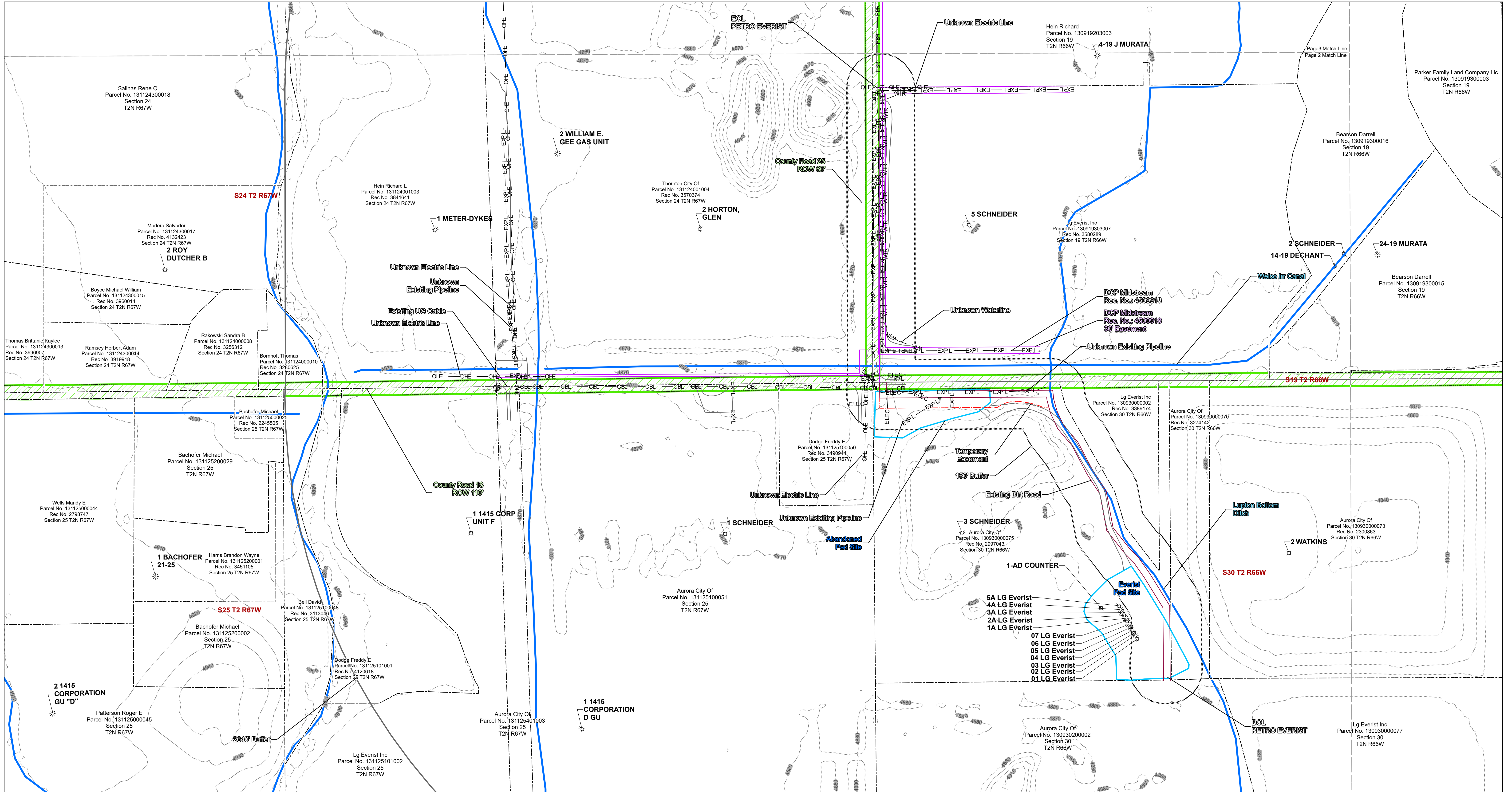
ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

L2 NW4 30-2-66 LUPTON MEADOWS LAND CO DIV #3 EXC E4.94 ACRES ALSO EXC PARCELS A-B-C-D-E (.10R2D)

L1 NW4 30-2-66 LUPTON MEADOWS LAND CO DIV #3 (.46R)

LMLC3 L7 LUPTON MEADOWS LAND CO DIV 3 VAC & REP L1 THRU 8 PT 19-2-66 (.45R)



LEGEND

	Well Location		Temporary Easement		Section Boundary		Site Boundary
	Waterways		ELEC—ELEC Existing Electric Line		Landowner Parcels		Match Line
	Elevation Contours		EXPL—EXPL Existing Pipeline		150' Buffer		
	Existing Road		Existing Easement		2640' Buffer		
	Permanent 50' Easement		Existing Lap22-0015		Fort Lupton Road ROW		

Western Midstream

TOPOGRAPHIC

LOYALTY INNOVATION LEGACY

520 STACY COURT, STE. B - LAFAYETTE, COLORADO 80026
TELEPHONE: (303) 666-0379
WWW.TOPOGRAPHIC.COM

N

Scale:

0 200 400

1 inch = 200 feet

PETRO EVERIST

6" Gas & 4" Oil Lines

Project No. SUP24-004

S30 T2N R66W & S24 T2N R67W
of the 6TH PM, Weld County, Colorado

Size:	24"x36"	Page No.	3 of 3
Job:	1005756	Date:	1/3/2025
By:	AFG	Revision:	05



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 720.928.4003
Fax: 303.857.0351

www.fortluptonco.gov

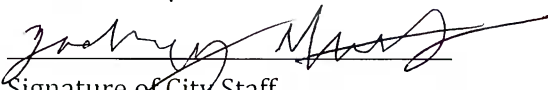
Sign Posting Affidavit

Western Midstream
Project No. SUP24-004



Facing west at the intersection of CR 18 and CR 25

I, ZACHARY METTLER hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 31st day of JANUARY, 2025.


Signature of City Staff

The foregoing instrument was acknowledged before me by Zachary Mettler, this 7th day of February, 2025. Witness my hand and seal.

My commission expires March 9, 2027.


Notary Public

AMBER PHILLIPS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144004824
MY COMMISSION EXPIRES MARCH 09, 2027



SUBJECT FOR DISCUSSION

Award Change Order #2 to Contract with Thalle Construction Co, Inc. for an Amount Not to Exceed \$272,308.14 for the METRO Connection Force Main & Lift Station Project from the Utility Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Contract was awarded to Thalle Construction on February 7, 2024 for the construction of the METRO connection force main and conversion of the WWTP to a lift station.

Change Order No. 1, issued November 12, 2024 modified the distance between marker post, increasing the total number to 33. The cost increase was \$12,250.00.

Change Order No. 2 provides a dewatering allowance for unanticipated groundwater interference between Stations 76+00 to 96+00 (not to exceed \$272,308.14). This provides 60 hours of additional work, 21 dewatering well installations and 45 days of dewatering operations.

Contracted construction is \$25,919,700. As of January 2025, total construction billings for the project are \$6,854,091.68 (26%). Length of pipe installed 13,805 of 33,000 LF (~42%)

FINANCIAL CONSIDERATIONS

The USDA total project budget of \$51,756,970.00 includes:

- METRO buy-in of \$20,952,970.00
- Engineering Services/Administration of \$2,292,330.00
- Construction cost of \$25,919,700.00
- Contingencies of \$2,591,970.

The 2 Change Orders amount to \$284,558.14 (approximately 11% of contingency budget).

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve Change Order #2
- Do not approve

STAFF RECOMMENDATIONS

Staff recommends approving Change Order No. 2 with Thalle Construction Co, Inc. for an amount not to exceed \$272,308.14 for the dewatering required on the METRO Force Main and Lift Station Project from the Utility Fund.

- Attachments:**
- a. Change Order #2 – Thalle
 - b. Jan 2025 USDA Pay Application Summary

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

CHANGE ORDER NO.: 002

Owner:	City of Fort Lupton, CO	Owner's Project No.:	FTL2023-015
Engineer:	Burns & McDonnell	Engineer's Project No.:	169164
Contractor:	Thalle	Contractor's Project No.:	
Project:	Metro Connection FM & LS		
Contract Name:	Metro Connection FM & LS		
		Effective Date of Change	
Date Issued:	2/12/2025	Order:	2/12/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

Dewatering of the excavation between Station 76+00 through 96+00 shall be paid for as requested in Contract Modification Proposal #2. No further payment beyond that described within this Change Order shall be paid for dewatering activities until and unless any such future change order says otherwise.

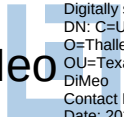
Attachments:

RFI 08 & RFI #14

Thalle's Contract Modification Proposal #2

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 25,919,700.00	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
Increase from previously approved Change Orders \$ 12,250.00	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ 25,931,950.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
Increase this Change Order: \$ 272,308.14	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 26,204,258.14	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

	Recommended by Engineer (if required)	Authorized by Owner
By:	<u>Ryan Brong</u>	<u></u>
Title:	<u>Engineer of Record</u>	<u></u>
Date:	<u>2/11/2025</u>	<u></u>
	<u>Signed by Contractor</u>	<u>Approved by Funding Agency (if applicable)</u>
By:	<u>Paul DiMeo</u>	<u></u>
Title:	<u>Project Executive</u>	<u></u>
Date:	<u>2/20/2025</u>	<u></u>


 Digitally signed by Paul DiMeo
 DN: C=US, E=pdimeo@thalle.com,
 O=Thalle Construction Co Inc,
 OU=Texas Division, CN=Paul
 DiMeo
 Contact Info: Project Executive
 Date: 2025.02.20 10:04:11-07'00'



The City of Fort Lupton



Metro Connection Force Main & Lift Station

REQUEST FOR INFORMATION

RFI #: 8
JOB#: 24-396
DATE: 10/18/2024

Submitted To:

Burns & McDonnell
9191 S Jamaica Street
Englewood, CO 80112
ATTN: Ryan Brong

Submitted By:

Thalle Construction Company, Inc.
Josh Kuper (Sr. Project Manager)
jkuper@thalle.com

Subject:

Water Elevation and Dewatering

Author(s):

Robert Caison

Copies To:

Ashley Cleveland - Burns & McDonnell

Cost Impact:

Yes

\$ Amount:

TBD

Schedule Impact:

Yes

Days:

TBD

Drawing Impact:

2CU-106,2CU-107,2CU-108

Information Requested:

Date Required: 1/0/1900

Attachments 1 and 2 of the contract are the Geotechnical Data Report and Geotechnical Baseline Report done by Lithos in October of 2022. Within these documents were boring reports were measured ground water levels with elevations. This information was used by Thalle and its subcontractors to develop a dewatering plan.

In the beginning of October Thalle conducted pothole operations to test if subsequent sections of work are dry. During these tests, Thalle encountered actual water elevations higher than the Lithos provided elevations in the GBR and GDR. See attached drawings with GDR noted elevations and actual water elevations measured by Thalle. Based on Thalle's findings there are up to 3-5' differences in water elevation from the GDR. The areas of impact are approximately STA 76+00 - 96+00. This significant difference in anticipated water level will impact Thalle's construction operations.

Thalle will now have to dewater in these additional locations, which also requires additional traffic control support for installing dewatering wells plus slower production rates. Thalle will prepare a Change Order accordingly after allowing review of this RFI.

BMCD Response:

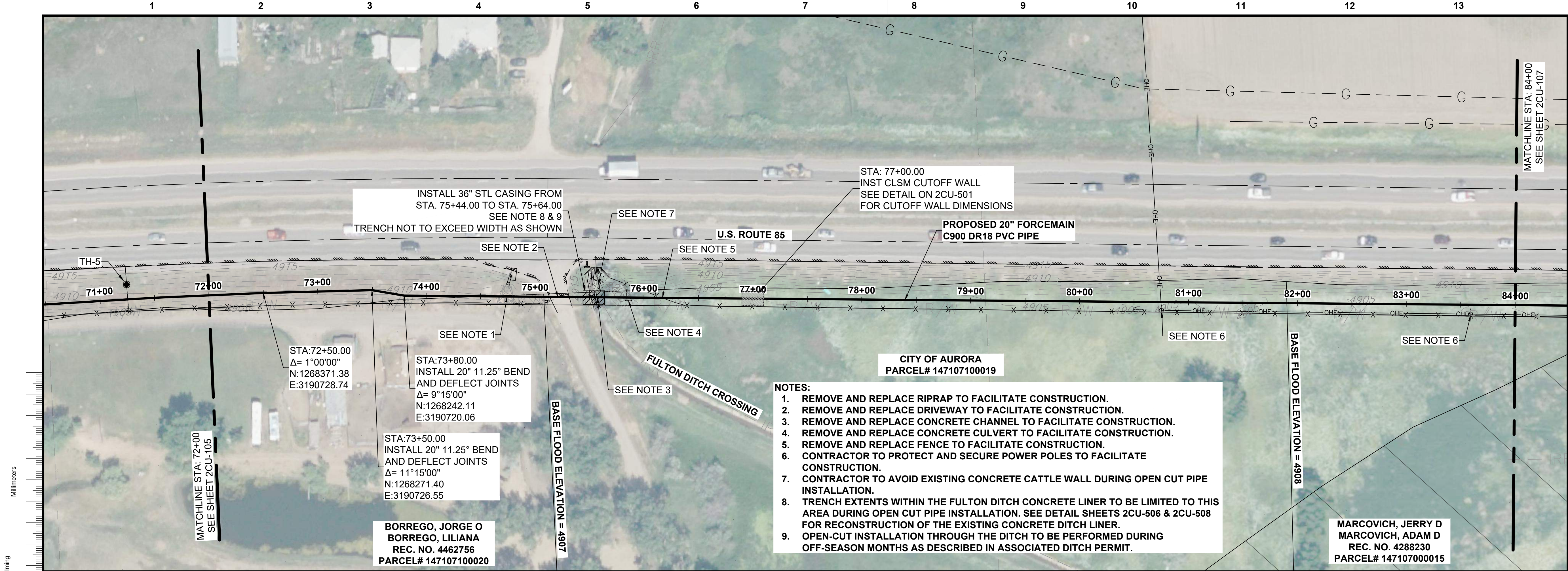
From 4.1.5 of Attachment 1, Geotechnical Data Report: "Fluctuations in groundwater levels may occur due to variations in the water level of nearby rivers, precipitation, seasonal moisture variations, temperature, future site development and other factors not evident at the time that these measurements were made." The transient nature of the groundwater table was indicated in the GDR. Additionally, from Technical Specifications 01 29 00 1.04.A: "All dewatering shall be at no additional cost to the Owner...All labor, materials, equipment, etc. required to construct the Project under wet conditions are incidental to the Work and therefore no additional payment will be made under any circumstances."

Answered By: Katrina Mason

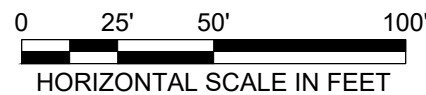
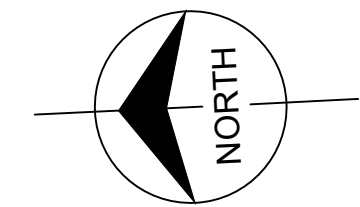
Date Answered: 10/24/2024

Accepted By:

Date Accepted:



no.	date	by	ckd	description
0	11/20/23	RSB	KH	ISSUED FOR BID
1	02/07/24	RSB	KH	ISSUED FOR CONSTRUCTION



9785 MAROON CIRCLE, SUITE 400
CENTENNIAL, CO 80112
303-721-9292

date	JUNE 2022	detailed	K. WEISS
designed	R. BRONG	checked	K. HENSKE



METRO CONNECTION
FORCE MAIN & LIFT STATION
FORCE MAIN PLAN AND PROFILE 007
STA. 72+00 TO STA. 84+00

project	139581	contract	
drawing	2CU-106	rev.	1
sheet	20	of	sheets
file	139581_2CU-106.dwg		

BORING: B-12

Project Name: Fort Lupton Metro Connection
 Project Number: 21166
 Client's Name: Burns & McDonnell
 Owner's Name: City of Fort Lupton
 Drilling Subcontractor: Vine Laboratories
 Lithos Representative: L Heyer
 Date(s) of Drilling: 07/11/22

Drilling and Sampling Methods

Drill Make and Model: CME 55
 Drilling Method: Hollow Stem Auger
 Bit Type: Cutting Head
 Casing Description: NA
 Hammer Weight (lbs)/Fall (in): 140lbs/30in
 Sampler Type(s): Split Spoon
 Sampler Diameter(s): 1.4"



Boring Location: 40.067156, -104.818486

Boring Elevation: 4911'

Notes: Location and elevation from Google Earth

Sampling Data						Geologic Graphic	Visual Material Description	Groundwater Depth / Monitoring Well Configuration	Laboratory Testing Results																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
Depth (ft)	Elevation (ft)	Sample Identification	Blow Count/6 in	Recovery (in) / RQD (%)	Drilling Rate (min./ft.)				In-Situ States			INDEX DATA				Strength & Compressibility																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
									Moisture Content (%)	Dry Unit Weight (pcf)	Water Soluble Sulfates (%)	Gravel Content (%)	Sand Content (%)	Fines Content (%)	Liquid Limit (%)	Plasticity Index (%)	UCS (psf)	Swell Pressure (psf)	Swell Percent (%)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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FILL

Sandy LEAN CLAY (CL), mostly clay, some fine to coarse sand, medium stiff, dark brown, moist

COARSE ALLUVIUM

Poorly-graded SAND with gravel (SP), mostly medium to coarse sand, little fine gravel, medium dense, reddish brown, dry

FINE ALLUVIUM

Sandy SILT (ML), mostly silt, some fine sand, medium stiff, dark gray, low plasticity, wet

END OF EXPLORATION

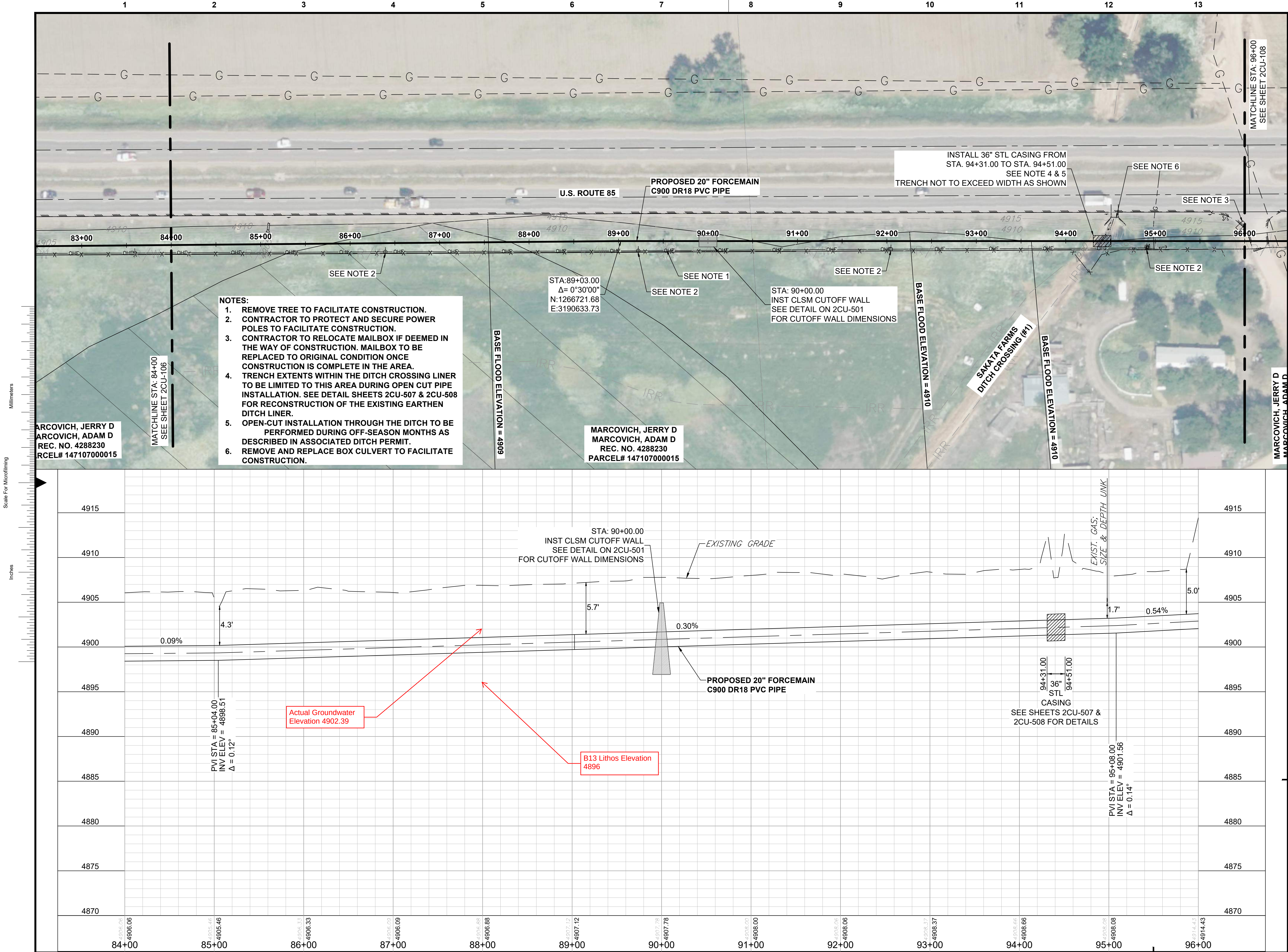
14.6 ft.

(14.6 ft.)

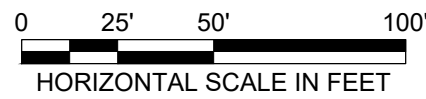
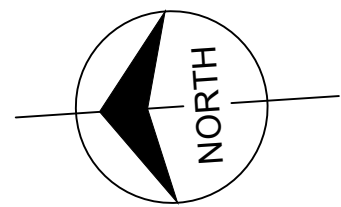
General Notes:

- 1) Soil classifications are in general accordance with ASTM D2487 Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
- 2) The maximum particle size identified in the material description is dependent on sampler dimensions.
- 3) Additional information is provided on the Boring Log Key.
- 4) Groundwater measurements for monitoring wells present water levels at the time of drilling, highest level, and lowest level. Refer to the respective report for a complete history of groundwater values.

Groundwater Data:		Depth to Groundwater:
Date:	Elapsed Time:	
07/11/22	0-hr	14.6'



no.	date	by	ckd	description
0	11/20/23	RSB	KH	ISSUED FOR BID
1	02/07/24	RSB	KH	ISSUED FOR CONSTRUCTION



9785 MAROON CIRCLE, SUITE 400
CENTENNIAL, CO 80112
303-721-9292

date	JUNE 2022	detailed	K. WEISS
designed	R. BRONG	checked	K. HENSKE



METRO CONNECTION
FORCE MAIN & LIFT STATION
FORCE MAIN PLAN AND PROFILE 008
STA. 84+00 TO STA. 96+00

project	139581	contract	
drawing	2CU-107 - 1		rev.
sheet	21	of	sheets
file 139581_2CU-107.dwg			

BORING: B-13

Project Name: Fort Lupton Metro Connection
 Project Number: 21166
 Client's Name: Burns & McDonnell
 Owner's Name: City of Fort Lupton
 Drilling Subcontractor: Vine Laboratories
 Lithos Representative: D Fawaz
 Date(s) of Drilling: 07/11/22

Drilling and Sampling Methods

Drill Make and Model: CME 55
 Drilling Method: Hollow Stem Auger
 Bit Type: Cutting Head
 Casing Description: NA
 Hammer Weight (lbs)/Fall (in): 140lbs/30in
 Sampler Type(s): Split Spoon
 Sampler Diameter(s): 1.4"



Boring Location: 40.063511, -104.818806

Boring Elevation: 4910'

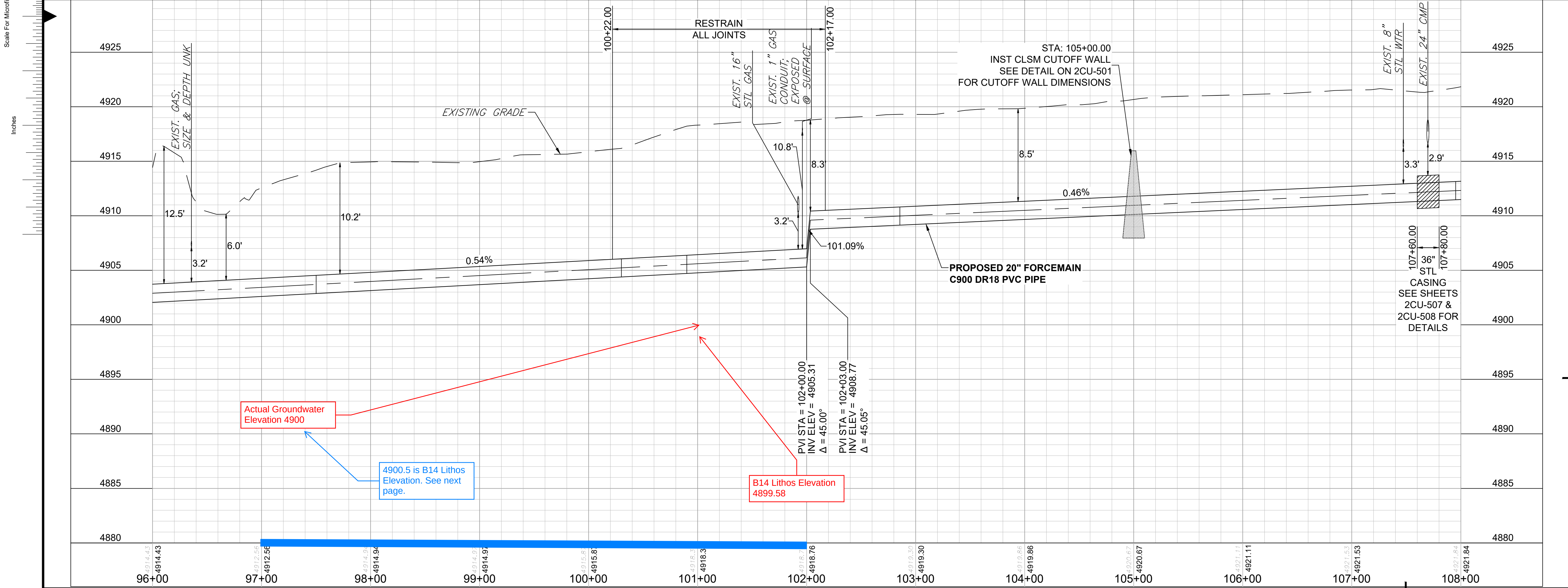
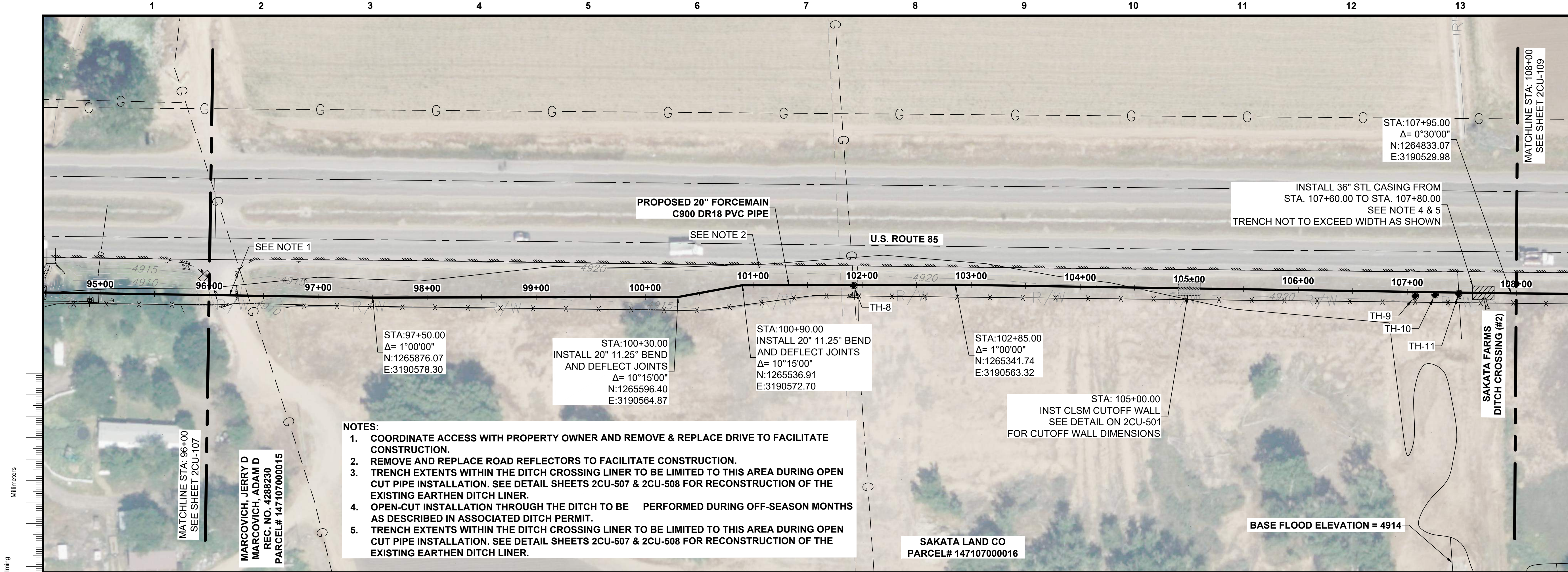
Notes: Location and elevation from Google Earth

Sampling Data						Visual Material Description	Groundwater Depth / Monitoring Well Configuration	Laboratory Testing Results																
Depth (ft)	Elevation (ft)	Sample Identification	Blow Count/6 in	Recovery (in) / RQD (%)	Drilling Rate (min./ft.)			Geologic Graphic	In-Situ States			INDEX DATA					Strength & Compressibility							
									Moisture Content (%)	Dry Unit Weight (pcf)	Water Soluble Sulfates (%)	Gravel Content (%)	Sand Content (%)	Fines Content (%)	Liquid Limit (%)	Plasticity Index (%)	UCS (psf)	Swell Pressure (psf)	Swell Percent (%)					
0	4910						FILL																	
5	4905		8 13 13	16			COARSE ALLUVIUM Poorly-graded SAND with clay and gravel (SP-SC), mostly medium to coarse sand, little fine gravel, few clay, medium dense, brown, moist																	
10	4900		3 5 6	12			Clayey SAND (SC), mostly fine to medium sand, little clay, few silt, medium dense, brown, moist																	
15	4895		2 3 4	16			Poorly-graded SAND with gravel (SP), mostly medium to coarse sand, little fine gravel, medium dense, brown, wet																	
							END OF EXPLORATION																	
20	4890																							
25	4885																							
30	4880																							

General Notes:

- 1) Soil classifications are in general accordance with ASTM D2487 Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
- 2) The maximum particle size identified in the material description is dependent on sampler dimensions.
- 3) Additional information is provided on the Boring Log Key.
- 4) Groundwater measurements for monitoring wells present water levels at the time of drilling, highest level, and lowest level. Refer to the respective report for a complete history of groundwater values.

Groundwater Data:		
Date:	Elapsed Time:	Depth to Groundwater:
07/11/22	0-hr	13.5'



BORING: B-14

Project Name: Fort Lupton Metro Connection
 Project Number: 21166
 Client's Name: Burns & McDonnell
 Owner's Name: City of Fort Lupton
 Drilling Subcontractor: Vine Laboratories
 Lithos Representative: A Ristuccia
 Date(s) of Drilling: 07/11/22

Drilling and Sampling Methods

Drill Make and Model: CME 55
 Drilling Method: Solid Stem Auger
 Bit Type: Cutting Head
 Casing Description: NA
 Hammer Weight (lbs)/Fall (in): 140lbs/30in
 Sampler Type(s): Split Spoon
 Sampler Diameter(s): 1.4"



Boring Location: 40.060144, -104.819175

Boring Elevation: 4915'

Notes: Location and elevation from Google Earth

Sampling Data						Visual Material Description		Groundwater Depth / Monitoring Well Configuration	Laboratory Testing Results													
Depth (ft)	Elevation (ft)	Sample Identification	Blow Count/6 in	Recovery (in) / RQD (%)	Drilling Rate (min./ft.)				Geologic Graphic	In-Situ States			INDEX DATA					Strength & Compressibility				
										Moisture Content (%)	Dry Unit Weight (pcf)	Water Soluble Sulfates (%)	Gravel Content (%)	Sand Content (%)	Fines Content (%)	Liquid Limit (%)	Plasticity Index (%)	UCS (psf)	Swell Pressure (psf)	Swell Percent (%)		
0	4915						Soil: -GEOLOGIC INTERPRETATION- USCS Classification (group symbol), particle sizes, density or consistency, color, moisture, odor, other descriptions Rock: -GEOLOGIC INTERPRETATION- Bedrock Classification, hardness, weather, color, texture, joint size, other descriptions															
							FILL															
5	4910		7 13 13	12			COARSE ALLUVIUM Poorly-graded SAND (SP), mostly fine to coarse sand, medium dense, brown, moist															
10	4905		16 22 27	18			As above except dense															
15	4900		13 12 16	16			Well-graded SAND with gravel (SW), mostly fine to coarse sand, little to some fine gravel, medium dense, brown, wet	(14.5 ft.) 														
							END OF EXPLORATION															
20	4895																					
25	4890																					
30	4885																					

General Notes:

- 1) Soil classifications are in general accordance with ASTM D2487 Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
- 2) The maximum particle size identified in the material description is dependent on sampler dimensions.
- 3) Additional information is provided on the Boring Log Key.
- 4) Groundwater measurements for monitoring wells present water levels at the time of drilling, highest level, and lowest level. Refer to the respective report for a complete history of groundwater values.

Groundwater Data:		
Date:	Elapsed Time:	Depth to Groundwater:
07/11/22	0-hr	14.5'



The City of Fort Lupton



Metro Connection Force Main & Lift Station

REQUEST FOR INFORMATION

RFI #: 15
JOB#: 24-396
DATE: 1/29/2025

Submitted To:

Burns & McDonnell
Jamaica Street
Englewood, CO 80112
ATTN: Ryan Brong

Submitted By:

Thalle Construction Company, Inc.
Josh Kuper (Sr. Project Manager)
jkuper@thalle.com

Subject:

Water Elevation and Dewatering

Author(s):

Josh Kuper

Copies To:

Ashley Cleveland - Burns & McDonnell

Cost Impact:

Yes

\$ Amount:

\$ 272,308.14

Schedule Impact:

No

Days:

-

Drawing Impact:

2CU-106,2CU-107,2CU-108

Information Requested:

Date Required: 2/12/2025

As discussed via meeting with Thalle and Burns & McDonald on 1/28/25, this RFI is a follow up to that meeting. The purpose of the meeting was to discuss RFI 8 and the still higher than depicted groundwater levels from STA 76+00 to 96+00. As stated during the meeting, Thalle is pursuing a Differing Site Condition (DSC) claim as part of the "SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT" SC-5.04.A.2. This states "A. Notice: If Contractor believes that any subsurface condition that is uncovered or revealed at the Site: 2. differs materially from conditions shown or indicated in the GDR, the the extent the GBR is inapplicable; or."

As Burns & McDonald described during the meeting, the GBR per section SC-5.03.E applies to the "Baseline Conditions". SC-5.03.E.3 states "The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (referred to here in the Supplementary Conditions as "Baseline Conditions")." These specified locations are the tunnel sections of the project.

So while the Geotechnical Baseline Report (GBR) is applicable for the specied sections at the tunnels, the remaining open-cut sections are under the Geotechnical Data Report (GDR) as per SC-5.04.A.2. The GBR is inapplicable for the non-tunnel areas since it does not address those sections of the project. Subsequently, the GDR is applicable for the non-tunnel areas which contains the bore logs and groundwater levels that differ than what is actually on site.

BMcD Response:

BMcD has drafted Change Order #2 in response to this RFI. Refer to that CO.

Thalle Response:

Answered By: Ryan Brong

Date Answered: 2/11/2025

Accepted By:

Date Accepted:

CONTRACT MODIFICATION PROPOSAL #02

ISSUING OFFICE

**Metro Connection Force Main and Lift Station
City of Fort Lupton
Burns and McDonnell**

PROPOSAL BY

THALLE
CONSTRUCTION COMPANY

10110 E FM 917
Alvarado, TX 76009

Project: Metro Connection Force Main and Lift Station
Reference:

CPN: 139581
Date: January 29, 2025

Description of Work:

This CMP is for installing dewatering wells from 76+00 to 96+00. Wells would be at 100' spacing and be running constantly (24/7/365). CDOT requires that any equipment left out overnight is kept behind barrier, which applies to dewatering equipment. So 1,000 LF of concrete jersey barrier needs to be installed prior to dewatering wells being installed. These barriers will be moved as dewatering operations progresses. The dewatering wells need to run for several days to achieve the necessary drawdown before Thalle can follow behind with pipe installation. Trench stabilization will also likely be incurred, but will be tracked and billed since it is a unit price allowance.

CONTRACTOR'S PROPOSAL

DESCRIPTION	AMOUNT
Direct Costs	
Labor	\$ 9,309.00
Material	\$ 5,591.25
Equipment	\$ 33,109.50
Subcontractor Costs	\$ 187,555.00
Total Direct Costs	\$ 235,564.75
Overhead & Profit for Labor, Material, & Equipment	15.00% \$ 35,334.71
Subtotal	\$ 270,899.46
Bond	0.52% \$ 1,408.68
Subtotal	\$ 272,308.14
Deductions	\$ -
Subtotal	\$ -
Cost of Change	30.00 \$ 272,308.14
Calendar Days Time Extension Required	0.00

Contractor's Certification: I certify this estimate is made in good faith, and the supporting documentation is accurate and complete to the best of my knowledge and belief. This proposal is based solely on the usual cost elements such as labor, material, and normal markups and does not include any potential amounts for changes in the sequence of work, disruptions, and/or impact costs, and the right is expressly reserved to make claim for these related items of cost prior to final settlement of this contract.



Josh Kuper
Senior Project Manager

1/29/2025

Date

Labor, Equipment, Material, Subcontractors and Fuel Rates

CONTRACT MODIFICATION PROPOSAL #07

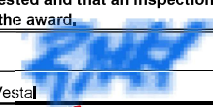
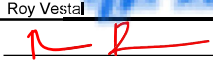
Labor	Rate	Regular Hours Worked/Week										A		Overtime Hours Worked/Week										B	C	D	Total A+B+C+D
		1	2	3	4	5	6	7	8	9	Total Hours	Rate Times Total Hours	Rate	1	2	3	4	5	6	7	8	9	Total	Rate Times Total Hours	45% Benefits	15% Overhead	
Project Manager	\$ 82.00										0.00	\$ -	\$ 123.00										0.00	\$ -	\$ -	\$ -	\$ -
Project Engineer	\$ 46.00										0.00	\$ -	\$ 69.00										0.00	\$ -	\$ -	\$ -	\$ -
Superintendent	\$ 82.00										0.00	\$ -	\$ 123.00										0.00	\$ -	\$ -	\$ -	\$ -
Foreman	\$ 50.00	30.00									30.00	\$ 1,500.00	\$ 75.00										0.00	\$ -	\$ 675.00	\$ -	2,175.00
Operator	\$ 45.00										0.00	\$ -	\$ 67.50										0.00	\$ -	\$ -	\$ -	\$ -
Operator	\$ 32.00										0.00	\$ -	\$ 48.00										0.00	\$ -	\$ -	\$ -	\$ -
Loader Operator	\$ 38.00	60.00									60.00	\$ 2,280.00	\$ 57.00										0.00	\$ -	\$ 1,026.00	\$ -	3,306.00
Operator	\$ 36.00										0.00	\$ -	\$ 54.00										0.00	\$ -	\$ -	\$ -	\$ -
Pipe Layer	\$ 32.00										0.00	\$ -	\$ 48.00										0.00	\$ -	\$ -	\$ -	\$ -
Pipe Layer Helper	\$ 30.00										0.00	\$ -	\$ 45.00										0.00	\$ -	\$ -	\$ -	\$ -
Laborer	\$ 22.00	60.00									60.00	\$ 1,320.00	\$ 33.00										0.00	\$ -	\$ 594.00	\$ -	1,914.00
Laborer	\$ 22.00	60.00									60.00	\$ 1,320.00	\$ 33.00										0.00	\$ -	\$ 594.00	\$ -	1,914.00
Laborer	\$ 22.00										0.00	\$ -	\$ 33.00										0.00	\$ -	\$ -	\$ -	\$ -
Laborer	\$ 22.00										0.00	\$ -	\$ 33.00										0.00	\$ -	\$ -	\$ -	\$ -
Per Diem											0.00	\$ -															
												\$ 6,420.00												\$0.00	\$2,889.00	\$0.00	\$ 9,309.00

												A		B		
Equipment	Hours Worked/Week											Rate Times		15% Overhead		Total A+B
	Rate w/ Fuel	1	2	3	4	5	6	7	8	9	Total Hours	Rate Times	Total Hours			
Caterpillar 335	\$ 78.60										0.0	\$ -	\$ -	\$ -	\$ -	
Caterpillar 325	\$ 54.05										0.0	\$ -	\$ -	\$ -	\$ -	
Caterpillar 950 Loader	\$ 45.90	60.00									60.0	\$ 2,754.00	\$ -	\$ -	2,754.00	
Volvo L110G	\$ 45.90										0.0	\$ -	\$ -	\$ -	\$ -	
Caterpillar Skidsteer 299	\$ 32.00										0.0	\$ -	\$ -	\$ -	\$ -	
Caterpillar Vibratory Roller	\$ 10.65										0.0	\$ -	\$ -	\$ -	\$ -	
24" Compaction wheel	\$ 35.00										0.0	\$ -	\$ -	\$ -	\$ -	
Trench Box10'x24"	\$ 25.00										0.0	\$ -	\$ -	\$ -	\$ -	
Trench Box10'x24"	\$ 25.00										0.0	\$ -	\$ -	\$ -	\$ -	
Lay-Mor Sweeper 300											0.0	\$ -	\$ -	\$ -	\$ -	
Water Truck	\$ 21.40										0.0	\$ -	\$ -	\$ -	\$ -	
Foreman Truck	\$ 25.61	30.00									30.0	\$ 768.30	\$ -	\$ -	768.30	
Generator 65 kW	\$ 22.41	480.00									480.0	\$ 10,756.80	\$ -	\$ -	10,756.80	
Generator 65 kW	\$ 22.41	480.00									480.0	\$ 10,756.80	\$ -	\$ -	10,756.80	
1000 LF of Jersey Barrier	\$ 269.12	30.00									30.0	\$ 8,073.60	\$ -	\$ -	8,073.60	
Security Cameras											0.0	\$ -	\$ -	\$ -	\$ -	
												\$ 33,109.50			\$0.00	\$ 33,109.50

Materials	Rate	Description	Unit	Quantity	Total Cost for Material	B 15% Overhead	Total A + B
Burnco	\$ 17.75	3/8" Pea Gravel for dewatering wells	TN	315	\$ 5,591.25	\$ -	\$ 5,591.25
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
						\$0.00	\$5,591.25

Subcontractors	Rate	Description	Unit	Quantity	Total Cost for Misc Items	B 5% Markup	Total A + B
Kelley Dewatering	\$ 26,125.00	Kelley - Mobilization	EA	1	\$ 26,125.00	\$ -	\$ 26,125.00
Kelley Dewatering	\$ 4,680.00	Dewatering Well & System Installation	EA	21	\$ 98,280.00	\$ -	\$ 98,280.00
Kelley Dewatering	\$ 42,100.00	Monthly Dewatering System rental	EA	1.5	\$ 63,150.00	\$ -	\$ 63,150.00
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
						\$ -	\$ 187,555.0000

Grand Total Cost
\$ 235,564.75

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS				
FEDERAL SPONSORING AGENCY SUBMITTED TO:		USDA / RURAL DEVELOPMENT		Page _____ of _____
TYPE OF REQUEST: () FINAL (x) PARTIAL		PARTIAL PAYMENT REQUEST NUMBER: 11		
RECIPIENT ORGANIZATION:				
EMPLOYER IDENTIFICATION NUMBER:		RECIPIENT'S ACCOUNT NUMBER OR ID NUMBER:		
NAME: City of Fort Lupton		PERIOD COVERED BY THIS REQUEST		
STREET ADDRESS: 130 S McKinley Ave		FROM:	TO:	
P.O. BOX:				
CITY/STATE/ZIP: Fort Lupton, CO 80621		1/1/2025	1/31/2025	
11. STATUS OF FUNDS				
CLASSIFICATION	Current / Revised Budget Amount	This Pay Request	Previous Pay Requests	Total To Date
<u>COST ITEMS</u>				
a. Legal & Accounting Expenses	\$ 214,000.00			\$ -
b. Interim Financing Expenses	786,886.00		5,465.04	5,465.04
c. Ditch Crossing Agreement	20,000.00		20,000.00	20,000.00
d. ENGINEERING SERVICES				-
1. Predevelopment - Study & Report Phase	52,567.00		52,567.00	52,567.00
2. Construction Administration	526,428.00	21,490.75	164,660.86	186,151.61
3. Resident Project Representation (Inspection)	692,449.00	22,993.61	71,908.20	94,901.81
e. CONSTRUCTION CONTRACTS				-
1. Thalle Construction Company Inc.	25,919,700.00	663,995.16	6,190,096.52	6,854,091.68
2. Contingencies	2,591,970.00			-
3. Tap Fee - "Buy-In" to North Metro	20,952,970.00		20,952,970.00	20,952,970.00
				-
				-
f. TOTAL COSTS	\$ 51,756,970.00	\$ 708,479.52	\$ 27,457,667.62	\$ 28,166,147.14
<u>FUNDING SOURCES</u>				
g. Applicant Contribution	\$ 5,965,000.00		\$ 5,965,000.00	\$ 5,965,000.00
h. DOLA	\$ 1,000,000.00		207,869.94	207,869.94
i. CWRPDA Loan	\$ 20,952,970.00		20,952,970.00	20,952,970.00
j. RD Direct Loan #1	\$ 2,164,000.00	708,479.52	331,827.68	1,040,307.20
k. RD Direct Loan #2	\$ 9,999,000.00			-
l. RD Direct Loan #3	\$ 9,000,000.00			-
m. RD Direct Loan #4	\$ 2,676,000.00			-
				-
n. TOTAL FUNDING	\$ 51,756,970.00	\$ 708,479.52	\$ 27,457,667.62	\$ 28,166,147.14
o. Federal payments previously requested			\$ 331,827.68	
p. Amount requested for reimbursement		\$ 708,479.52		\$ 708,479.52
q. Percentage of project construction completed		0.562160397		
CERTIFICATION: I certify that to the best of my knowledge and belief, the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.				
Recipient signature: 		Date: 2/11/2025		
Printed /Typed name: Roy Vestal		Phone: 7209663613		
Person certifying line o. & p.: 		Date: 2/11/2025		
Printed/Typed name: Ryan Brong		Phone: 4846342774		
RD Official: _____		Date: _____		
Printed/Typed name: _____		Phone: _____		



SUBJECT FOR DISCUSSION

Accepting a Bid Proposal from Kumar & Associates to Provide for Construction Observation and Materials Testing Services for the City of Fort Lupton City Hall Building Project for an Amount Not to Exceed \$64,019.00, Allocated from City Hall Project Budget

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City Hall Project will be beginning, and independent testing is required to meet compliance. The department received bids for this project with Kumar & Associates providing the lowest bid for all of the work requested.

As indicated, the City Hall project requires an independent construction observation and materials testing services for a standard 19,000 to 20,000 square foot building. Their estimate is based on experience with similar projects and the general contractors plans and provided information. This testing and observations are required on all of the components of the building project including:

Description	Costs
▪ Soils/Materials and Compaction	\$22,240.00
▪ Reinforce steel observation	\$ 4,875.00
▪ Concrete testing	\$14,400.00
▪ Masonry inspections and materials testing	\$ 7,434.00
▪ Fire Proof Observation	\$ 4,050.00
▪ Structural steel shop fabrication inspection	\$ 4,050.00
▪ Asphalt	\$ 2,265.00
▪ Engineering, Supervision and Clerical	<u>\$ 4,705.00</u>
	\$64,019.00

A third party must do these inspections and testing and are contracted by the owner of the project. These inspections and testing requirements are mandatory before occupancy will be allowed.

FINANCIAL CONSIDERATIONS

This amount would come out of the City Hall Project Budget.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

To go with one of the other bids.

STAFF RECOMMENDATIONS

We recommend to authorize Kumar and Associates to provide for construction observation and materials testing services for the City Hall building project for an amount not to exceed \$64,049.00.

Attachments: a. Kumar & Associated Scope

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

- b. Fee Breakdown
- b. Bid Testing Announcement

An Employee Owned Company

Office Locations: Denver (HQ), Colorado Springs, Fort Collins, Glenwood Springs, and Summit County, Colorado

February 18, 2025

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

Bids@FortLuptonCO.gov

Subject: Proposal Estimate for Observation and Construction Materials Testing Services,
Fort Lupton Administration Building, Fort Lupton, Colorado.

Proposal No. P3-25-130

To Whom It May Concern:

Kumar & Associates, Inc. is pleased to submit this proposal estimate to provide observation and construction materials testing services for the proposed Fort Lupton Administration Building project in Fort Lupton, Colorado. We have proposed a level of observation and testing which we feel is consistent with the nature of work and degree of documentation the owner, architect and engineer will require. If the owner, engineer or architect determines that the scope of work is inaccurate or a particular item of testing should be increased, decreased, is unnecessary, or will be provided by others, we will modify our scope of work accordingly. In general, our services will include construction observation and materials testing services for earthwork including over lot grading, foundation backfill, and site work. In addition, observation and documentation will be provided for structural reinforced concrete, reinforcing steel, structural steel, and asphalt. Our technicians are cross trained in the various testing disciplines, which can result in economy if different tests can be scheduled into single site trips. Our proposed construction observation and materials testing services are estimated as follows:

Earthwork: A technician will be provided on a part-time as-scheduled basis to observe and test miscellaneous subgrade preparation. The field and laboratory tests will be performed in accordance with ASTM procedures. The field moisture density tests will be conducted with a nuclear moisture-density gauge:

1.	Earthwork: (80 trips estimated)	
(a)	Eighty 4-hour trips @ \$65.00/hour.....	\$ 20,800.00
2.	Laboratory Testing:	
(a)	Five Standard Proctor (ASTM D 698) @ \$130.00/each.....	\$ 650.00
(b)	Three Gradation analyses (ASTM D 422) @ \$98.00/each.....	\$ 490.00
(c)	Three Atterberg Limits tests (ASTM D 4318) @ \$60.00/each.....	\$ 300.00
	EARTHWORK SUBTOTAL	\$ 22,240.00

Concrete Observation and Testing: An ACI certified concrete technician or technicians will be provided on a part-time, as-scheduled basis to observe and test fresh concrete for slump, air content, unit weight and temperature. Compressive strength test specimens will be fabricated on-site and later transferred to our laboratory, after initial curing, for determination of compressive strength:

1. Concrete Observation and Testing: (45 trips estimated)
 - (a) Forty Five 3-hour trips @ \$65.00/hour.....\$ 8,775.00
 - (b) Forty Five sets of compressive strength test specimens
(5 cylinders per set) @ \$25.00/cylinder.....\$ 5,625.00

CONCRETE SUBTOTAL \$ 14,400.00

Reinforcing Steel Observation: An engineering technician will be provided to observe reinforcing steel placement and drill and epoxy in footings, slabs, and other miscellaneous concrete, including site work. The reinforcing steel will be observed and documented for size, number, grade, placement and compliance with project specifications prior to concrete placement:

1. Reinforcing Steel Observation: (25 trips)
 - (a) Twenty Five 3-hour trips @ \$65.00/hour.....\$ 4,875.00

REINFORCING STEEL SUBTOTAL \$ 4,875.00

Masonry Materials Sampling and Testing: We will provide a qualified technician on an on-call basis to sample grout and mortar for fabrication of compressive strength test specimens. In addition, we will observe the fabrication of block masonry prisms by the contractor for determination of compressive strength masonry material; will be sampled at the beginning of masonry construction:

1. Masonry Observation: (25 trips estimated)
 - (a) Twenty Five 4-hour trips @ \$65.00/hour.....\$ 6,500.00
2. Laboratory Testing:
 - (a) Cast, store and test 2 sets of grout and 2 sets of mortar specimens
(4 specimens per set) @ \$31.00/per specimen.....\$ 496.00
 - (b) Test compressive strength for 6 hollow masonry prisms
(2 sets of 3 prisms) @ \$78.00/prism.....\$ 468.00

MASONRY SUBTOTAL \$ 7,464.00

Structural Steel Framing Observation: Qualified technicians will be provided for the observation and documentation of field welded connections, bolted connections, and structural steel framing. This will include observations performed off site at the point of fabrication:

1. Structural Steel Framing Observation: (15 trips estimated)
 - (a) Fifteen 3-hour trips @ \$90.00/hour.....\$ 4,050.00

STRUCTURAL STEEL SUBTOTAL \$ 4,050.00

Fire Proofing Observation: Qualified technicians will be provided for the observation and documentation of fire proofing materials , including fire caulk and fire stop materials.

1. Structural Steel Framing Observation: (15 trips estimated)
 - (a) Fifteen 3-hour trips @ \$90.00/hour.....\$ 4,050.00
- FIRE PROOFING OBSERVATION SUBTOTAL \$ 4,050.00**

Asphalt Observation and Testing: A technician will be provided on a daily basis to observe and test placement of the asphalt material. Asphalt densities will be obtained with a nuclear density gauge. In addition, the asphalt will be sampled and tested in our laboratory for determination of aggregates and oil content.

1. Asphalt Paving: (3 days estimated)
 - (a) Three 6-hour trips @ \$65.00/hour.....\$ 1,170.00
 2. Laboratory Testing:
 - (a) Three Extraction/Gradation tests (ASTM D-2172)
@ \$235.00/each.....\$ 735.00
 - (b) Three Maximum Theoretical Specific Gravity (ASTM D-2041)
@ \$115.00/each.....\$ 360.00
- ASPHALT SUBTOTAL \$ 2,265.00**

Engineering, Supervision and Clerical: Kumar & Associates, Inc., provide geotechnical recommendations and will attend the pre-construction meeting, supervise engineering technicians, evaluate and type test results.

1. Seven hours Project Engineer @ \$190.00/hour.....\$ 1,330.00
 2. Fifteen hours Project Supervisor @ \$145.00/hour.....\$ 2,175.00
 3. Twenty hours Word Processing @ \$60.00/hour.....\$ 1,200.00
- Engineering, Supervision and Clerical SUBTOTAL \$ 4,705.00**

PROPOSAL SUMMARY

Earthwork	\$ 22,240.00
Concrete	\$ 14,400.00
Reinforcing Steel	\$ 4,875.00
Masonry	\$ 7,434.00
Structural Steel	\$ 4,050.00
Fire Proofing Observation	\$ 4,050.00
Asphalt	\$ 2,265.00
Engineering, Supervision and Clerical	\$ 4,705.00
TOTAL	\$ 64,019.00

The actual testing and observation schedule may vary depending upon the speed and efficiency of the various contractors and weather conditions, all of which are beyond our control. Please note that efforts will be made to combine the different phases of testing required into single site visits resulting in reduced costs. The estimated fees do not include possible retesting of substandard materials or conditions. We assume such charges would be reimbursed by the contractor. Our fees will be based on our hourly and unit costs in accordance with the attached Fee Schedule and General Conditions.

If this proposal meets with your approval, please sign one copy and return it to this office. If you have any questions concerning the scope of work or estimated fees, please do not hesitate to call. We will be happy to sit down with you and amend our construction estimate based on the contractors and owner's needs or concerns regarding the observation and testing. Thank you for considering Kumar & Associates, Inc., for the construction observation and materials testing services on the Fort Lupton Administration Building project.

Sincerely,

KUMAR & ASSOCIATES, INC.

By 
Kenneth L. Mendenhall
Construction Services Supervisor

Agreed to this _____ day of _____ 2025.

By _____
Authorized Signature

By _____
Organization

**TERMS AND CONDITIONS
(Construction Materials Testing)**

1. Invoices are due and payable upon presentation. Unpaid balance after 30 days shall be subject to a finance rate of 1.5% per month, which is an annual rate of 18.00%. Client agrees to pay interest, all the costs of collections, including attorney's fee and court costs.
2. Kumar & Associates, Inc. (K+A), services will be performed with the care and skill ordinarily exercised by the members of the geotechnical engineering profession under the same or similar circumstances, including the locality where services were rendered. NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE BY THE RENDERING OF CONSULTING SERVICES.
3. **In recognition of the relative risks, rewards and benefits of the project to both the client and K+A, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, K+A's liability, and the liability of its past and present officers, and employees, to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of or relating to this agreement from any cause or causes, shall not exceed \$25,000 or K+A's fee, whichever is greater. Such causes include, but are not limited to K+A's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. The limitation of liability of this provision shall apply to any other party who may rely on K+A's work pursuant to this agreement.**
4. Inherent in our dealings with clients is the confidentiality of all work performed for any client. All reports are submitted for the exclusive use of the client for whom it is addressed. This agreement may not be assigned without the express written consent of K+A.
5. Information provided in the report is subject to the adequacy and representative character of the samples tested as indicated in the reports and the comprehensiveness of the tests and observations. Quotation from our reports or use of K+A's name is not permitted except as authorized in writing by K+A.
6. Where a Proposal or Fee Estimate is provided for construction material testing and observation services, we will rely upon the General Contractor or Owner's designated representative to schedule those services in a timely manner (at least 24-hours-notice) and within the proposed Scope of Work. This work is provided on time and material basis unless otherwise agreed to in writing.
7. This agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the termination party. If this agreement is terminated during the performance of services, K+A shall be paid for the total amount of any work, which has been completed, and shall be paid for work in progress on the basis of K+A's reasonable estimate of the portion completed prior to termination. Such payment shall constitute total payment for services rendered. Applicable clauses shall survive the termination of the contract.
8. For geotechnical studies and observations and materials testing, K+A assumes there are no hazardous materials on the project site, unless otherwise informed. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. K+A and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. K+A and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for K+A to take immediate measures to protect health and safety, which shall entitle K+A to additional compensation by the client. Client also recognizes there is a risk that sampling through an unknown contaminated zone may result in spread of contamination and in turn spreading hazardous materials off-site. Client recognizes nothing can be done to prevent such an occurrence because such sampling is a necessary aspect of the work, which K+A will perform for Client's benefit. Client waives all claims against K+A and further agrees to defend, indemnify and save K+A harmless from any claim, liability for injury or loss of any type arising from K+A's discovery of unanticipated hazardous materials on site.
9. Any claims or disputes made during design, construction or post-construction between the Client and K+A shall be submitted to non-binding mediation for a period of 30 days. If the disputes are not resolved in 30 days, the matter may be submitted to arbitration or litigated in the court of law, as solely determined by K+A.
10. The Client, shall, to the fullest extent permitted by law, indemnify and hold harmless K+A's officers, directors, owners, employees, agents and subconsultant's from and against all damage, liability and cost, including reasonable attorney's fees and defense costs arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, except only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of K+A.
11. Client agrees that its sole remedy for negligence, breach of contract or any other claim arising out of or relating to this agreement and/or the project shall be against K+A as a corporation and not against any individuals, past or present employees, officers, representatives, shareholders or owners of K+A.
12. Services include observation and testing of soils and materials only. K+A does not assume any responsibility for work by others and shall not be responsible for actions of the Contractor.
13. Sampling and testing are performed in accordance with applicable standard test methods except when otherwise noted. All samples will be discarded upon completion of the test. Upon written request by the Client, samples will be returned and/or stored at an agreeable charge. Concrete cylinders cast and cured on a "hold" basis will be charged, regardless of whether they are tested.
14. Time spent in portal-to-portal travel in the interest of the job will be charged at the appropriate hourly rate.
15. Laboratory services are considered expedited when new testing is assigned a higher priority than other testing programs in progress.
16. Rates are subject to change **30 days** from proposal date.
17. A fuel surcharge may be added to each invoice, as outlined in the attached proposal. This is being done to help offset the recent increase in fuel prices and will allow us to keep our hourly unit rates competitive.

REQUEST NO.
FTL2025-



The undersigned having become familiar with the specifications for the City Hall build out and deliver to the City of Fort Lupton as set forth in the following schedule:

Testing Services Soils/Materials	\$ <u>65.00 per hour</u>
Reinforce Steel observation	\$ <u>65.00 per hour</u>
Utility Testing	\$ <u>65.00 per hour</u>
Fireproofing	\$ <u>90.00 per hour</u>
Firestopping	\$ <u>90.00 per hour</u>
Concrete testing	\$ <u>65.00 per hour</u>
Masonry inspections and materials testing	\$ <u>65.00 per hour</u>
Structural steel shop fabrication inspection	\$ <u>90.00 per hour</u>
Field welding and bolt observation	\$ <u>90.00 per hour</u>
GRAND TOTAL	\$ <u>64,019.00 including Office/clerical fees</u>

I certify that the above quotation is exclusive of any federal excise taxes and all other state and local taxes, and includes any applicable permits and fees for installation. I further certify that the items offered for intended use by the City of Fort Lupton will meet all specifications is has so indicated in this bid form. The Council of the City of Fort Lupton reserves the right to reject any or all bids, to waive any informality in bids, and to accept the bid that, in the opinion of the Council, is to the best interests of the Council and of the City of Fort Lupton. The Council of the City of Fort Lupton shall give preference to residents of Fort Lupton bidders in all cases where the bids are competitive in price and quality.

FIRM Kumar & Associates, Inc. BY Ken Mendenall

BUSINESS ADDRESS 2390 South Lipan Street TITLE Construction Services Supervisor

CITY, STATE, ZIP CODE Denver, Colorado 80223 DATE 2/24/2025

TELEPHONE NO. 303-742-9700 FAX NO. 303-742-9666 TAXPAYER I.D.# 84-1119130



**CITY COUNCIL OF FORT LUPTON, STATE OF COLORADO,
BY AND THROUGH ITS FINANCE DIRECTOR**

DATE: Feb. 3, 2025

THIS DOCUMENT CONTAINS GENERAL INFORMATION FOR THE PURCHASING PROCESS OF THE CITY OF FORT LUPTON. NOT ALL ITEMS MAY BE APPLICABLE. ACTUAL BID SPECIFICATIONS WILL BE ATTACHED.

I. NOTICE TO BIDDERS

- A. The City of Fort Lupton of the County of Weld, State of Colorado, by and through its Finance Director, wishes to purchase the following:

To Provide for construction and materials Testing Services for the City of Fort Lupton for the building of a 19,000 square foot new City Hall.

- B. Questions may be submitted by email to mschuman@fortluptonco.gov by **Feb. 18, 2025 at 5:00 P.M.** Answers by **5:00 P.M. Aug. 19, 2025.**
- C. Sealed bids the above stated merchandise, equipment, and/or services will be received at the office of the City of Fort Lupton Finance Director, 130 South McKinley Avenue, Fort Lupton, Colorado, 80621 until: **Feb. 24, 2025 @ 10:00 a.M.**
- D. City Council will address this acquisition on **Mar. 4, 2025.**

II. INVITATION TO BID

- A. The City of Fort Lupton of the County of Weld, State of Colorado, by and through its Finance Director, requests bids for the purchase of the above-listed merchandise, equipment, and/or services.
- B. Said product shall be for the benefit of CITY OF FORT LUPTON, 130 S. McKinley Ave., FORT LUPTON, COLORADO 80621.
- C. Bids shall include all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, be the total net price, which the bidder will expect the City of Fort Lupton to pay if awarded the bid.
- D. All bids must be sealed in envelopes that have the bid number and title of the bid typed or printed in plain sight. One original and two copies of the Bid must be submitted at the time of the bid opening. One complete bid document, which will be the only official copy of the bid, shall be filed at the finance department. After certification of the bid, by finance, the other copies will be sent to the applicable department(s) for review. **Bids may be emailed to Bids@FortLuptonCO.gov; and the vendor must include the following statement on the facsimile or email, "I hereby waive my right to a sealed bid".**

III. INSTRUCTIONS TO BIDDERS

- A. Bids shall be typewritten or written in ink. Each bid must give the full business address of bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names



of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other title without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Finance Director, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished. The person signing the bid shall initial all corrections or erasures. All bidders shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this bid as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the bid forms shall be suitably filled in.

- B. Bids may be withdrawn upon written request to the Finance Director received from bidders prior to the time fixed for opening. Negligence on the part of bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- C. Bidders are expected to examine the conditions, specifications, and all instructions contained herein. Failure to do so will be at the bidder's risk.
- D. Bidders shall not stipulate in their proposals any conditions not contained in the instructions and specifications herein unless specifically requested by the special instructions attached hereto. Any proposal which fails to comply with the letter of the instructions and specifications herein may be rejected.
- E. Late or unsigned bids may not be accepted or considered. It is the responsibility of the bidder to ensure that the bid arrives in the City of Fort Lupton Finance Department on or prior to the time indicated in Section I., entitled "Notice to Bidders."
- F. When approximate quantities, are stated the City of Fort Lupton reserves the right to increase or decrease quantity as best fits its needs.
- G. Whenever requested, samples or descriptive matter shall be filed prior to the opening of bids.
- H. Any item supplied to the City of Fort Lupton shall be new and of the manufacturer's current model unless otherwise specified.
- I. All discounts shall be figured from the date of delivery and acceptance of the articles, or in the case of an incorrect invoice, from the date of receipt of corrected invoice, if this is subsequent to delivery and acceptance.
- J. Substitutions or modifications to any of the terms, conditions, or specifications of this bid package, which are made by the City of Fort Lupton, after the bids have been distributed to prospective bidders, and prior to the date and time of bid opening, will be made in writing and signed by Finance Director. No employee of the City of Fort Lupton is authorized in any way to modify any of the terms, conditions, or specifications of this bid without written approval of said Finance Director. This is not to imply that bids will not be accepted or considered with specifications, which are different from those herein. Any item which does not meet all the terms, conditions, or specifications of this bid, must be clearly indicated on a separate sheet of paper, attached to the bid specification and proposal sheets and returned with the bid.



- K. The successful bidder shall indemnify and hold harmless the City of Fort Lupton, against all claims for royalties, for patents or suit for infringement thereon, which may be involved in the manufacture or use of the material to be furnished.
- L. All goods shall remain the property of the seller until delivered to and accepted by the City of Fort Lupton.
- M. Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Finance Director for the premature opening of a bid not properly addressed and identified.
- N. In submitting the bid, the bidder agrees that the acceptance of any and all bids by the Council of the City of Fort Lupton within a reasonable time or period constitutes a contract. The Fort Lupton City Council, reserves the right to reject any and all bids, to waive any informalities in bids, and to accept the bid that, in the opinion of the Council, is to the best interests of the Council and of the City of Fort Lupton.
- O. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Finance Director. It is understood that it is necessary for all invoices to be made out to the City of Fort Lupton, not to the Department securing the merchandise. All invoices should be sent to: Fort Lupton Finance Department, 130 South McKinley Avenue, Fort Lupton, CO 80621.
- P. These instructions, the proposal forms, and specifications have been developed with the hope of raising the standard of purchasing negotiations to a level wherein all transactions will be mutually satisfactory. Your cooperation is invited.

V. DEFINITIONS

- A. "Standard": When the word "standard" is used in the specification to describe an item of equipment or in assembly, it shall be construed to mean that item or assembly so described shall be the latest regular product of the manufacturer thereof, identified by a model or other designation, without the modification or omission of any of its usual parts or the substitution of others therefore, except as hereafter specified, details, capacities and ratings, conforming in every respect to the said manufacturer's catalog or other printed matter describing the item or assembly. Standard subassemblies, accessories, fittings, and finishes shall be construed to be those, which are regularly furnished as part of the principle unit or assembly and included, in the selling price thereof.
- B. "Reputable Manufacturer": A manufacturer who has been engaged in the business of fabricating the equipment specified for a reasonable period of time prior to the date set for opening of bids and who can demonstrate to the satisfaction of the City of Fort Lupton that said manufacturer has successfully installed equipment of the type proposed to be furnished in at least three (3) instances and the performance of such equipment has been satisfactory. Manufacturers having been engaged in the business of manufacturing said equipment for a period of one (1) year prior to the date affixed for opening bids shall, prima facie, be deemed to have been engaged in such business a reasonable length of time.
- C. "Or Equal": The specific equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturer's equipment of comparable quality, design, and



efficiency.

V. GENERAL SPECIFICATIONS, CONDITIONS AND INFORMATION

The City of Fort Lupton is in the process of planning a 19,000 square foot building that will become the City's new City Hall. This project will be located at the corner of 9th street and College Ave on the south east side on approximately 15 acres.

If authorized, this work must begin immediately with a completion date of September 2026.

To achieve this goal, the City of Fort Lupton is soliciting Requisitions for Bids (RFB from testing firms and a statement of cost.

A. Contract Deliverables

The chosen firm shall provide testing as follows:

- i. Soils/Materials
- ii. Utility
- iii. Fireproofing
- iv. Firestopping
- v. Reinforce Steel observation
- vi. Concrete testing
- vii. Masonry inspections and materials testing
- viii. Structural steel shop fabrication inspection
- ix. Field welding and bolt observation

B. The Contractor, in consideration of the sums to be paid and other covenants herein contained, agrees to perform and complete the work described and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor and perform all work in accordance with the current edition of the City of Fort Lupton *Standard Construction Specifications*, the Construction Drawings, and these Special Provisions.

C. Design: Any equipment to be purchased shall be the manufacturer's latest model of production. Said equipment shall be of superior quality and suitable to the use for which it is intended. The technical design shall be in line with the best practice in the industry and the materials and workmanship entering into the construction shall be of the kinds and qualities which will ensure long life, dependability, and low cost of maintaining and repairing.

C. Warranty: The successful bidder shall warrant that:

1. The goods to be supplied pursuant to this bid are fit and sufficient for the purpose intended;
2. The goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship; and
3. The goods sold to the City of Fort Lupton pursuant to this bid conform to the minimum City specifications as established herein.



The successful bidder shall further warrant that he has title to the goods supplied and that the goods are free and clear of all liens, encumbrances, and security interests. All warranties made by the successful bidder, together with service warranties' and guarantees shall run to the City of Fort Lupton and its successors and assigns.

- D. Service Calls in the First One Year Period: The successful bidder shall bear all costs for mileage, travel time, and service trucks used in the servicing (including repairs) of any of the goods to be purchased by the City of Fort Lupton, pursuant to this bid for as many service calls as are necessary for the first one (1) year period after said goods are first supplied to the City of Fort Lupton.
- E. The bidder acknowledges that all contracts are subject to approval by the Fort Lupton City Council. Bidder should not incur any costs prior to receipt of a signed contract approved by the City of Fort Lupton and a fully executed Notice to Proceed. Any costs incurred by bidder prior to receipt of an approved contract and fully executed Notice to Proceed are the sole responsibility of the applicable bidder. Any costs incurred by a bidder in preparation of its bid are the sole responsibility of the applicable bidder.
- F. General Information: Bidder shall submit with their bids the following information pertaining to the equipment upon which the bids are submitted:
 - 1. Detailed equipment specifications to include the warranty.
 - 2. Descriptive literature.

Mr. Monty Schuman
Project Manager
130 S. McKinley Ave
Fort Lupton, Colorado 80621

REQUEST NO.
FTL2025-



The undersigned having become familiar with the specifications for the City Hall build out and deliver to the City of Fort Lupton as set forth in the following schedule:

Testing Services Soils/Materials	\$ _____
Reinforce Steel observation	\$ _____
Utility Testing	\$ _____
Fireproofing	\$ _____
Firestopping	\$ _____
Concrete testing	\$ _____
Masonry inspections and materials testing	\$ _____
Structural steel shop fabrication inspection	\$ _____
Field welding and bolt observation	\$ _____
GRAND TOTAL	\$ _____

I certify that the above quotation is exclusive of any federal excise taxes and all other state and local taxes, and includes any applicable permits and fees for installation. I further certify that the items offered for intended use by the City of Fort Lupton will meet all specifications is has so indicated in this bid form. The Council of the City of Fort Lupton reserves the right to reject any or all bids, to waive any informality in bids, and to accept the bid that, in the opinion of the Council, is to the best interests of the Council and of the City of Fort Lupton. The Council of the City of Fort Lupton shall give preference to residents of Fort Lupton bidders in all cases where the bids are competitive in price and quality.

FIRM _____ BY _____

BUSINESS ADDRESS _____ TITLE _____

CITY, STATE, ZIP CODE _____ DATE _____

TELEPHONE NO. _____ FAX NO. _____ TAXPAYER I.D.# _____

REQUEST NO.
FTL2025-



DOES YOUR BID MEET OUR SPECIFICATIONS? YES____ NO____

CITY OF FORT LUPTON IS EXEMPT FROM COLORADO SALES TAXES. CERTIFICATE OF EXEMPTION NO.98-02812-0000.

INVITATION TO BID



SUBJECT FOR DISCUSSION

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

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Greg DiDonna of Viva Land Ventures, LP (Owner) and Karen Henry of Henry Design Group Inc., and Tim Buschar of COLA, LLC (Representatives) have applied for approval of a Final Plat and PUD Plan, known as the Murata Farms Paired Homes Final Plat and PUD Plan, Filing No. 3 for City Council's consideration. Per the applicable code regulations for Final Plats and PUD Plans within the Murata Farms PUD, this Final Plat and PUD Plan is reviewed by City Council at a public meeting, with no Planning Commission meeting.

The site that is the subject of this Final Plat and PUD Plan is located south and adjacent to Highway 52 and east and adjacent to Gerry Ave. The proposed Final Plat and PUD Plan is for a residential subdivision that will include 50 paired home residential lots. The proposed paired home residential development includes infrastructure, landscaping, and common open space including green courts and a portion of the Highway 52 trail. The subdivision is 6.845 acres, more or less. Additional application information is available for review at: <https://www.fortluptonco.gov/DocumentCenter/Index/927>.

The property is a part of the overall Murata Farms PUD Plan and is zoned PUD accordingly. Filing No. 1 of the Murata Farms Final Plat and PUD Plan was approved in 2021. Filing No. 1 platted this property as a tract for future residential development with PUD development standards to be provided at time of future development. Standards specific to this filing are proposed with this Final Plat and PUD Plan. The Preliminary Plat and PUD Plan for Filing 3 was approved by Council on May 21, 2024.

FINANCIAL CONSIDERATIONS

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

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

The City Council has the following four alternatives:

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

STAFF RECOMMENDATIONS

Staff recommends conditional approval of Murata Farms Paired Homes Final Plat and PUD Plan, Filing No. 3, with the conditions listed on the proposed resolution.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Attachments:

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

RESOLUTION NO. 2025Rxxx

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

WHEREAS, Greg DiDonna of Viva Land Ventures, LP (Owner) and Tim Buschar of COLA, LLC and Karen Henry of Henry Design Group, Inc., (Representatives) have applied for approval of the Murata Farms Paired Homes Final Plat and PUD Plan, Filing No. 3, for a residential paired home subdivision; and

WHEREAS, City Council approved with conditions the Murata Farms Paired Homes Preliminary Plat and PUD Plan, Filing No. 3, on May 21st, 2024, and City staff find all Preliminary Plat and PUD conditions to be met or in the process of being met; and

WHEREAS, the City Council held a public meeting to consider and review the request for a Final Plat and PUD Plan for Filing No. 3; and

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

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

1. Prior to recording the Final Plat and Final PUD Plan:
 - a. Applicant shall adequately address redlines from Planning. These include:
 - i. Address redlines on the Final Plat.
 - ii. Address redlines on Final PUD.
 - b. Applicant shall adequately address comments from Public Works, including on the SIA.
 - c. Applicant shall adequately address comments from United Power.
 - d. Applicant shall adequately address comments from the FLFPD.
 - e. Applicant shall adequately address comments from Weld GIS.
 - f. Applicant shall acknowledge comments from the Building Department.
 - g. Applicant shall acknowledge comments from Weld RE-8 School District.
 - h. Applicant shall acknowledge comments from Xcel/PSCo.
 - i. Signed Preliminary Plat and PUD Plan for Filing No. 3 shall be received by Planning Staff.

- j. The Subdivision Improvements Agreement for Filing No. 3 shall be finalized and approved by City Council.
- k. Submit cash-in-lieu or transfer appropriate water shares for Filing No. 3.
- l. The Final Plat shall be recorded within three (3) years of approval.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 4th DAY OF MARCH, 2025.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



**MURATA FARMS PAIRED HOMES FINAL PLAT AND PUD PLAN, FILING NO. 3
FPL25-001**

PROJECT DESCRIPTION

Project No.: FPL25-001

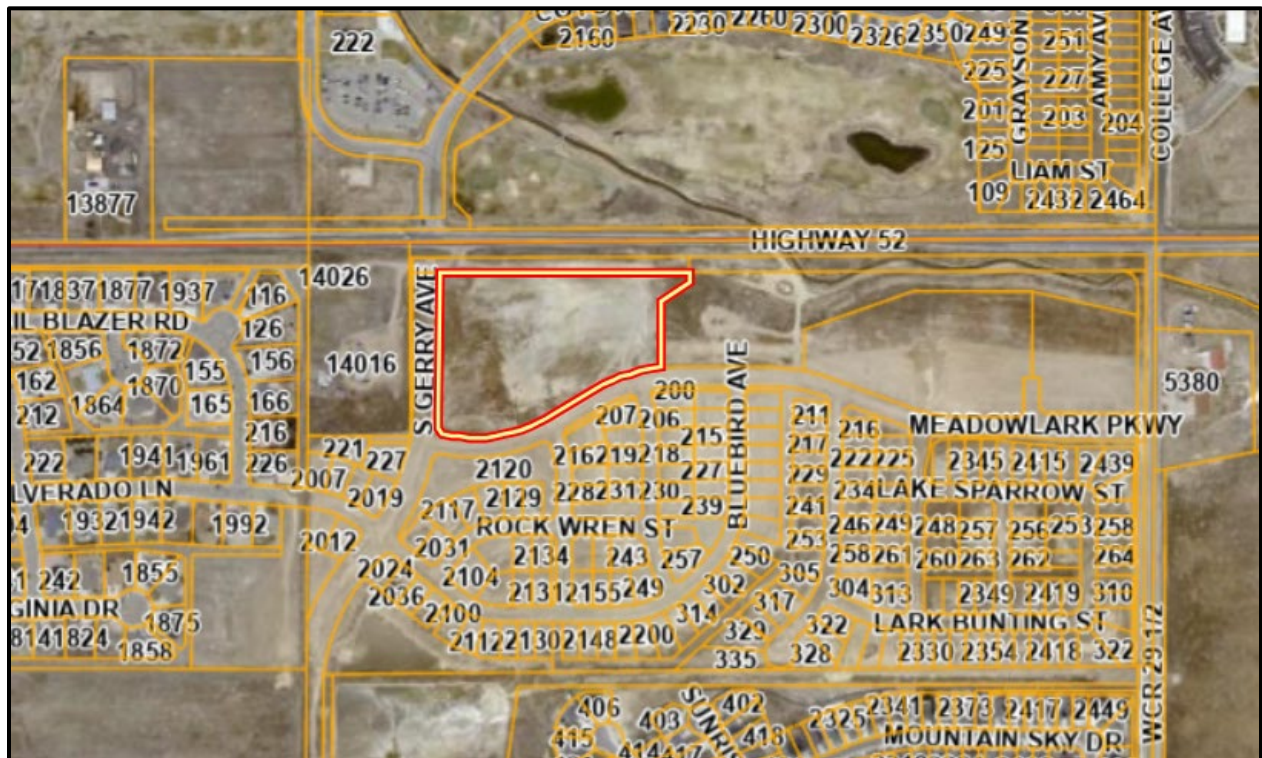
Project Name: Murata Farms Paired Homes Final Plat and PUD Plan, Filing No. 3

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

Representative's Name: Tim Buschar, COLA, LLC and Karen Henry, Henry Design Group, Inc.
("Applicant")

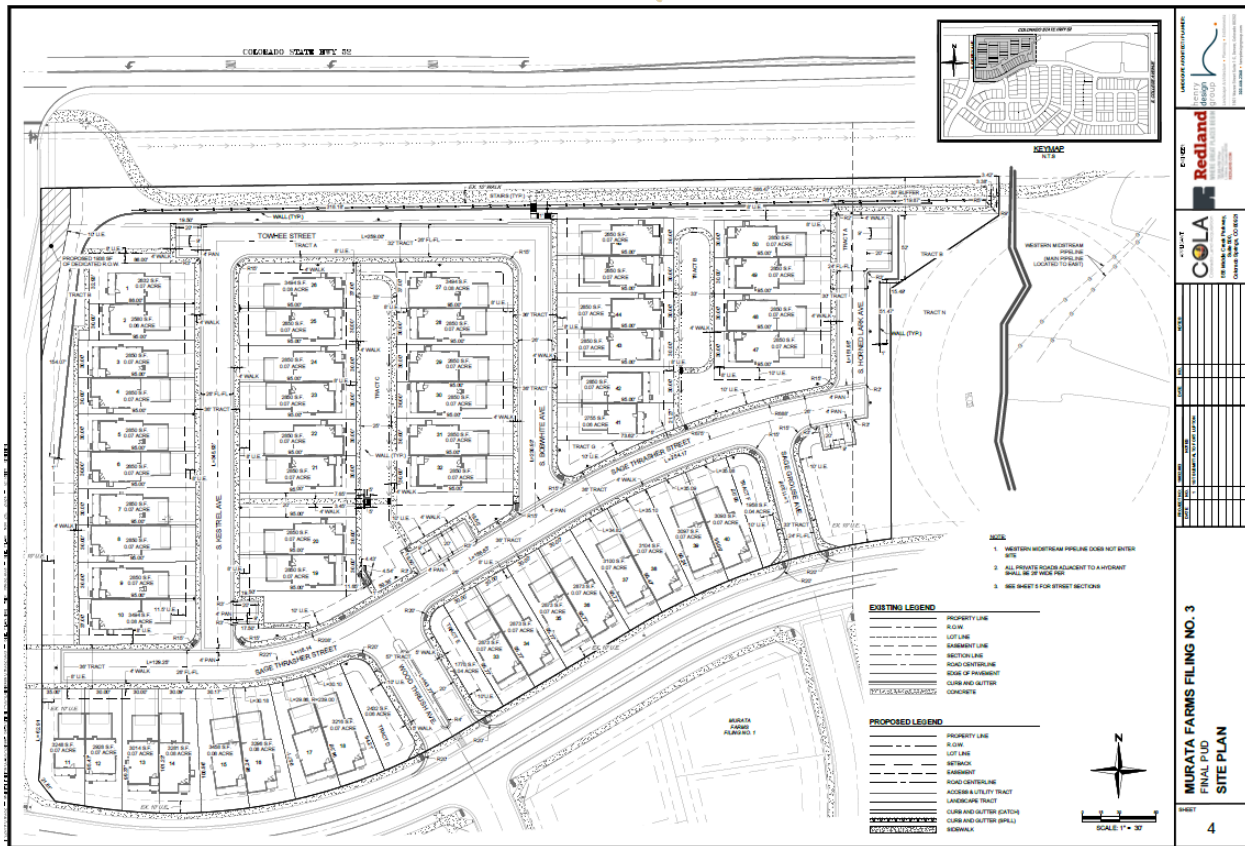
Location of Request:

The site consists of land located south and adjacent to Highway 52 and east and adjacent to S Gerry Ave (the "Property"). The Property is located in the Southwest Quarter of Section 4, Township 1 North, Range 66 West of the 6th Principal Meridian, City of Fort Lupton, County of Weld, State of Colorado.



Fort Lupton

COLORADO



Nature of Request:

The Applicant has submitted a request for a Final Plat and PUD Plan for a residential subdivision that will have 50 paired home residential units. The development will include infrastructure, landscaping, and common open space including green courts and a portion of the Highway 52 trail. Filing No. 3 is a proposal to build out Lot 3, Block 14 of the Murata Farms Filing No. 1 Final Plat and PUD Plan recorded in 2021.

Site Size: 6.845 acres, more or less.

Zone District: PUD Planned Unit Development.

Proposed Use: A residential subdivision that will provide 50 paired homes and common open space.

Existing Use: Vacant/Agricultural

Meeting Date: City Council – March 4, 2025 at 6:00 PM.

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

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

SUMMARY OF PREVIOUS APPLICATIONS

Filing No. 1 of the Murata Farms Final Plat and PUD Plan was composed of traditional, single-family detached lots and designated future development areas in the overall Murata Farms PUD. Filing No. 1 received approval on November 16, 2021. Lot 3 of Block 14 was platted within Filing No. 1, with PUD standards for the residential development to be determined at time of development.

The Preliminary Plat and PUD Plan for Filing No. 3 was approved by City Council on May 21, 2024. Staff find all Preliminary Plat and PUD conditions to be met or in the process of being met

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

APPLICATION PROCESS

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

Under the Fort Lupton Municipal Code, City Council shall conduct a public meeting and evaluate the Final Plat and PUD Plan, referral agency comments, and any public testimony, and shall approve, conditionally approve, continue for additional information or for further study, or deny the application. Decisions shall be based upon the evidence presented and compliance with the City's standards, regulations, policies, and other guidelines. No Planning Commission meeting is required.

NOTIFICATION REQUIREMENTS

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

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

Section 16-45 – PUD Planned Unit Development District

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

The proposed project is for a 6.845-acre subdivision that includes 50 paired home residential lots. Staff believes that the residential development meets the intent of the PUD zoning regulations, as detailed in the enclosed submittal materials, as well as below.

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

The approved PUD Plan for the entire Murata Farms development designated this lot for residential development, with PUD standards to be established at the time of development. This Filing No. 3 Final PUD Plan is in line with the original PUD and the Preliminary PUD for this site. Standards have established with this plan that will guide development. The main change from the Preliminary PUD is the rearrangement of lots on the west side of the development, with no change in the number of housing units or parking, with staff in support of the updated design.

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

Staff has worked with the applicant to ensure PUD standards are applicable, clear, and specific to this Filing 3 and the applicant has done a good job of meeting this requirement, making the standards specific to the proposed paired home product with green courts.

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

These requirements have been met. The City has a general land use application, which includes the submittal for a Final PUD plan and Final Plat application, which are being reviewed for approval concurrently. The Murata Farms Sketch Plat and PUD Plan was approved by City Council in April 2020, while the Preliminary Plat and PUD Plan for Filing 3 was approved in May 2024.

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

The applicant is working with the City to finalize the Subdivision Improvement Agreement with this Final Plat, and is written on the proposed resolution as a condition prior to recording the Plat and PUD Plan. Private utilities and roads will be maintained by the Murata Farms Metro District.

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

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

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

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

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

(1) To permit and encourage innovative design and high quality, master-planned urban developments on large parcels of land.

(2) To permit greater flexibility in the application of zoning and development standards and greater freedom in providing a mix of land uses in the development of a balanced community.

(3) To preserve critical environmental resources, provide above-average open space and recreational amenities, include exceptional design and provide greater efficiency in the layout and provision of roads, utilities and other infrastructure.

(4) To provide flexibility in land planning and development, resulting in amenable relationships between buildings and ancillary uses, and permitting more intensive use of land where well-related open space and recreational facilities are integrated into overall design.

(5) To encourage unity and diversity in land development, resulting in convenient and harmonious groupings of uses, structures and common facilities, varied type design and layout of housing and other buildings and appropriate relationships of open spaces to intended uses and structures.

(6) To encourage unified and planned development of a site, with or without customary subdivision into single lots, and without specific application of the district regulations as provided for individual lots, subject to the regulations set forth herein.

(7) To provide for and encourage the preservation and enhancement of desirable natural landscape and other features unique to a development site.

(8) To provide reasonable standards and criteria by which the specific proposals for a PUD can be evaluated.

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

With respect to Section 16-45(d)(1)-(9) above, staff finds that the proposed Final Plat and PUD Plan substantively meets the intent of this subsection. The development will provide another

residential product type in the Murata Farms development, thus providing a higher diversity of housing within the City for a variety of demographics. This specific filing also includes a portion of the Highway 52 trail, adding an additional element to the overall design and amenities of the Murata Farms PUD.

c) General location and planning requirements.

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

This filing will have access off of Meadowlark Parkway which will be built out as required by Public Works. Meadowlark Parkway offers easy access to Highway 52 via S Gerry Ave and College Ave. Several interior streets will also be constructed to circulate traffic within the subdivision.

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

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

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

The Future Land Use Map targets this area for single-family attached housing units. The proposed subdivision complies with these land use designations and fits the objectives listed above.

In addition, the project is located near already developed portions of the City including the Coyote Creek Golf Course, AIMS Community College, the new public library, and is a short walk from the Fort Lupton Recreation Center. The Highway 52 trail along Murata Farms' highway frontage is a part of the overall Murata Farms development and this Filing 3, will be a major amenity for residents of the community. Proximity to current development contributes to the convenience of future residents as well.

- d) Physical character of the site. The site shall be suitable for the development proposed without hazards to structures, occupants or any property from probability of flooding on the site or on adjacent lands, from erosion or deposition of eroded material on adjacent lands, from subsidence

of the soils or from other dangerous conditions. Soil, groundwater level, drainage and topography shall be appropriate to both the kind and pattern of use intended.

The project is not located within a floodplain. The Applicant is working with the City Engineer on drainage for the site through a drainage report. Staff finds that the development meets this objective.

e) Site planning; external relationships.

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

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

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

The proposed residential uses are compatible to adjacent uses and the initial platting of the Murata Farms development includes a buffer distance from Highway 52. Staff has worked with the applicant to address potential buffer needs between Filing No. 3 and Highway 52, including plans for the Highway 52 trail and landscaping.

f) Modifications of subdivision regulations.

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

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

- (2) The requirements and standards for the construction of streets and utilities set forth in the City of Fort Lupton Standards and Specifications for the Design and Construction of Public

Improvements shall be subject to modification where the plan and program for a PUD make adequate provision for vehicular and pedestrian access and circulation, recreation, utility and service needs of the tract when fully developed and occupied, and also provide such covenants, easements or other legal documents and provisions as will assure conformity to and successful implementation of the plan. Such modifications shall be contained within the PUD plan, subject to approval by the City Council.

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

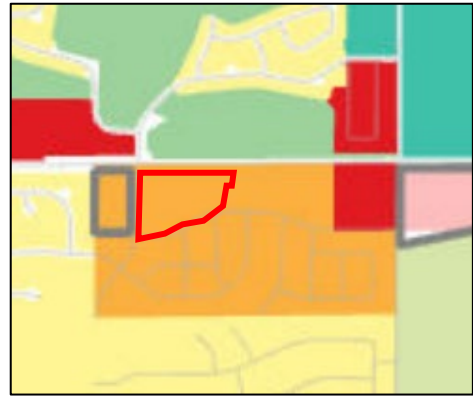
g) Oil and gas well considerations, restrictions, and setback requirements.

Oil and gas considerations were addressed with the original Murata Farms PUD.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

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

Filing No. 3 of the Murata Farms PUD addresses this future land use designation and meets the goals of Fort Lupton's Comprehensive Plan by proposing a paired home housing type that compliments existing single-family in the city.



REFERRALS

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

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

STAFF RECOMMENDATION

Staff recommends conditional approval of the Murata Farms Paired Homes Final Plat and PUD Plan, Filing No. 3. The applicant has done an excellent job of addressing staff's comments to date to further the standards and objectives outlined in the City's codes and plans. The recommended conditions include remaining items to be addressed prior to recording. Conditions are listed under the proposed Resolution included with the City Council packet.

Additional documents may be available for review at:

<https://www.fortluptonco.gov/DocumentCenter/Index/927>



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Land Use Application Form

A. CONTACT INFORMATION

1) Property Owner Name: Greg DiDonna

Company: Viva Land Ventures, LP

Phone: 915-490-8003

Email: greg@vivacf.net

Address: 4900 North Mesa Street, Suite 100, El Paso, TX 79912

Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐

2) Representative Name: Tim Buschar, Director of Entitlement / Karen Henry, President

Company: COLA, LLC

/ Henry Design Group, Inc.

Phone: 719-306-2976 / 303-446-22368

Email: tbuschar@viewhomesinc.com / khenry@henrydesigngroup.com

Address: 555 Middle Creek Parkway, Suite 500, Colorado Springs, CO 80921 / 1501 Wazee St. #1-C, Denver, CO 80202

Preferred method of contact? Email: ☒ Phone: ☒ Mail: ☐

3) Billing Contact (where invoices should be directed to): Tim Buschar

Company: View Homes, Inc.

Phone: 719-306-2976

Email: tbuschar@asperviewhomes.net

Address: 555 Middle Creek Parkway, Suite 500, Colorado Springs, CO 80921

B. SITE DESCRIPTION

Site Address: Southeast corner of Gerry Street and Highway 52

Parcel Number: 147104328003

Existing Zone Classification: PUD

Proposed Zone Classification: PUD

Water Type: Municipal

Sewage Type: Municipal

C. APPLICATION TYPE (CHECK ALL THAT APPLY)

Administrative Plat

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

Subdivision

- ☐ Concept Plan
- ☐ Preliminary Plat
- ☒ Final Plat

Planned Development

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

Site Plan

- ☐ Administrative Site Plan
- ☐ Site Plan

Special Use Permit

- ☐ Daycare
- ☐ General

☐ Annexation & Initial Zoning

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

Project No. _____

D. PROJECT DESCRIPTION

Project Name: Murata Farms Paired Homes - Filing 3

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

This Final Plat/PUD is for the paired homes within the Murata Farms PUD. The proposed duplex site is 6.8 acres and is proposed on Block 14-Lot 3 of the Murata Farms Filing #1 Final Plat. The total lot count is 50 fee-simple lots.

The proposed lot size is 30-feet x 95-feet. The homes range in size from 1,600 to 2,100 square feet. Each of the paired homes include a 2-car attached garage loading from the alley and a full depth 2 car driveway for a total of 4 parking spaces per home. Landscaped common areas are provided throughout the neighborhood.

E. REQUIRED DOCUMENTS

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

F. CERTIFICATIONS

Representative Certification

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

Representative: Karen Z. Henry Date: November 6, 2024

Owner Certification

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

Owner:  Date: 11/18/24

For Office Use Only

Received Date: _____

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

Deemed Complete Date: _____

Fees Submitted: _____ Escrow Submitted: _____

Instructions for Submitting the Land Use Application Form

DEFINITIONS

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

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

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

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

A. CONTACT INFORMATION

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

B. SITE DESCRIPTION

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

C. APPLICATION TYPE

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

D. PROJECT DESCRIPTION

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

E. REQUIRED DOCUMENTS

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

F. CERTIFICATIONS

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

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

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

Murata Farms - Filing 3 Duplexes

Final Plat - Final PUD Narrative

December 2, 2024

1. Team

Builder/Applicant

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

Civil Engineer

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

Landscape Architect

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

2. Location and Property Description

Murata Farms is a 72.71-acre property located at the southwest corner of Hwy. 52 and WCR 29-1/2. More particularly described as being in a portion of the North One-Half of the Southwest One-Quarter of Section 4, Township 1 North, Range 66 West of the 6th Principal Meridian, Weld County, Colorado. Filing No. 1, the traditional single-family detached lots, was approved in November of 2021. Filing 3 which was previously platted as Lot 3 of Block 14 as part of Murata Farms Filing No. 1 will be replatted as Filing No. 3 into the proposed 50 fee-simple lots on the 6.845-acre site.

3. Adjacent Land Uses

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

4. Site Features

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

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

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

5. Zoning

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

6. Proposed Land Uses

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

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

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

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

Growth and Development. The proposed development is designed to provide connections at pre-determined locations to the existing and proposed adjacent neighborhoods. In addition, the layout provides continuous, direct, convenient, and safe pedestrian trails in open space corridors between the proposed parks, residences, and the neighborhood commercial area.

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

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

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

Access to the duplexes will be from 24 and 26-foot-wide private drives with sidewalks on both sides. The private drive loops through the site with access points to Meadowlark Parkway in alignment with Wood Thrush Avenue and Sage Grouse Avenue. No access is proposed from the duplex area to S. Gerry Avenue.

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

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

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

- c. Neighborhood Trails will provide connectivity to the Connector Trails.
- d. Sidewalks will be provided where off-street trails are not available to ensure connectivity to adjacent neighborhood.

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

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

8. Public Land Dedication

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

REQUIRED OPEN SPACE

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

PROVIDED OPEN SPACE

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

9. Utility Service

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

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

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

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

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

Sanitary Sewer service is available at stubs in Meadowlark Parkway.

10. Public Services

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

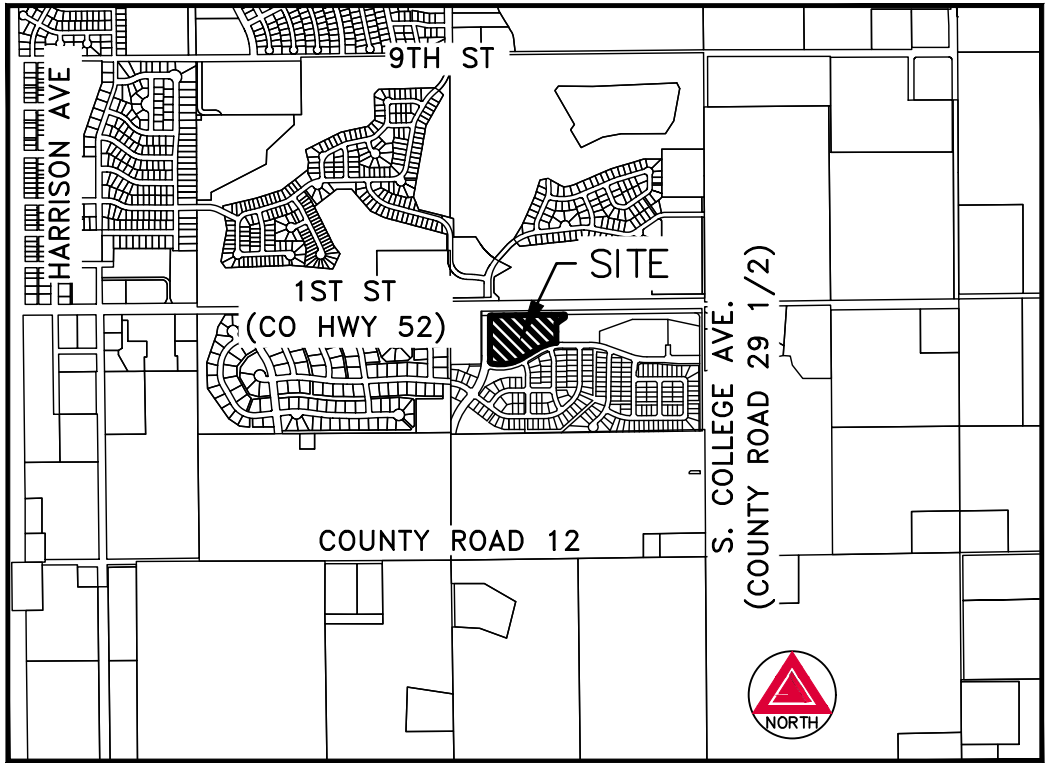
- c. Recreation and Open Space. The project will include park amenities, including open spaces and trails, and active and passive recreation.

11. Traffic Statement

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

MURATA FARMS FILING NO. 3 FINAL PLAT

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION
4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.
6.845 ACRES – 50 LOTS – 7 TRACTS
PROJECT NO. _____-____



VICINITY MAP

SCALE 1" = 2,000'

DESCRIPTION

LOT 3, BLOCK 14, MURATA FARMS FILING NO. 1.
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
RECEPTION NO. 4806267, RECORDS OF WELD COUNTY, COLORADO.

CONTAINING AN AREA OF 6.845 ACRES, (298,150 SQUARE FEET), MORE OR LESS.

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO
COORDINATE SYSTEM OF 1983 NORTH ZONE (NAD 83, 2011) REFERENCED TO THE NORTH
BOUNDARY OF LOT 3, BLOCK 14, MURATA FARMS FILING NO. 1, BEING MONUMENTED AS SHOWN
HEREON, TAKEN TO BEAR NORTH 89°17'03" EAST, A DISTANCE OF 779.97 FEET.

FLOOD ZONE

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

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE CW – BRIGGS, LLC, A TEXAS LIMITED LIABILITY
COMPANY, AND VIVA LAND VENTURES LP, A TEXAS LIMITED PARTNERSHIP BEING THE OWNERS OF
THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE LAID OUT AND PLATTED UNDER THE
NAME OF **MURATA FARMS FILING NO. 3**, AND DO HEREBY DEDICATE TO THE CITY OF FORT LUPTON
AND ITS LICENSEES FOR PUBLIC USE FOREVER ALL STREETS (S. GROSBEEK AVE.), AND UTILITY
EASEMENTS AS INDICATED HEREON. IN COMPLIANCE WITH THE CITY OF FORT LUPTON SUBDIVISION
REGULATIONS AND BY CONTRACTUAL AGREEMENT, THE LANDOWNERS SHALL BEAR ALL EXPENSES
INVOLVED IN IMPROVEMENTS.

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

VIVA LAND VENTURES LP, A TEXAS LIMITED PARTNERSHIP

BY: VIVA LAND VENTRES GP, LLC.
ITS: SOLE GENERAL PARTNER

BY: VIVA CAPITAL FUNDING, LLC, A TEXAS LIMITED LIABILITY COMPANY.
ITS: SOLE MEMBER

BY: _____
NAME: GREGORY J. DIDONNA
ITS: PRESIDENT

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____

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

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

OWNER'S APPROVAL

KNOWN ALL MEN BY THESE PRESENTS, THAT WE CW – BRIGGS, LLC, A TEXAS LIMITED LIABILITY COMPANY
AND VIVA LAND VENTURES LP, A TEXAS LIMITED PARTNERSHIP, BEING THE OWNERS OF THE LAND
DESCRIBED HEREIN, AND EACH AND ALL HEREBY CONSENT TO THIS PLAT AND JOIN THE CONVEYANCE AND
DEDICATION OF ALL STREETS, ROADS, ALLEYS, EASEMENTS, PUBLIC WAYS AND PLACES SHOWN HEREON.

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

VIVA LAND VENTURES LP, A TEXAS LIMITED PARTNERSHIP

BY: VIVA LAND VENTRES GP, LLC.
ITS: SOLE GENERAL PARTNER

BY: VIVA CAPITAL FUNDING, LLC, A TEXAS LIMITED LIABILITY COMPANY.
ITS: SOLE MEMBER

BY: _____
NAME: GREGORY J. DIDONNA
IS: PRESIDENT

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____

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

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

GENERAL NOTES

- RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES IS
GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, AND FIRE
LANES NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. THE SAME ARE
HEREBY DESIGNATED AS FIRE LANES AND EMERGENCY AND SERVICE VEHICLE ROADS, AND
SHALL BE POSTED "NO PARKING – FIRE LANE".
- THE EASEMENT AREA WITHIN EACH LOT OR TRACT IS TO BE CONTINUOUSLY MAINTAINED BY
THE OWNER OF THE LOT OR TRACT EXCEPTING THE EASEMENT HOLDER FROM SUCH
RESPONSIBILITY. ANY STRUCTURES INCONSISTENT WITH THE USE GRANTED IN THE EASEMENT
ARE PROHIBITED.
- DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND
DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- LAND TITLE GUARANTEE COMPANY TITLE COMMITMENT ORDER NO. ABC25190390.3 WITH AN
EFFECTIVE DATE OF JULY 17, 2024 AT 5:00 P.M. WAS RELIED UPON FOR RECORD
INFORMATION REGARDING EASEMENT(S) AND ENCUMBRANCES(S). THIS SURVEY DOES NOT
REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS, INC. TO DETERMINE OWNERSHIP,
RIGHT(S)-OF-WAY, EASEMENT(S), OR OTHER MATTERS OF PUBLIC RECORD.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY
MONUMENT(S) OR LAND BOUNDARY MONUMENT(S), OR ACCESSORY COMMITS A CLASS TWO
MISDEMEANOR PURSUANT TO 18-4-508 CRS.
- UNLESS SPECIFICALLY MODIFIED BY A PUD PLAN, ALL PROVISIONS OF THE CITY'S CODE AND
ADOPTED STANDARDS AND SPECIFICATIONS SHALL APPLY WITHIN PUD DISTRICTS.

CITY WATER AND SEWER DEPARTMENT APPROVAL

APPROVED THIS ____ DAY OF _____, 20____.

DIRECTOR OF PUBLIC WORKS

CITY ADMINISTRATOR'S APPROVAL

APPROVED THIS ____ DAY OF _____, 20____.

CITY ADMINISTRATOR

CITY ENGINEER'S APPROVAL

APPROVED THIS ____ DAY OF _____, 20____.

CITY ENGINEER

MAYOR'S CERTIFICATE

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

ATTEST:

MAYOR

CITY CLERK
(SEAL)

SURVEYOR'S CERTIFICATE

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

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

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

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

FOR REVIEW
DO NOT RECORD

 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com AzTec Proj. No.: 54823-20 Drawn By: GLW	DEVELOPER CORONADO WEST 8655 S. PRIEST DRIVE TEMPE, AZ 85285 (303) 285-1110	DATE OF PREPARATION:	2024-11-15
		SCALE:	N/A
		S H E E T 1 O F 2	

TRACT TABLE				
TRACT	AREA (SQ.FT)	AREA (AC ±)	USE	OWNED BY / MAINTAINED BY
TRACT A	70,201	1.612	LANDSCAPING	RESIDENTIAL METRO DISTRICT
TRACT B	54,381	1.248	LANDSCAPING	RESIDENTIAL METRO DISTRICT
TRACT C	2,433	0.056	LANDSCAPING	RESIDENTIAL METRO DISTRICT
TRACT D	16,237	0.373	LANDSCAPING	RESIDENTIAL METRO DISTRICT
TRACT E	1,770	0.041	LANDSCAPING	RESIDENTIAL METRO DISTRICT
TRACT F	1,958	0.045	LANDSCAPING	RESIDENTIAL METRO DISTRICT
TRACT G	1,222	0.028	LANDSCAPING	RESIDENTIAL METRO DISTRICT

MURATA FARMS FILING NO. 3 FINAL PLAT

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION
4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.
6.845 ACRES - 50 LOTS - 7 TRACTS
PROJECT NO. _____

LEGEND	
1. SET 18" NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC PLS 38367"	
ROW RIGHT-OF-WAY	EASEMENT TO BE VACATED BY THIS PLAT
U.E. UTILITY EASEMENT	
* = EASEMENT DEDICATED BY MURATA FARMS FILING NO. 1, REC. NO. 4806267	
(N.R.) NON-RADIAL	

LAND SUMMARY CHART			
TYPE	AREA (S.F.)	AREA (AC.)	% OF TOTAL AREA
LOTS	148,011	3.398	49.84%
TRACTS	148,202	3.403	26.78%
ROW	1,937	0.044	23.58%
TOTAL	298,150	6.845	100%

LINE TABLE		
LINE	BEARING	LENGTH
L1	N31°41'39"E	8.55'
L2	N53°37'48"E	4.01'
L3	S00°06'50"E	2.46'
L4	S89°53'10"W	21.50'
L5	S00°06'50"E	23.00'
L6	N89°53'10"E	19.50'
L7	N59°15'27"E	26.88'
L8	S30°44'33"E	19.50'
L9	N30°44'33"W	19.50'
L10	S89°06'50"E	8.20'
L11	S71°56'07"W	2.03'
L12	N41°38'17"E	9.69'
L13	S89°53'10"W	17.49'
L14	S09°20'44"E	17.50'
L15	N11°47'59"W	15.50'
L16	S77°58'18"W	5.24'
L17	S71°25'50"E	9.68'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CH. BEAR.	CH. DIST.
C1	90°00'00"	10.00'	15.71'	N44°53'10"E	14.14'
C2	84°29'34"	15.00'	22.12'	N72°59'20"W	20.17'
C3	65°43'25"	10.00'	11.47'	N02°01'10"E	10.85'
C4	63°40'38"	10.00'	11.11'	S65°20'34"E	10.55'
C5	33°58'02"	14.10'	8.36'	S17°09'36"E	8.24'
C6	90°00'00"	2.00'	3.14'	S44°53'10"W	2.83'
C7	90°00'00"	10.00'	15.71'	S44°53'10"W	14.14'
C8	90°06'37"	10.00'	15.73'	N45°03'19"W	14.16'
C9	59°22'18"	10.00'	10.36'	N29°34'18"E	9.90'
C10	58°22'18"	10.50'	10.70'	S59°55'42"E	10.24'
C11	90°00'00"	15.00'	23.56'	S14°15'27"W	21.21'
C12	93°21'19"	15.00'	24.44'	N61°34'25"W	21.83'
C13	56°32'02"	10.50'	10.36'	N13°22'16"E	9.95'
C14	118°34'20"	10.00'	20.69'	S59°24'00"E	17.19'
C15	79°04'34"	10.00'	13.80'	N39°25'27"E	12.73'
C16	90°00'00"	2.50'	3.93'	S44°53'10"W	3.54'
C17	1°03'05"	546.78'	10.03'	S81°18'23"W	10.03'
C18	89°11'11"	2.52'	3.93'	S35°45'48"W	3.54'
C19	2°29'56"	630.05'	27.48'	S79°25'38"W	27.48'
C20	92°38'22"	15.00'	24.25'	S31°25'25"W	21.70'
C21	56°33'25"	10.50'	10.36'	S43°10'28"E	9.95'



MURATA FARMS FILING NO. 3 - DUPLEXES

FINAL PUD

A PLAT OF A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO
LOCATED IN THE NORTH ½ OF THE SOUTHWEST ¼, SECTION 4, T1 N, R66 W OF THE 6TH P.M.
COVER SHEET
PROJECT NO. PPL2023-006

LEGAL DESCRIPTION

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

BASIS OF BEARINGS

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

FLOOD ZONE

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

LAND USE SUMMARY CHART		
GROSS AREA	298,150	SF
	6.84	AC
RESIDENTIAL LOTS	148,011	SF
	3.40	AC
ROW	1,937	SF
	0.04	AC
TRACTS	148,202	SF
	3.40	AC
TOTAL LOTS	50	
DUPLEXES	50	

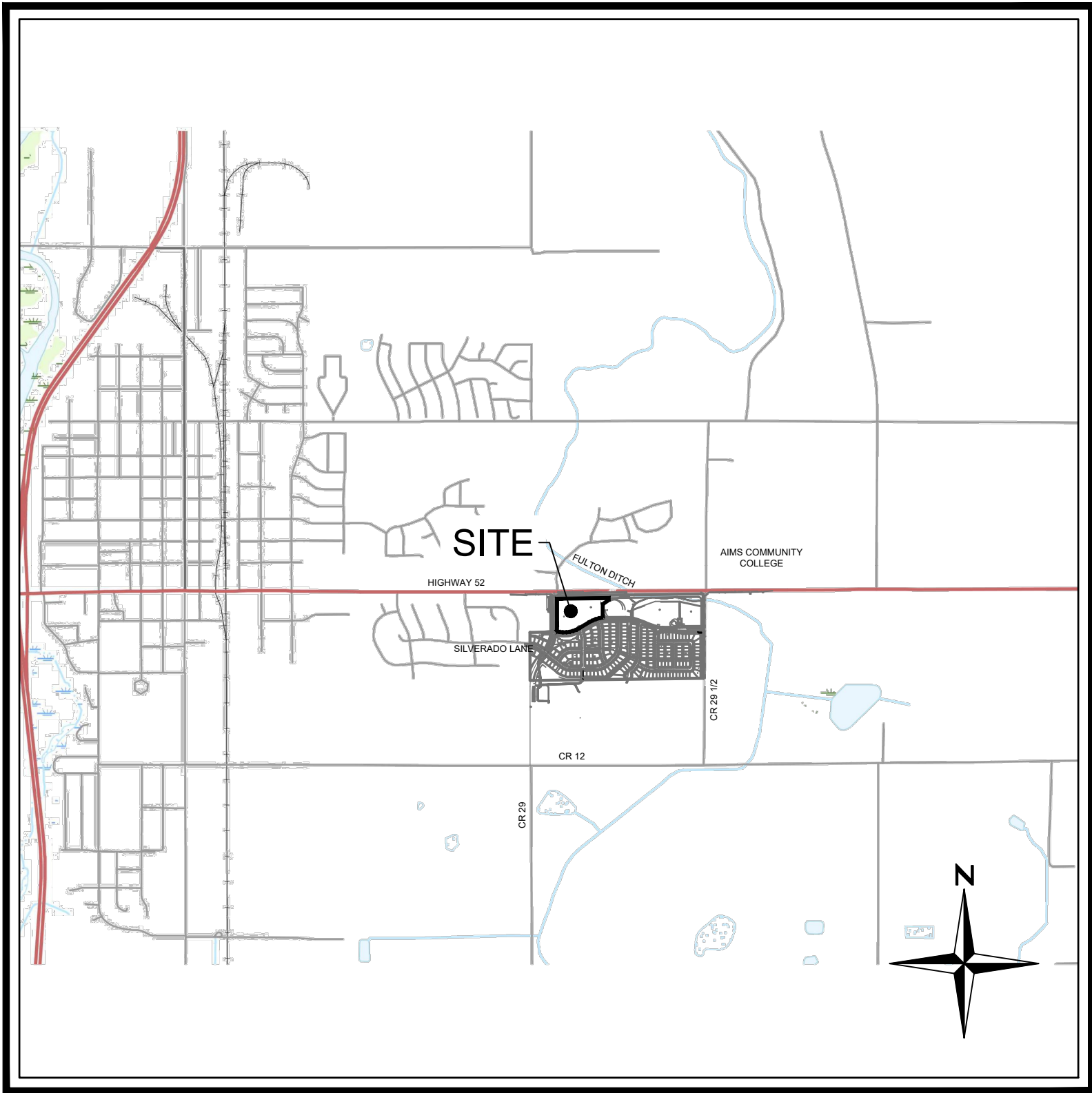
UPDATED: NOVEMBER 25, 2024

AREA SUMMARY					
DESCRIPTION	AREA (SF)	AREA (AC)	OWNERSHIP	MAINTENANCE RESPONSIBILITY	USE
RESIDENTIAL LOTS	148,011	3.40	PRIVATE	PRIVATE	
TOTAL	148,011	3.40			
TRACT A	70,201	1.61	METRO DISTRICT	METRO DISTRICT	ACCESS, UTILITY, MAINTENANCE, & SNOW REMOVAL
TRACT B	54,381	1.25	METRO DISTRICT	METRO DISTRICT	LANDSCAPING
TRACT C	2,433	0.06	METRO DISTRICT	METRO DISTRICT	LANDSCAPING
TRACT D	16,237	0.37	METRO DISTRICT	METRO DISTRICT	LANDSCAPING
TRACT E	1,770	0.04	METRO DISTRICT	METRO DISTRICT	LANDSCAPING
TRACT F	1,958	0.04	METRO DISTRICT	METRO DISTRICT	LANDSCAPING
TRACT G	1,222	0.03	METRO DISTRICT	METRO DISTRICT	LANDSCAPING
TOTAL	148,202	3.40			
TOTAL	296,213	6.80			

UPDATED: NOVEMBER 25, 2024

BENCHMARK

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



VICINITY MAP
SCALE: 1" = 2000'

PROJECT TEAM

CIVIL ENGINEER

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

OWNER / DEVELOPER

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

LANDSCAPE ARCHITECT/PLANNER

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

TRAFFIC ENGINEER

FOX TUTTLE
TRANSPORTATION GROUP
1624 MARKET STREET, SUITE 202
DENVER, CO 80202
303.652.3571 voice
CONTACT: STEVE TUTTLE, PE

SURVEYOR

AZTEC COSNULTANTS, INC
300 E MINERAL AVE #1
LITTLETON, CO 80122
303.713.1891 VOICE
CONTACT: MIKE NOFFSINGER, PLS

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	DEVELOPMENT STANDARDS
3	EXISTING CONDITIONS
4	SITE PLAN
5	STREET SECTIONS
6	GRADING PLAN
7	UTILITY PLAN
8	LANDSCAPE PLAN
9	LANDSCAPE PLAN
10	LANDSCAPE PLAN
11	LANDSCAPE NOTES & PLANT SCHEDULE
12	LANDSCAPE LOT TYPICAL
13	LANDSCAPE DETAILS
14	ARCHITECTURAL ELEVATIONS
15	ARCHITECTURAL ELEVATIONS
16	ARCHITECTURAL ELEVATIONS
17	ARCHITECTURAL ELEVATIONS
18	ARCHITECTURAL ELEVATIONS
19	ARCHITECTURAL ELEVATIONS
20	ARCHITECTURAL ELEVATIONS
21	ARCHITECTURAL ELEVATIONS

OWNER'S APPROVAL

KNOW ALL MEN BY THESE PRESENTS, THAT I/WE, VIVA LAND VENTURES, LP, A TEXAS DOMESTIC LIMITED PARTNERSHIP, BEING THE SOLE OWNER(S) OF THE LAND DESCRIBED HEREIN, ARE ALL OF THE MORTGAGEES AND HOLDERS OF LIENS UPON THE PROPERTY, AND EACH AND ALL HEREBY CONSENT TO THIS PRELIMINARY PLAT AND PUD PLAN.

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

VIVA LAND VENTURES, LP
A TEXAS LIMITED PARTNERSHIP

BY: VIVA LAND VENTURES GP, LLC, ITS SOLE GENERAL PARTNER

BY: VIVA CAPITAL FUNDING, LLC, A TEXAS LIMITED LIABILITY COMPANY
ITS: SOLE MEMBER

BY: _____
GREGORY J. DIDONNA
ITS: PRESIDENT

STATE OF COLORADO,)
COUNTY OF WELD) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY
_____, ON THIS ____ DAY OF _____, 202_.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

CITY ENGINEER'S APPROVAL

APPROVED THIS ____ DAY OF _____, 202_.

CITY ENGINEER

CITY ADMINISTRATOR'S APPROVAL

APPROVED THIS ____ DAY OF _____, 202_.

CITY ADMINISTRATOR

CITY WATER AND SEWER DEPARTMENT APPROVAL

APPROVED THIS ____ DAY OF _____, 202_.

DIRECTOR OF PUBLIC WORKS

PLANNING COMMISSION RECOMMENDATION

RECOMMENDED THIS ____ DAY OF _____, 202_,
BY RESOLUTION NO. P2024-005.

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. 2024R027 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

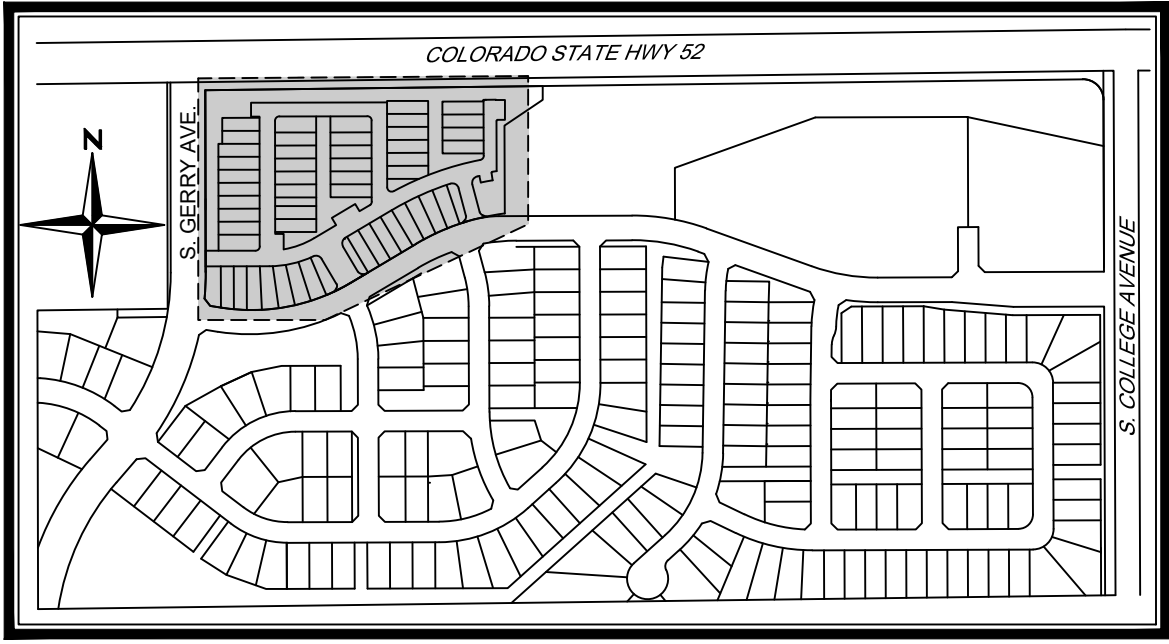
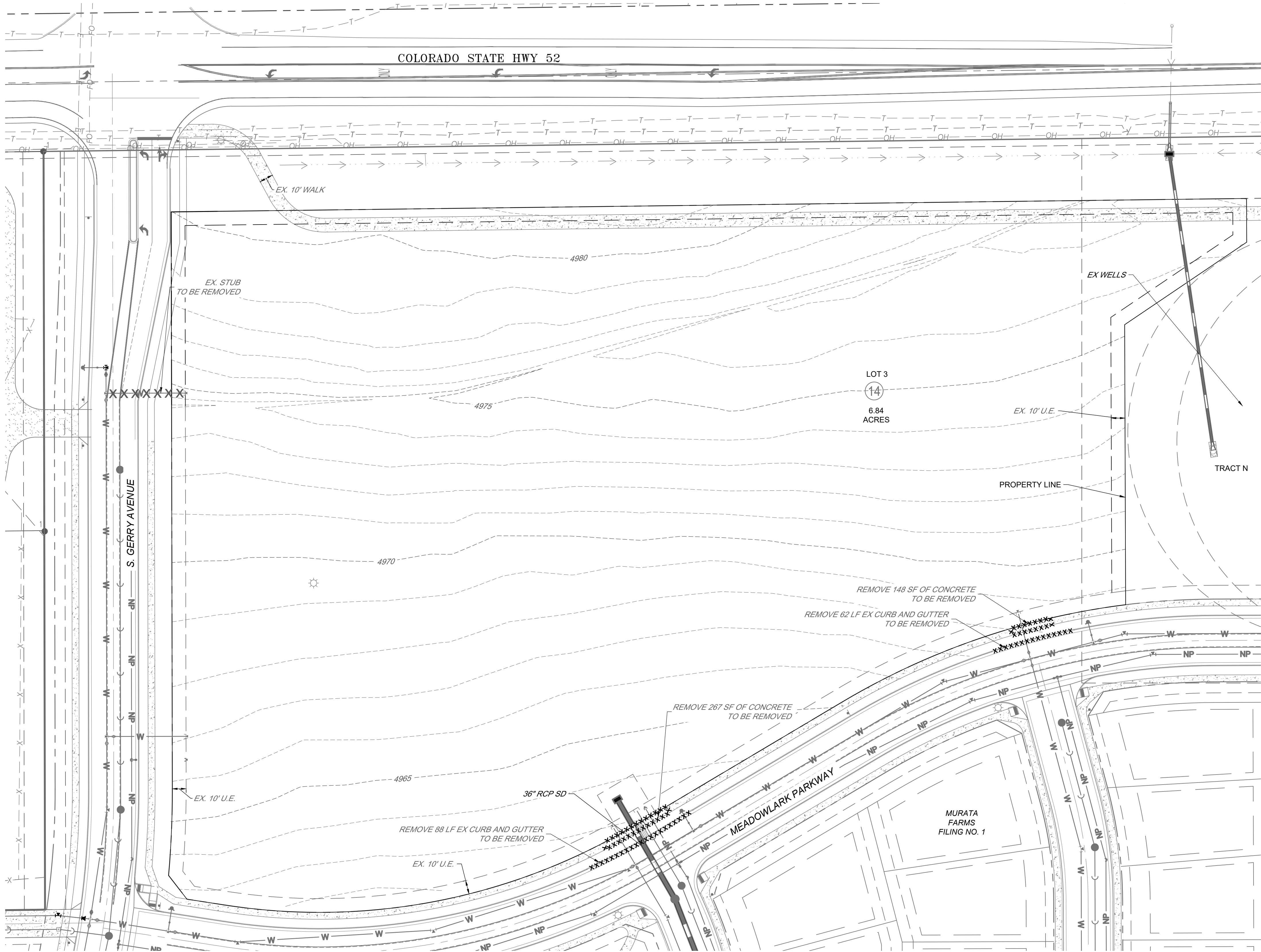
CITY CLERK

MURATA FARMS FILING NO. 3
FINAL PUD
COVER SHEET

SHEET

1

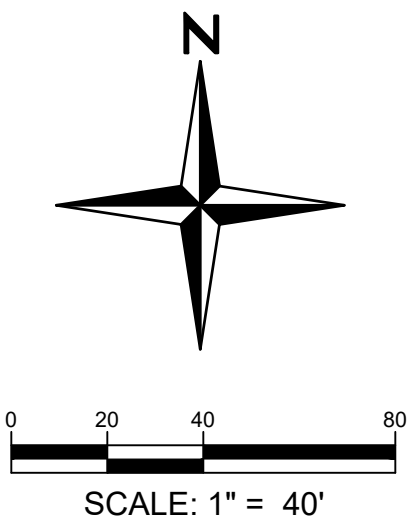
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KEYMAP
N.T.S.

EXISTING LEGEND

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



MURATA FARMS FILING NO. 3
FINAL PUD
EXISTING CONDITIONS

SHEET

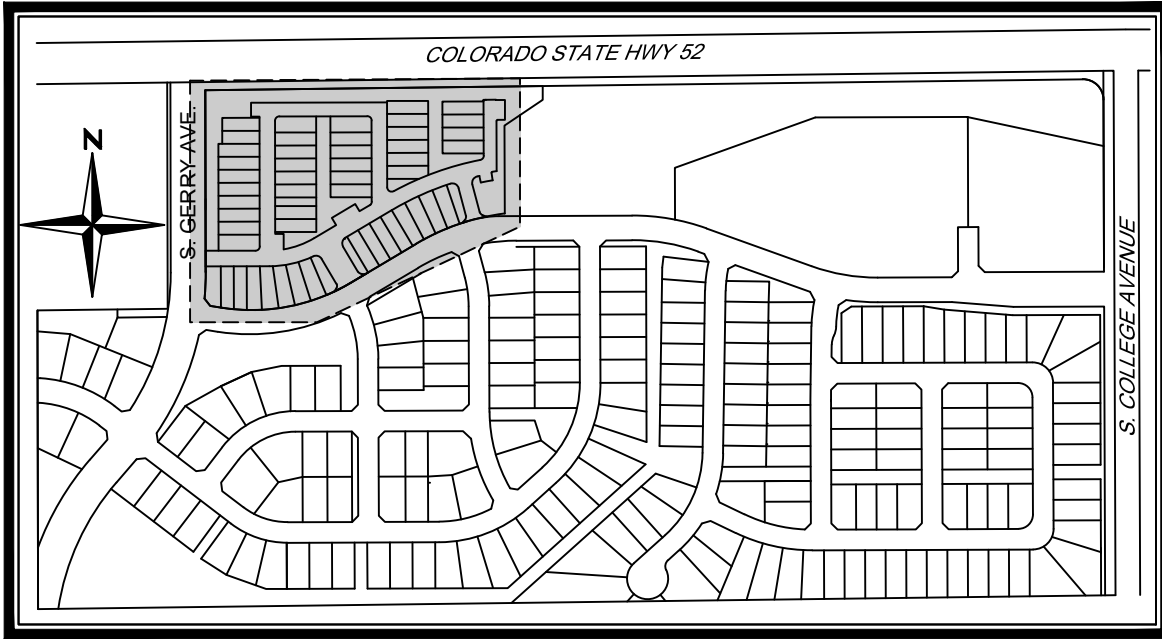
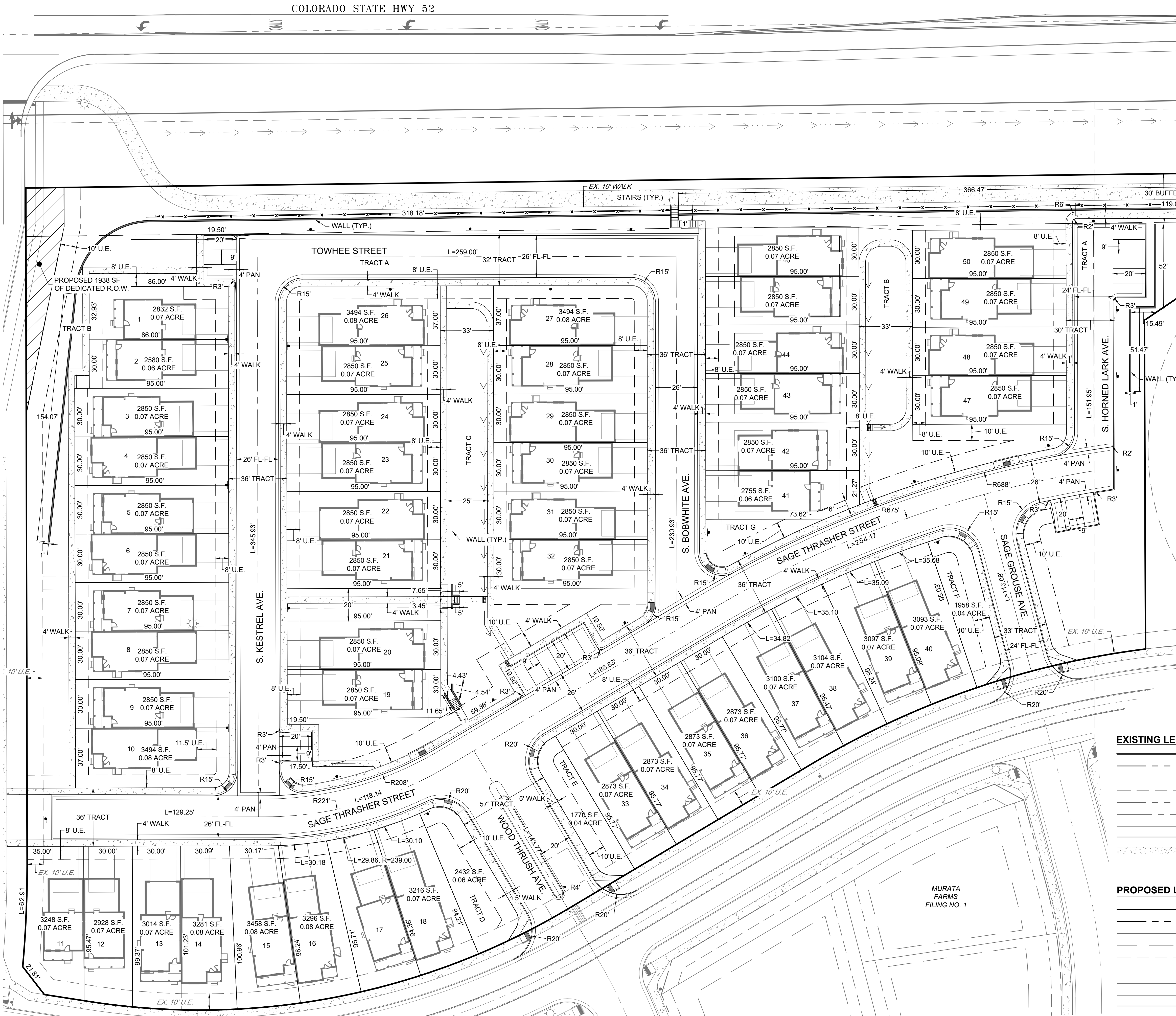
3

LANDSCAPE ARCHITECT / PLANNER:
henry design group
Landscape Architecture • Planning • Entitlements
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
303.446.2388 • henydesigngroup.com

ENGINEER:
Redland
WHERE GREAT PLACES BEGIN
720.382.4762 OFFICE
11000 E. Harvard Avenue, Suite 200
Littleton, Colorado 80120
REDLAND.COM

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

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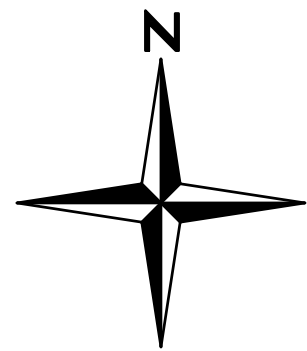
- NOTE:
1. WESTERN MIDSTREAM PIPELINE DOES NOT ENTER SITE
 2. ALL PRIVATE ROADS ADJACENT TO A HYDRANT SHALL BE 26' WIDE PER
 3. SEE SHEET 5 FOR STREET SECTIONS

EXISTING LEGEND

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

PROPOSED LEGEND

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



0 15 30 60
SCALE: 1" = 30'

MURATA FARMS FILING NO. 3
FINAL PUD
SITE PLAN

SHEET

4

ENGINEER:

Redland
WHERE GREAT PLACES BEGIN



APPLICANT:

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

NOTES

DATE

NO

NOTES

DATE

NO

NOTES

DATE

NO

NOTES

DATE

NO

NOTES

DATE

NO

NOTES

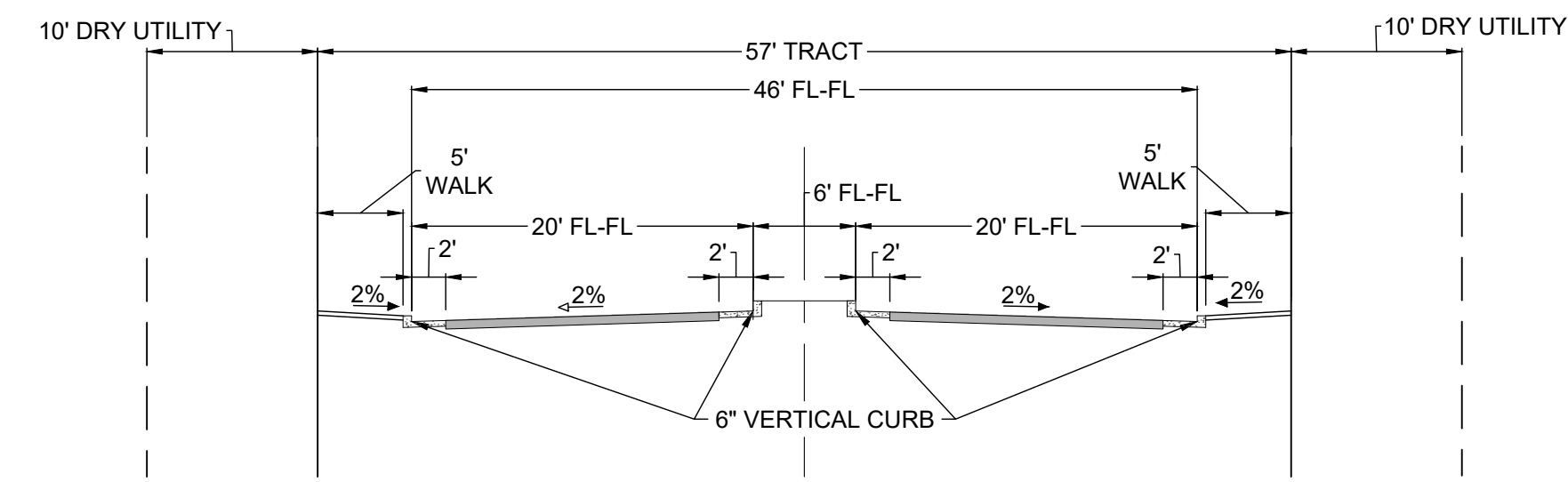
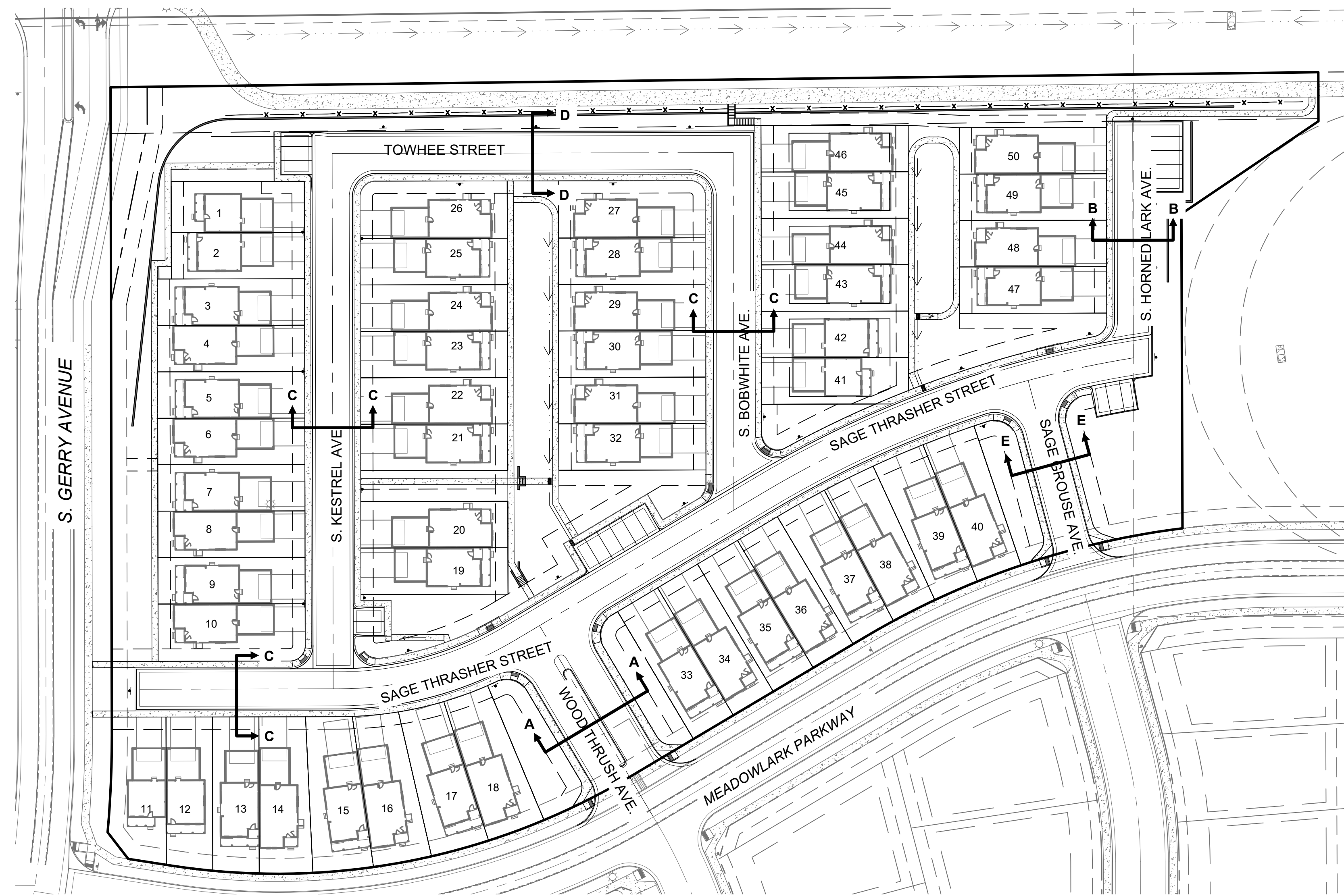
DATE

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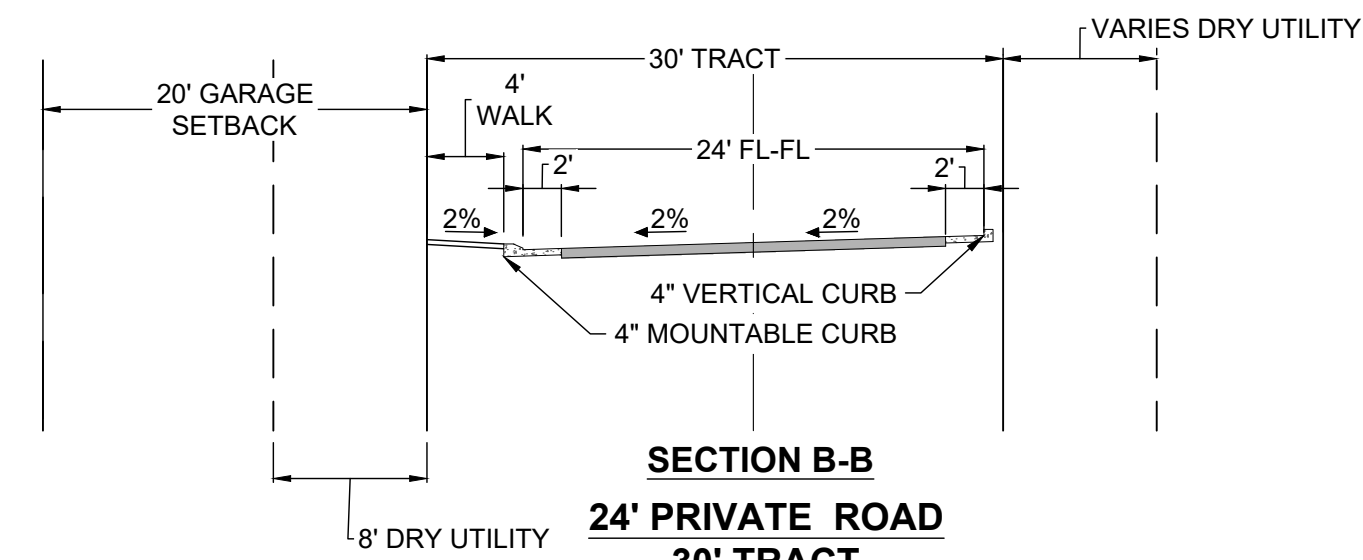
NOTES

LANDSCAPE ARCHITECT / PLANNER:

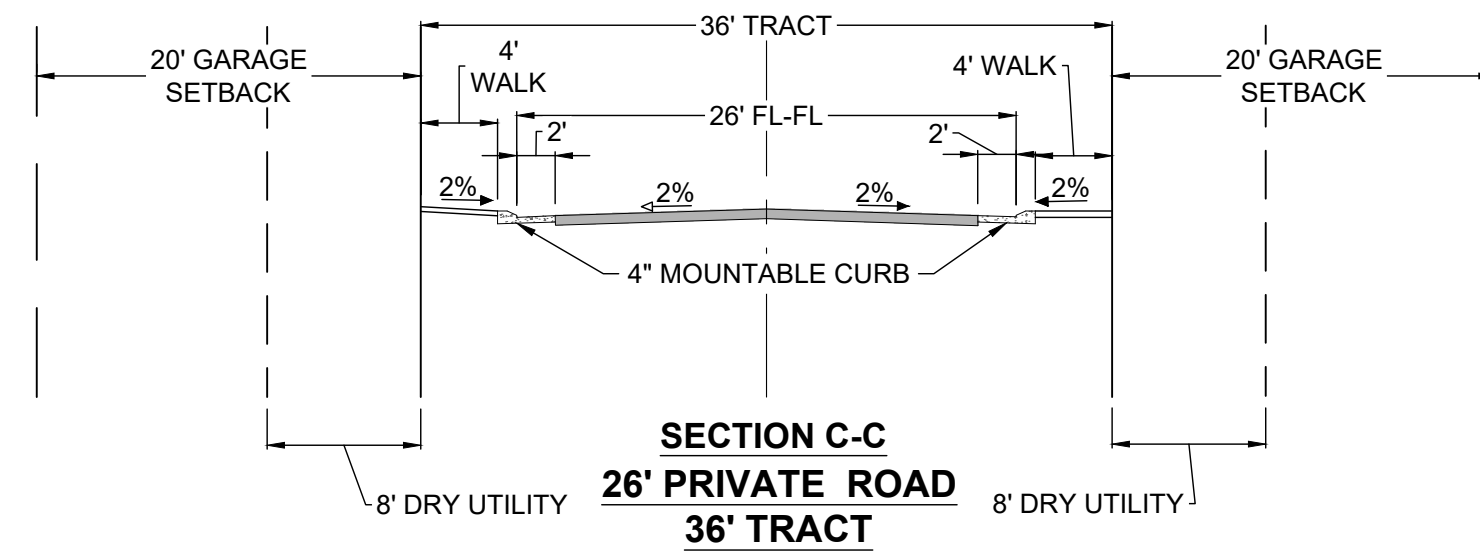
henry design group
Landscape Architecture • Planning • Entitlements
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
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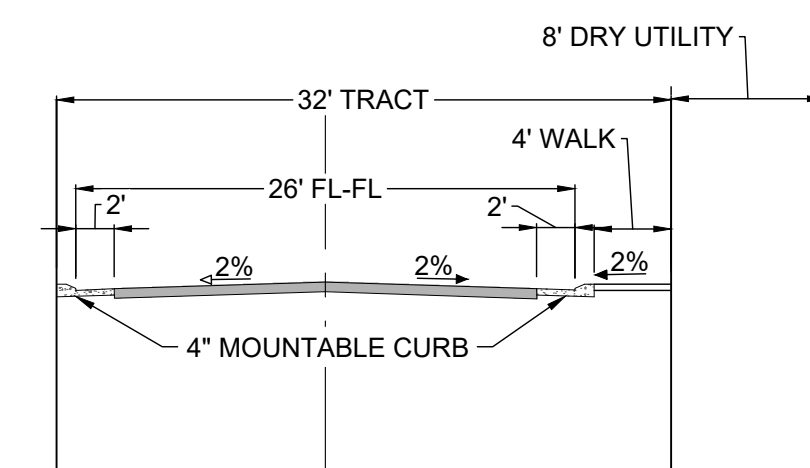
SECTION A-A
46' WOOD THRUSH AVENUE
57' TRACT



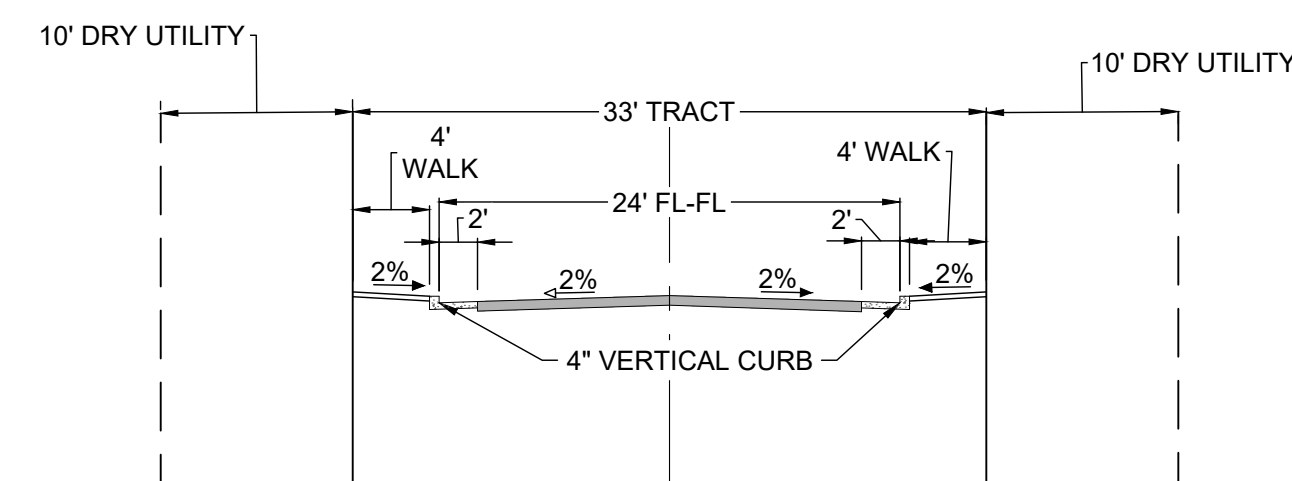
SECTION B-B
24' PRIVATE ROAD
30' TRACT



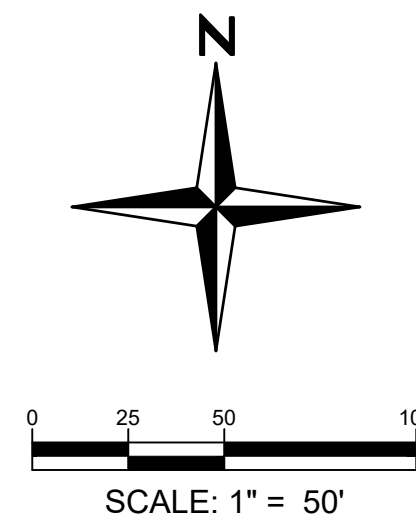
SECTION C-C
26' PRIVATE ROAD
36' TRACT



SECTION D-D
26' PRIVATE ROAD
32' TRACT



SECTION E-E
24' PRIVATE ROAD
W/ VERTICAL CURB
33' TRACT

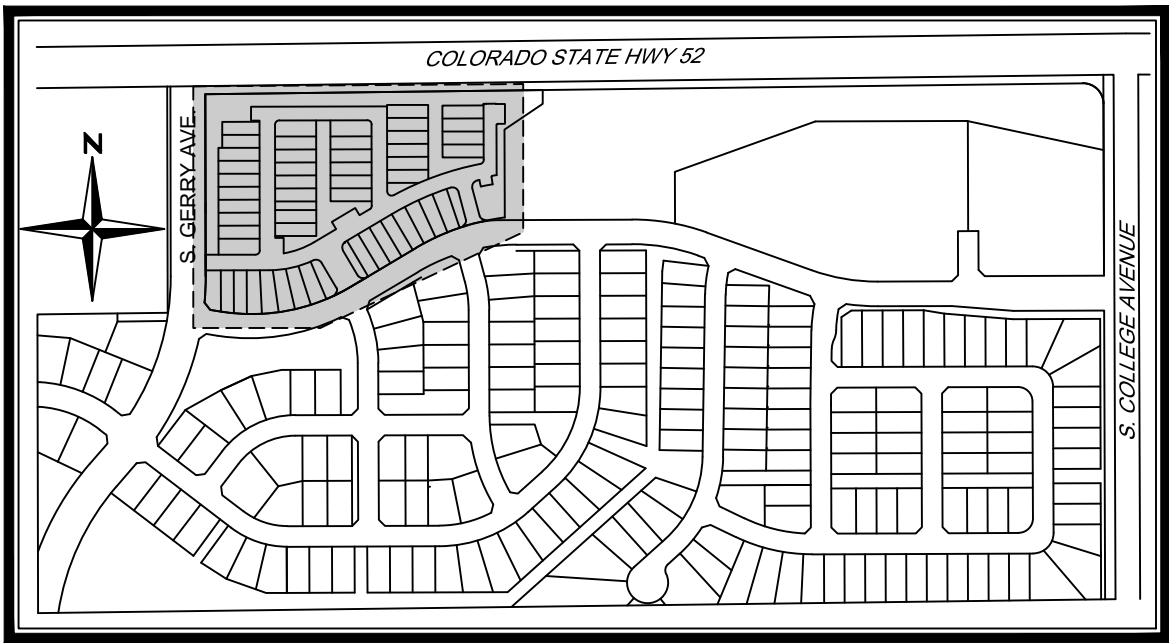


PROPOSED LEGEND

- STORM SEWER
5280 CONTOUR MAJOR
5281 CONTOUR MINOR
81.73 SPOT ELEVATION
SLOPE ARROW
(4:1 MAX UNLESS NOTED OTHERWISE)
LOT TEMPLATE
EX. CONTOUR MAJOR
EX. CONTOUR MINOR
CONTOUR MAJOR (BY OTHERS)
CONTOUR MINOR (BY OTHERS)

NOTES:

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

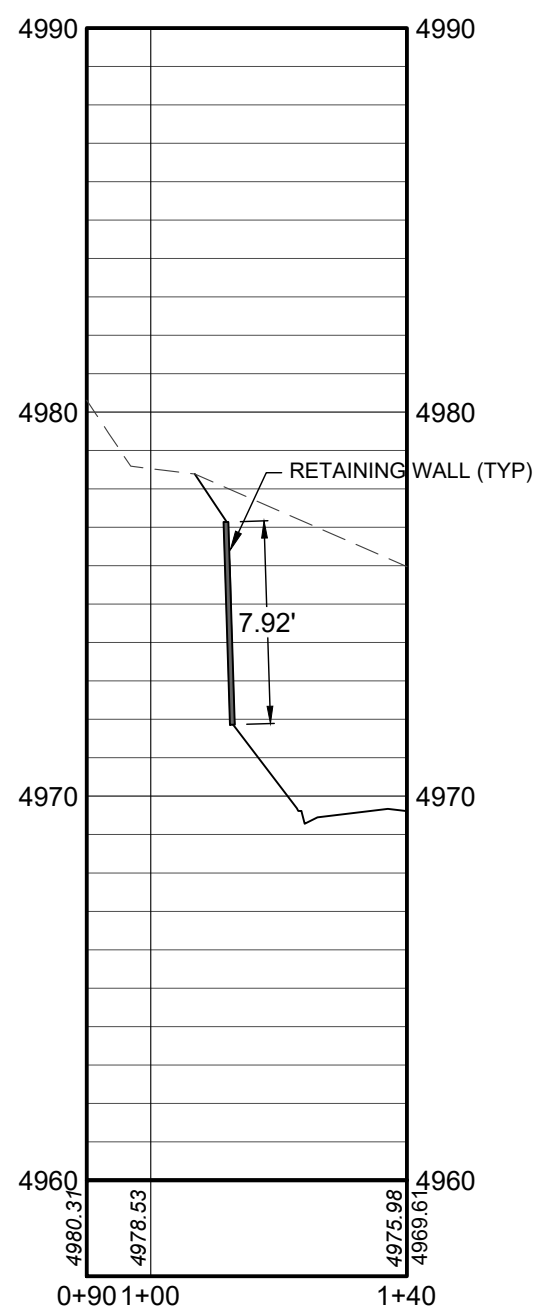


KEYMAP
N.T.S.



SECTION A-A PROFILE

H: 1" = 20'
V: 1" = 5'



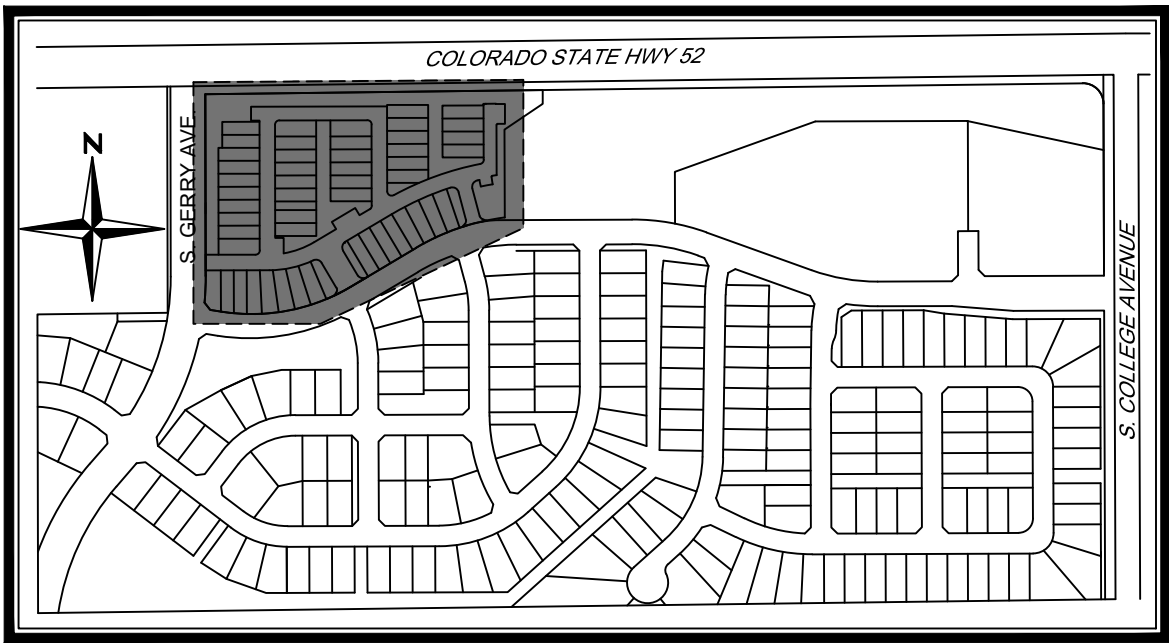
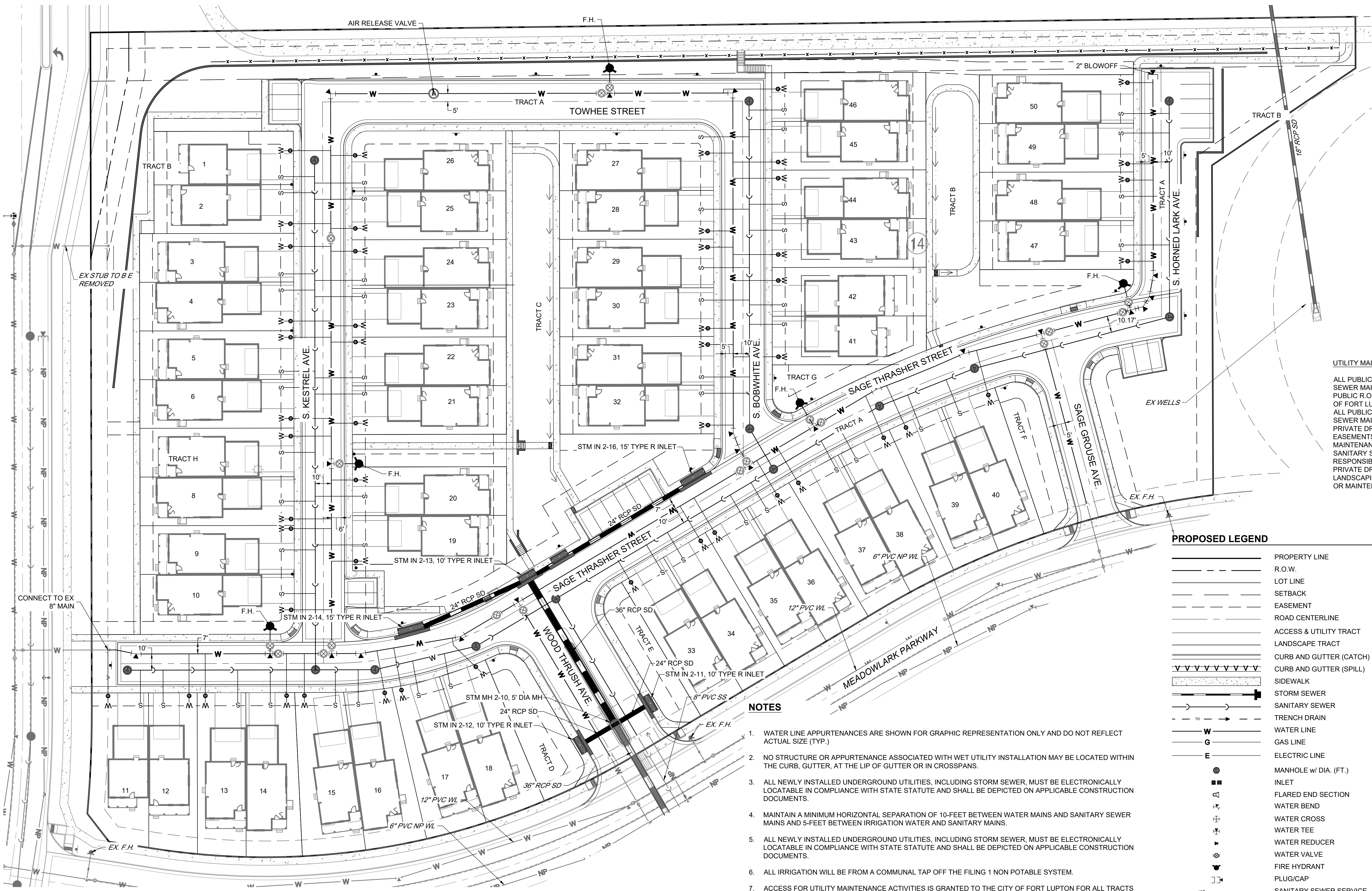
RETAINING WALL DETAIL
N.T.S.

MURATA FARMS FILING NO. 3
FINAL PUD
GRADING PLAN

SHEET

PROJECT NO.	19032.003	DATE	NO.	NOTES
DATE	NO.	NOTES	1 1ST SUBMITTAL TO FORT LIPTON	

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KEYMAP
N.T.S

UTILITY MAINTENANCE STATEMENT

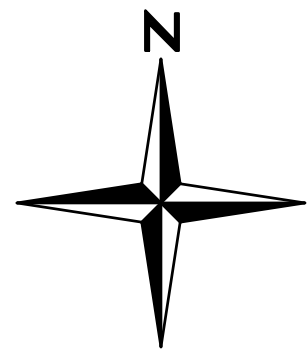
ALL PUBLIC WATER, STORM SEWER AND SANITARY SEWER MAINS AND APPURTENANCES LOCATED IN PUBLIC R.O.W. SHALL BE MAINTAINED BY THE CITY OF FORT LUPTON PUBLIC WORKS DEPARTMENT. ALL PUBLIC WATER, STORM SEWER, SANITARY SEWER MAINS AND APPURTENANCES UNDER PRIVATE DRIVES ARE LOCATED IN UTILITY EASEMENTS. CITY IS NOT 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.

PROPOSED LEGEND

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

NOTES

- WATER LINE APPURTENANCES ARE SHOWN FOR GRAPHIC REPRESENTATION ONLY AND DO NOT REFLECT ACTUAL SIZE (TYP.)
- NO STRUCTURE OR APPURTENANCE ASSOCIATED WITH WET UTILITY INSTALLATION MAY BE LOCATED WITHIN THE CURB, GUTTER, AT THE LIP OF GUTTER OR IN CROSSPANS.
- ALL NEWLY INSTALLED UNDERGROUND UTILITIES, INCLUDING STORM SEWER, MUST BE ELECTRONICALLY LOCATABLE IN COMPLIANCE WITH STATE STATUTE AND SHALL BE DEPICTED ON APPLICABLE CONSTRUCTION DOCUMENTS.
- MAINTAIN A MINIMUM HORIZONTAL SEPARATION OF 10-FOOT BETWEEN WATER MAINS AND SANITARY SEWER MAINS AND 5-FOOT BETWEEN IRRIGATION WATER AND SANITARY MAINS.
- ALL NEWLY INSTALLED UNDERGROUND UTILITIES, INCLUDING STORM SEWER, MUST BE ELECTRONICALLY LOCATABLE IN COMPLIANCE WITH STATE STATUTE AND SHALL BE DEPICTED ON APPLICABLE CONSTRUCTION DOCUMENTS.
- ALL IRRIGATION WILL BE FROM A COMMUNAL TAP OFF THE FILING 1 NON POTABLE SYSTEM.
- ACCESS FOR UTILITY MAINTENANCE ACTIVITIES IS GRANTED TO THE CITY OF FORT LUPTON FOR ALL TRACTS SHOWN ON THIS PLAT.



0 15 30 60
SCALE: 1" = 30'

MURATA FARMS FILING NO. 3
FINAL PUD
UTILITY PLAN

SHEET

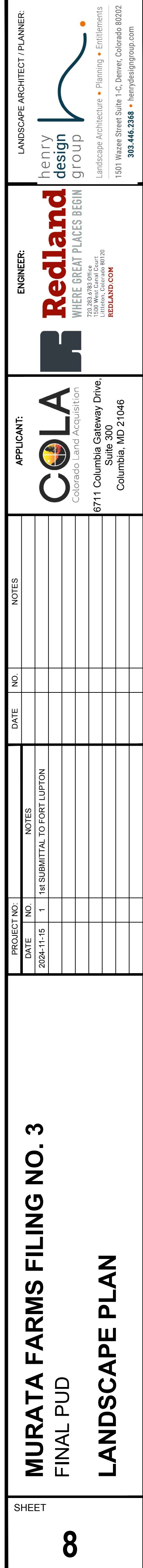
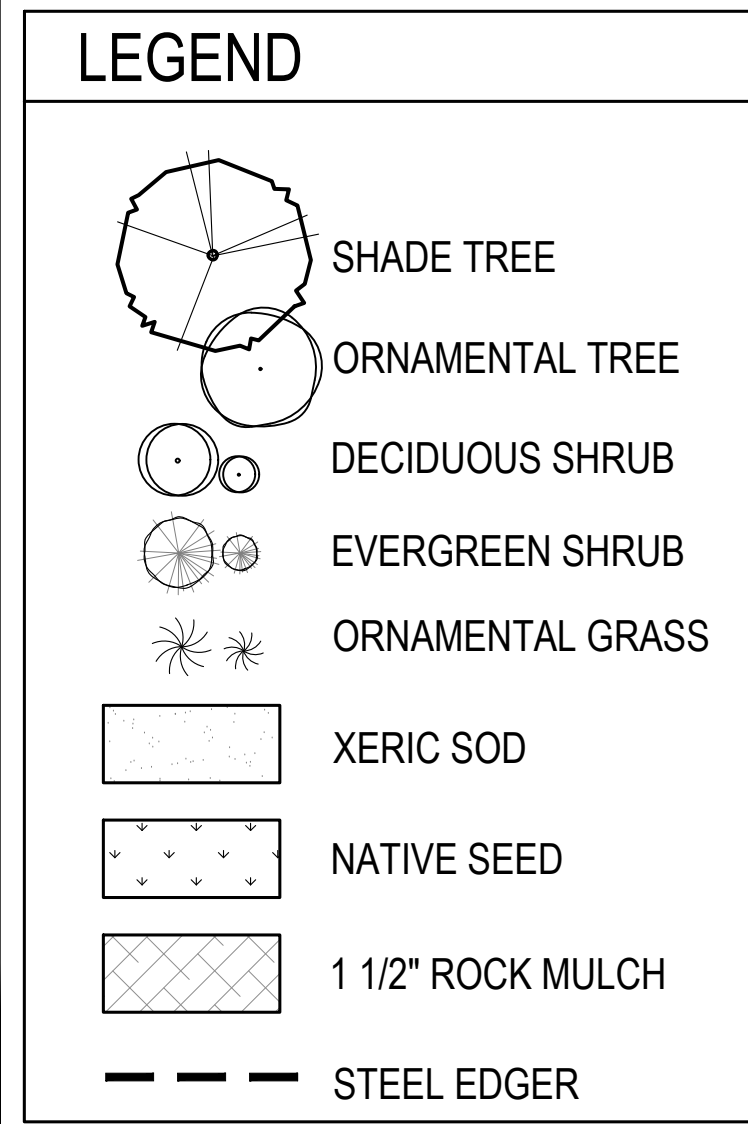
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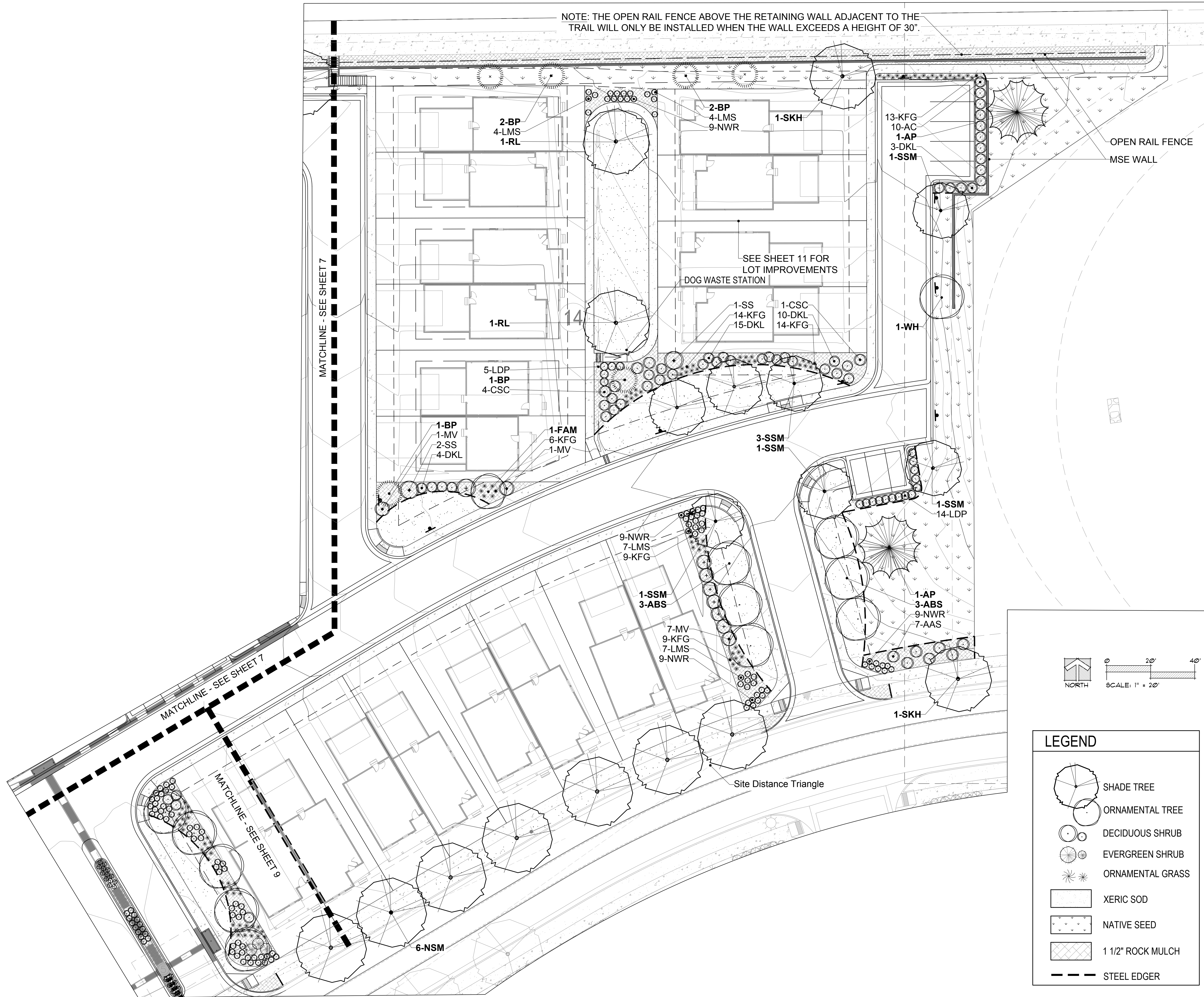
LANDSCAPE ARCHITECT / PLANNER:
henry design group
Landscape Architecture • Planning • Entitlements
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
303.446.2346 • henydesigngroup.com

ENGINEER:
Redland
WHERE GREAT PLACES BEGIN
7020 ARIZONA DRIVE
LITTLETON, COLORADO 80120
REDLAND.COM

APPLICANT:
COLA
Colorado Land Acquisition
555 Middle Creek Parkway,
3000
Colorado Springs, CO 80921

PROJECT NO.	DATE	NO.	NOTES
19032.003			
1			1ST SUBMITTAL TO FORT LUPTON





MURATA FARMS FILING NO. 3
FINAL PUD
LANDSCAPE PLAN

SHEET

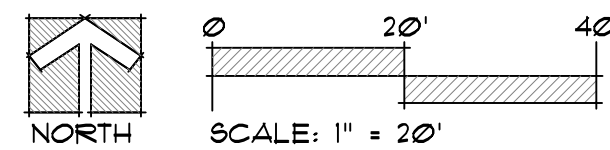
9

LANDSCAPE ARCHITECT / PLANNER:
henry design group
Landscape Architecture • Planning • Entitlements
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303.444.2348 • henydesigngroup.com

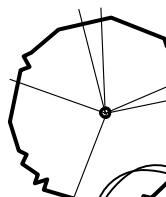
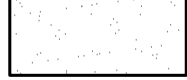
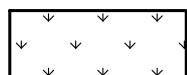
ENGINEER:
Redland
WHERE GREAT PLACES BEGIN
723.853.8765 Office
Landscape Architecture • Planning • Entitlements
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
REDLAND.COM

APPLICANT:
COLA
Colorado Land Acquisition
8711 Columbia Gateway Drive
Suite 200
Columbia, MD 21046

PROJECT NO.	DATE	NO.	DATE	NO.	NOTES
2024-11-15	1	1st SUBMITTAL TO FORT LUPTON			



LEGEND

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

[illegible]

PLANT LIST

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

LOW GROW NATIVE SEED MIX

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



- Characteristics:**
 - Grows 8-12 inches tall
 - Requires little to no maintenance
 - Grows well in elevations up to 10,000 ft
- Seeding Rate:**

New Seeding
 - Dryland: 20-25 lbs/acre
 - Irrigated: 40 lbs/acre

Overseeding
 - Dryland: 10-15 lbs/acre
 - Irrigated: 20 lbs/acre

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

SEEDING INSTALLATION

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

NOTES

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

LANDSCAPE ARCHITECT / PLANNER:
henry design group
Landscape Architecture • Planning • Entitlements
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
303.444.2348 • henydesigngroup.com

ENGINEER:
Redland
WHERE GREAT PLACES BEGIN
723.283.8300 Office
Lafayette, Colorado 80028
REDLAND.COM

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

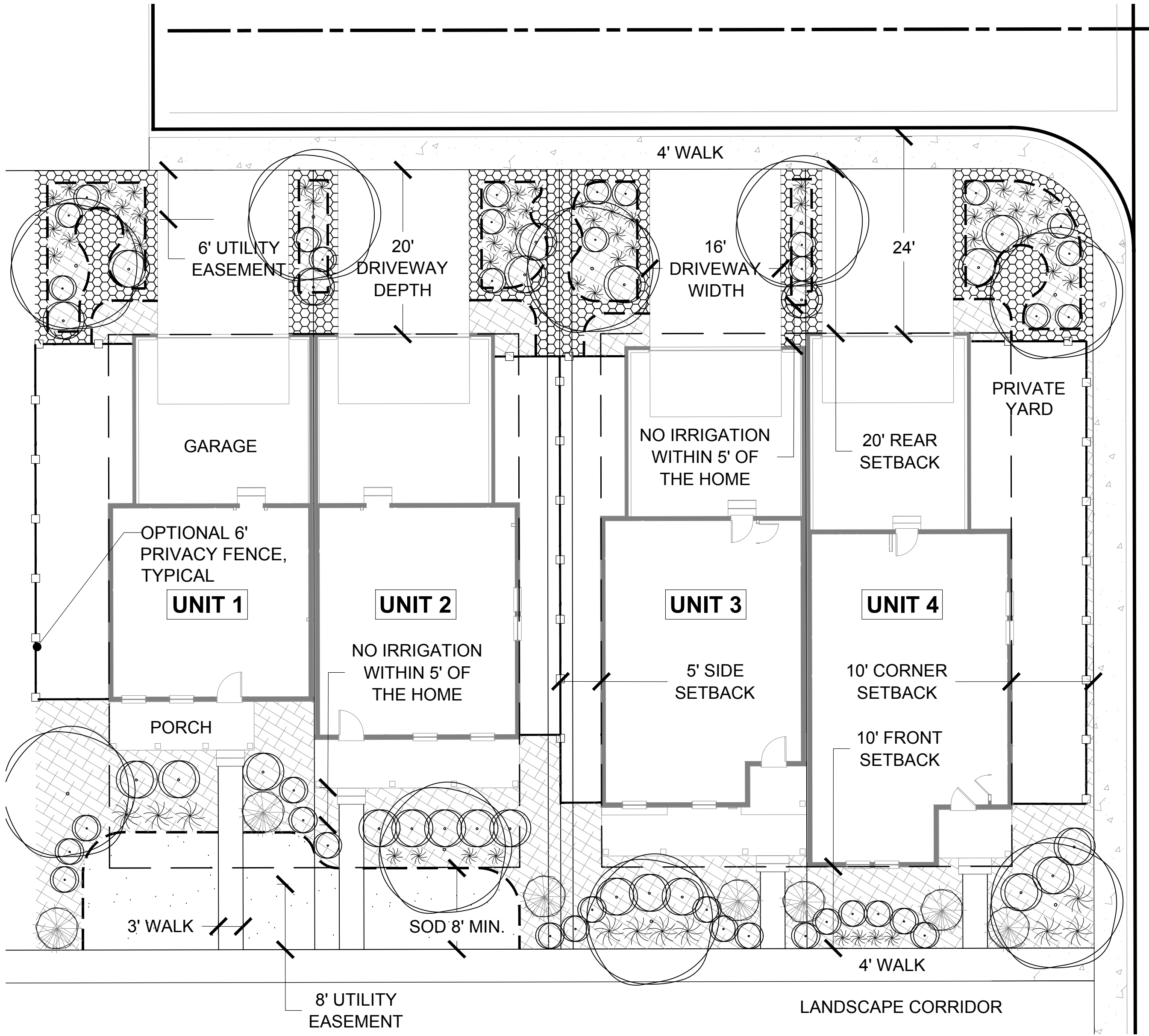
PROJECT NO. 1
DATE 2024-11-15
NOTES
1st SUBMITTAL TO FORT LUPTON

NOTES

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

SHEET
11

PAIRED HOMES



RESIDENTIAL LOT LANDSCAPE REQUIREMENTS				
	TREES REQUIRED (1 TREE/ 40 LF)	TREES SHOWN	SHRUBS REQUIRED (1 SHRUB/ 5 LF)	SHRUBS SHOWN
PAIRED HOME 1 & 2				
FRONT YARD LANDSCAPE	1.5	2	13	21
ALLEY LANDSCAPE	1.5	2	13	20
PAIRED HOME 3 & 4				
FRONT YARD LANDSCAPE	1.5	2	13	24
ALLEY LANDSCAPE	1.5	3	13	21

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

The developer or assigns (builder) shall provide:

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

TYPICAL LOT YARD LANDSCAPE

SCALE: 1" = 10'

RECOMMENDED LOT TYPICAL PLANT LIST

RECOMMENDED TREES FOR FRONT YARD

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

NOTE:

ALL RECOMMENDED SHRUBS SHALL BE A MINIMUM OF 5 GAL. CONTAINER SIZE AT TIME OF PLANTING AND ALL GRASSES SHALL BE A MINIMUM OF 1 GAL. CONTAINER SIZE AT TIME OF PLANTING.

EVERY THREE TO FIVE LOTS SHOULD NOT REPLICATE THE SAME LANDSCAPING DESIGN; ENSURING THAT FRONT YARDS ARE NOT REPEATED WITH THE SAME LANDSCAPE PALETTE OF PLANTS OR ACTUAL DESIGN WITHIN A CERTAIN AREA. DIFFERENCES IN DESIGN SHALL STILL NECESSITATE A COMPARABLE AMOUNT OF LANDSCAPING.

RECOMMENDED SHRUBS FOR FRONT, REAR AND SIDE YARDS

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

LEGEND

- SHADE TREE
- ORNAMENTAL TREE
- DECIDUOUS SHRUB
- EVERGREEN SHRUB
- ORNAMENTAL GRASS
- XERIC SOD
- 1 1/2" ROCK MULCH
- 2-4" RIVER COBBLE MULCH
- PRIVACY FENCE
- OPEN RAIL FENCE
- STEEL EDGER

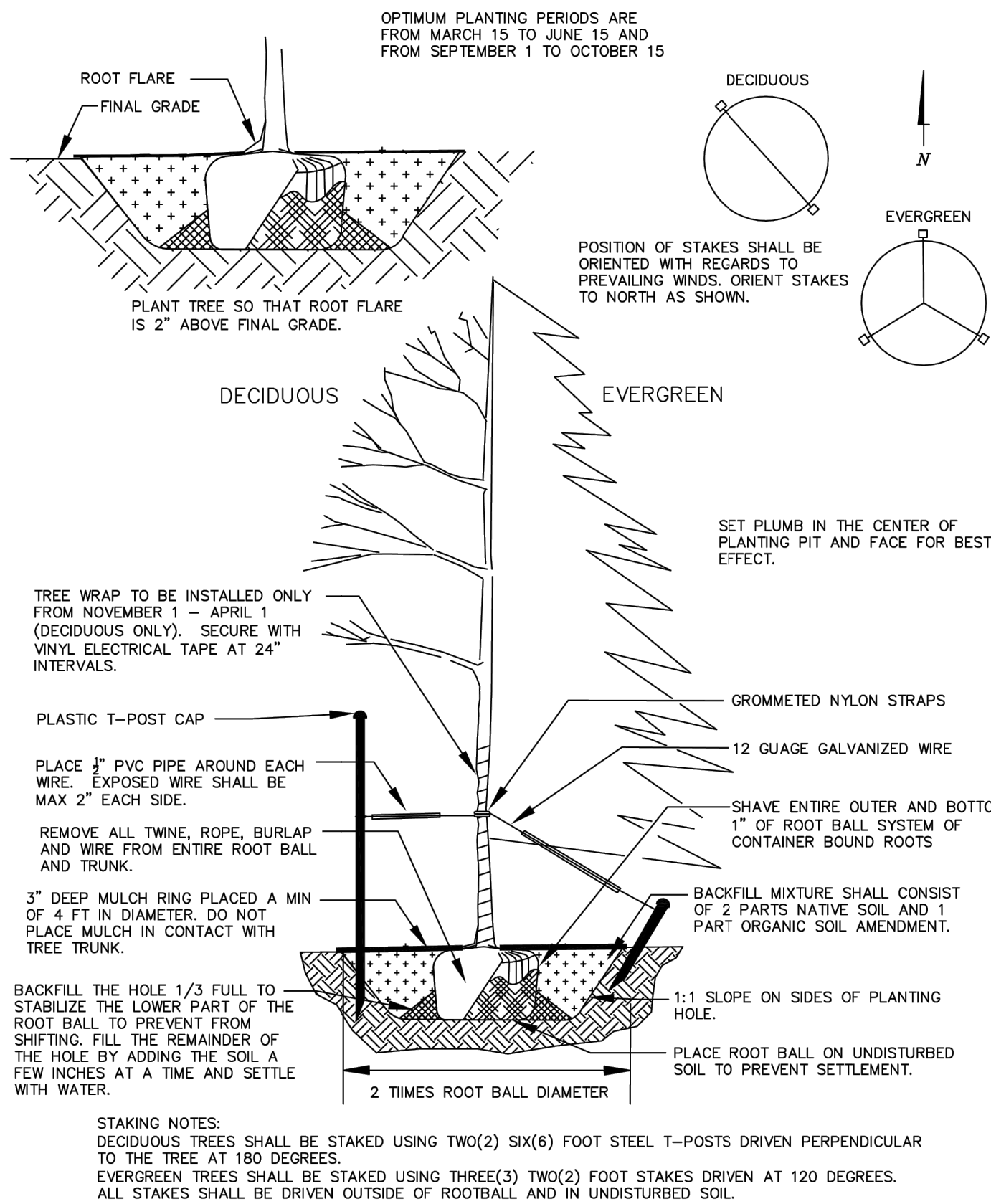
MURATA FARMS FILING NO. 3

FINAL PUD

LANDSCAPE LOT TYPICAL

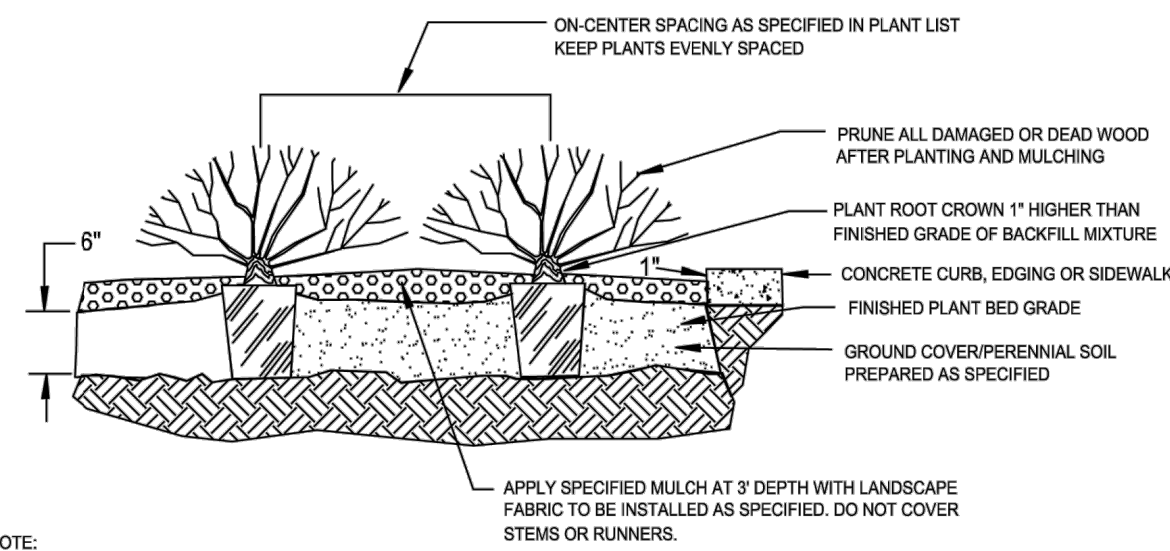
SHEET

12

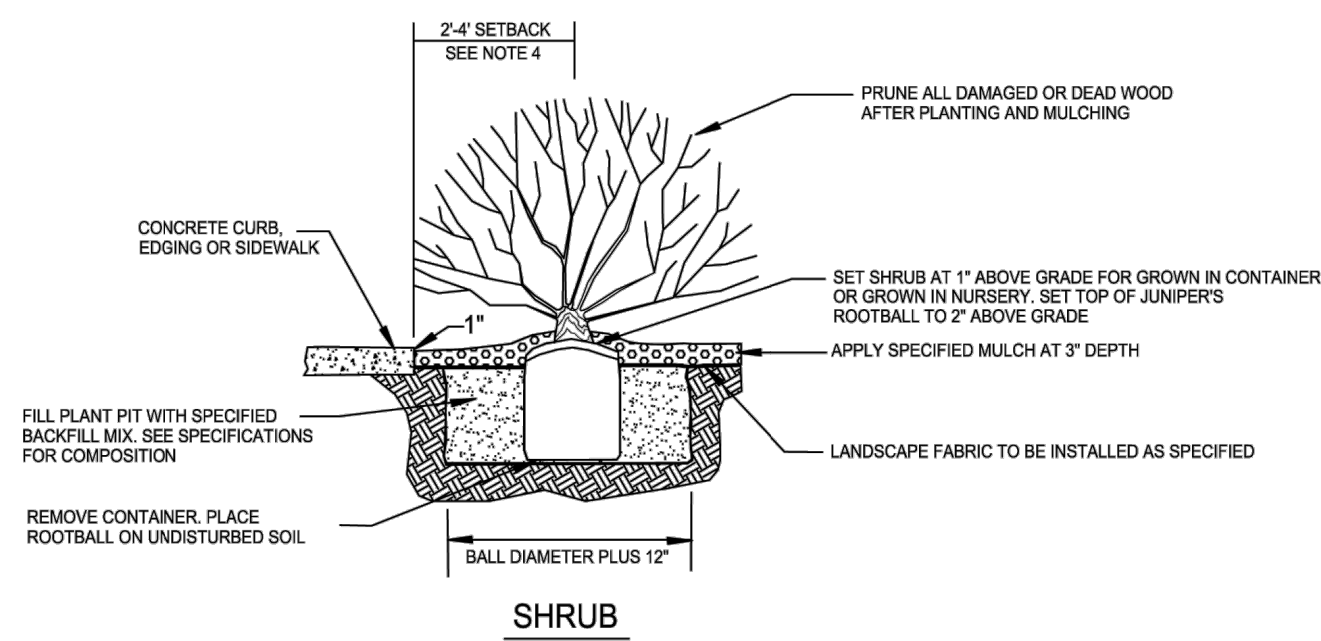


TREE PLANTING

NOT TO SCALE



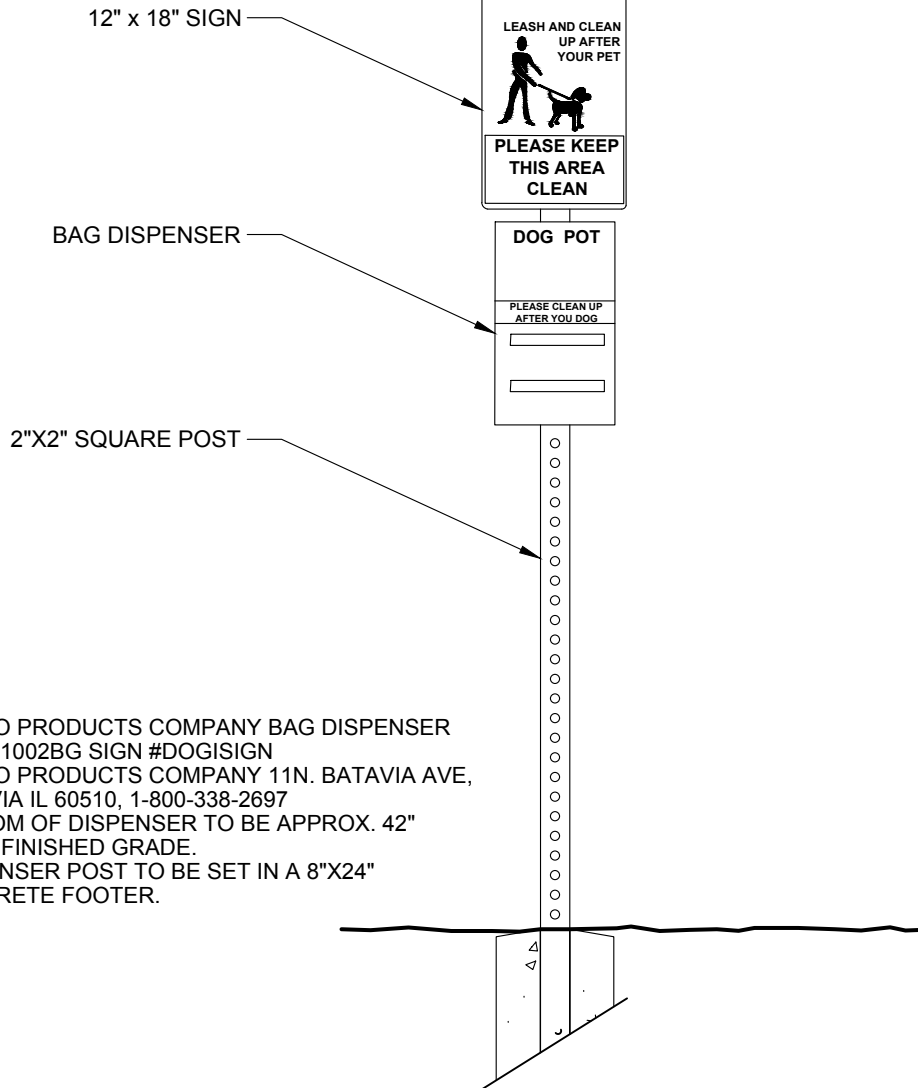
GROUND COVER / PERENNIAL



- NOTE:
1. DO NOT PLANT ANY PLANT WITH ROOTBALL NOT IN CONFORMANCE WITH COLORADO NURSERY ACT REQUIREMENTS
2. HOLD MULCH GRADE 1" BELOW EDGE OF WALK, EDGING OR CURB
3. SHRUBS NOT PLANTED WITHIN A MULCHED BED REQUIRE A 4" HIGH EARTH SAUCER TO BE CONSTRUCTED CONTAINING A 1' RADIUS AND 3" DEEP MULCH COLLAR.
4. USE A 2' TO 4' SETBACK DEPENDING ON SPECIES. SETBACK TO ACCOMMODATE MATURE SPREAD OF SPECIES TO PREVENT OVERHANG.
5. REMOVE ALL CONTAINERS & POTS PRIOR TO PLANTING.

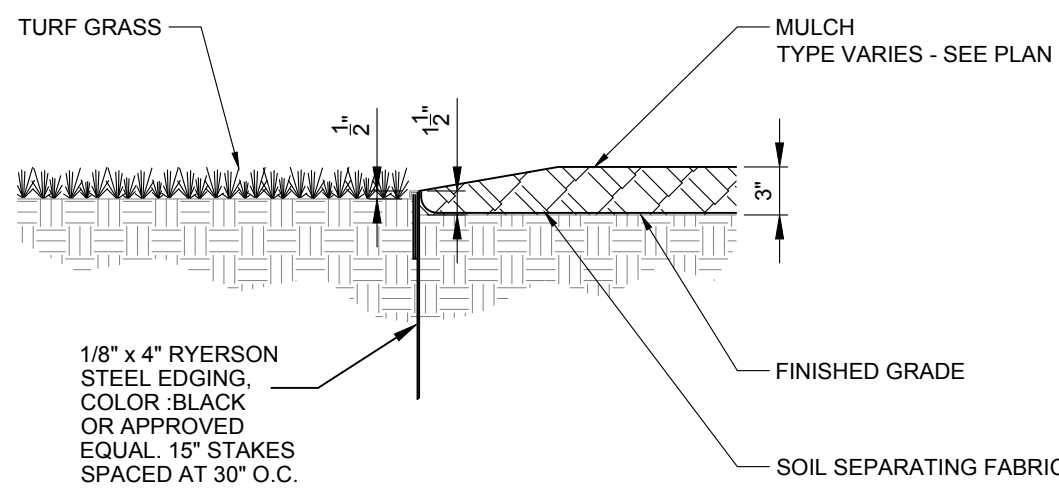
SHRUB PLANTING

NOT TO SCALE



DOG STATION

SCALE: 3/4"=1'-0"

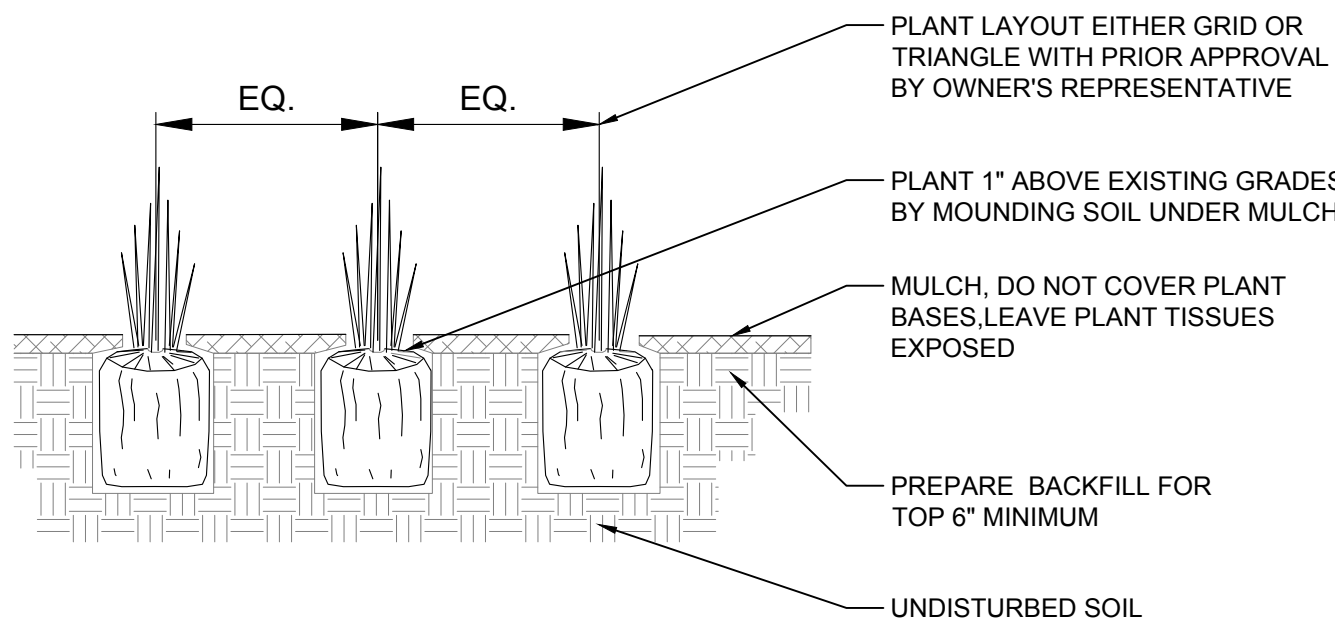


NOTES:

1. FINISHED GRADE FOR SOD TO BE 1/2" BELOW TOP OF EDGING.
2. FINISHED GRADE FOR MULCH TO BE 1 1/2" BELOW TOP OF EDGING.
3. TAMPER MULCH AT EDGING SO THAT IT DOES NOT SPILL INTO TURF.

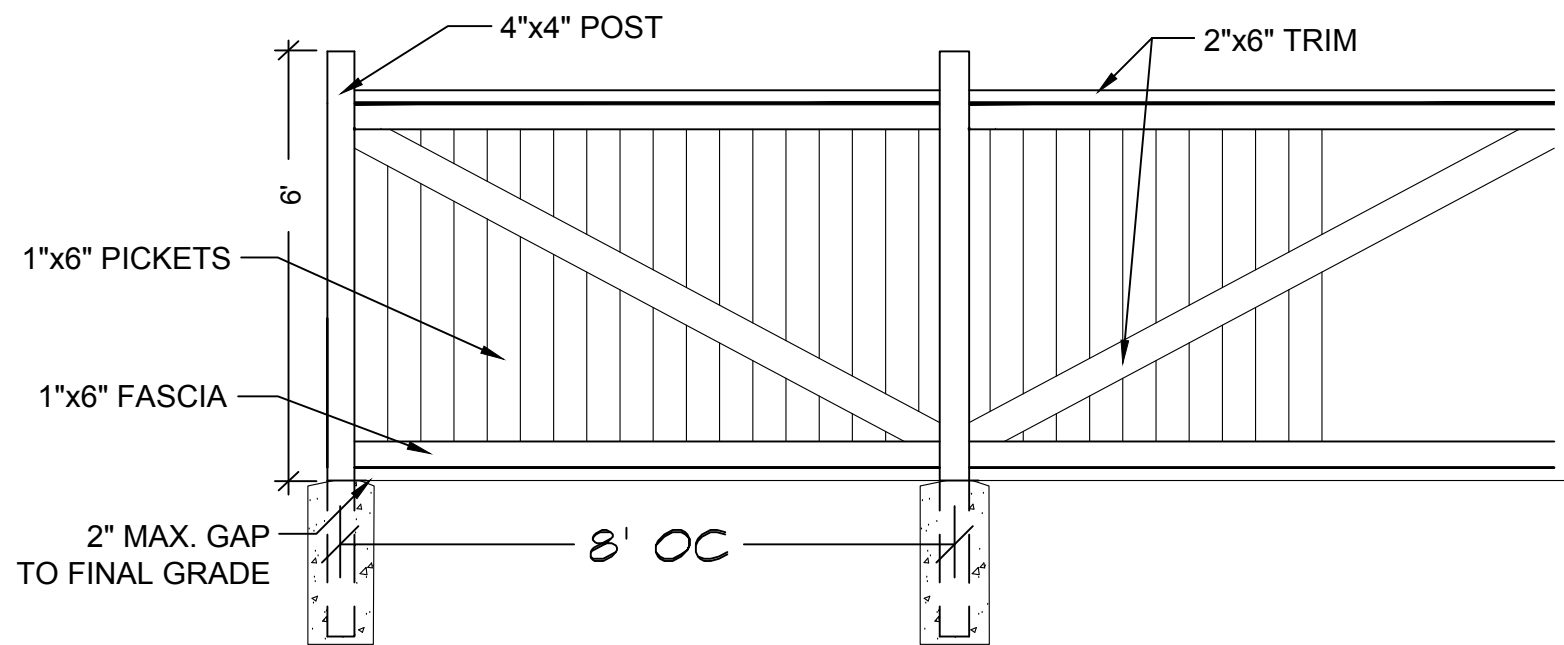
EDGING

SCALE: 1"=1'-0"



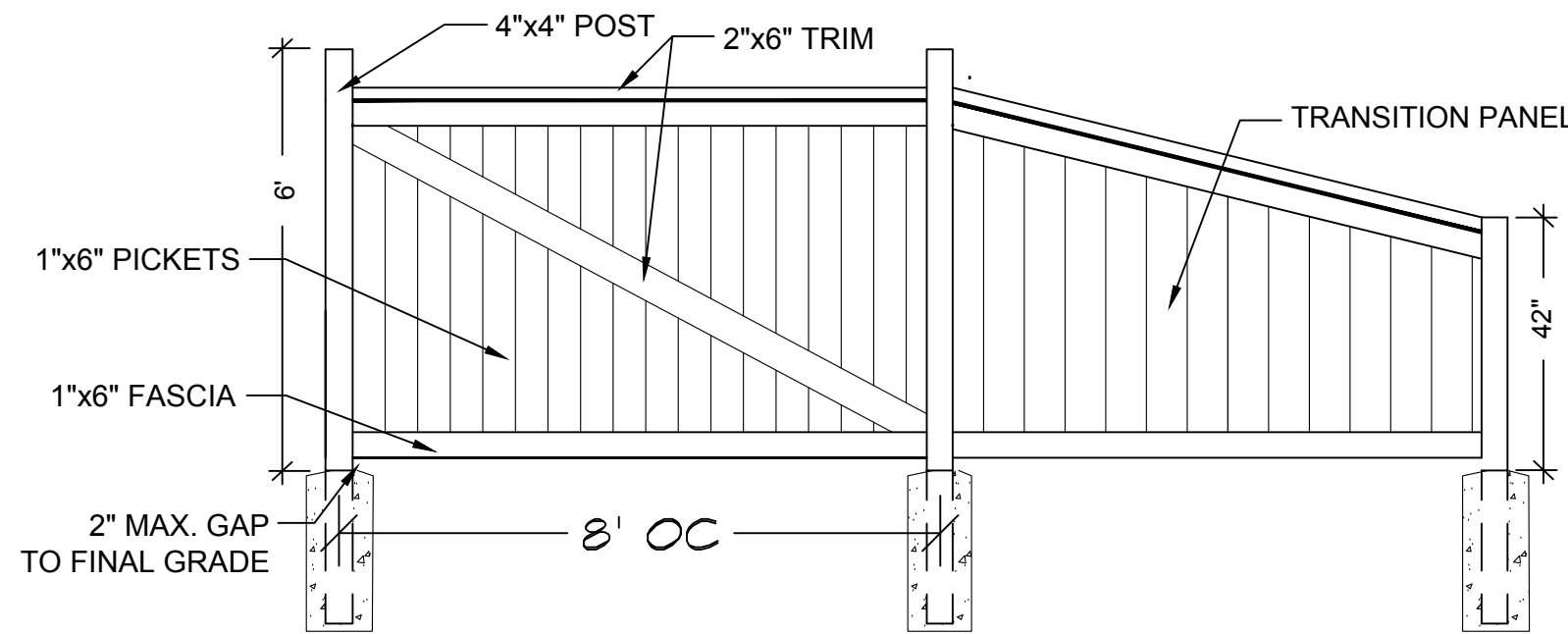
PERENNIAL PLANTING

NOT TO SCALE



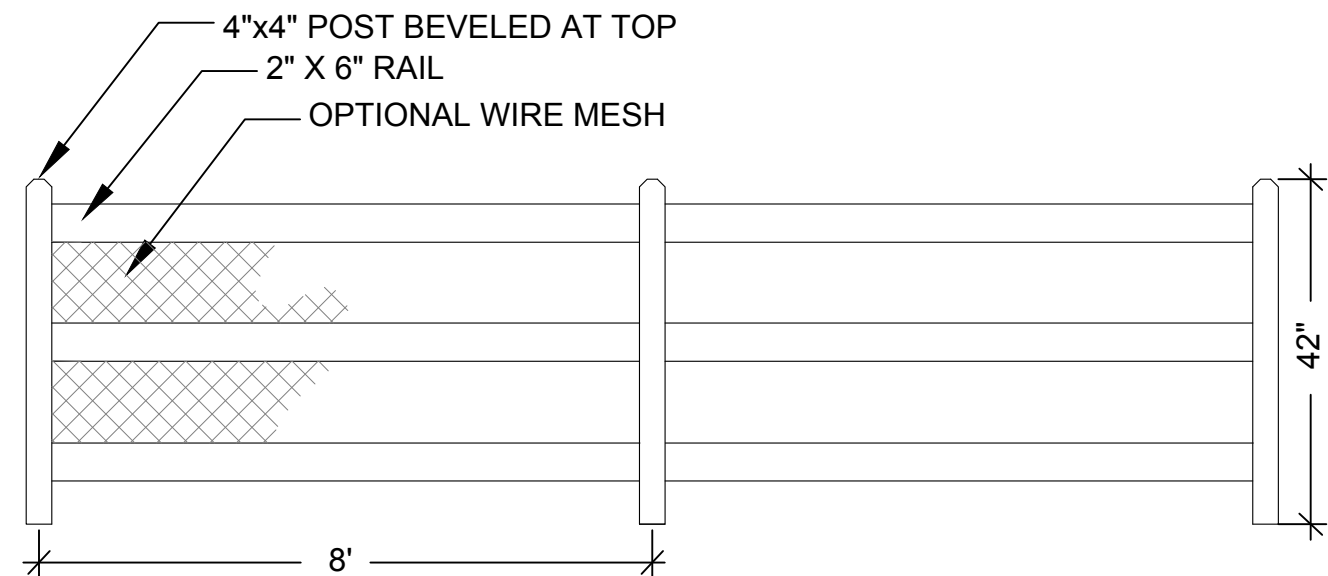
PRIVACY FENCE

Not to Scale



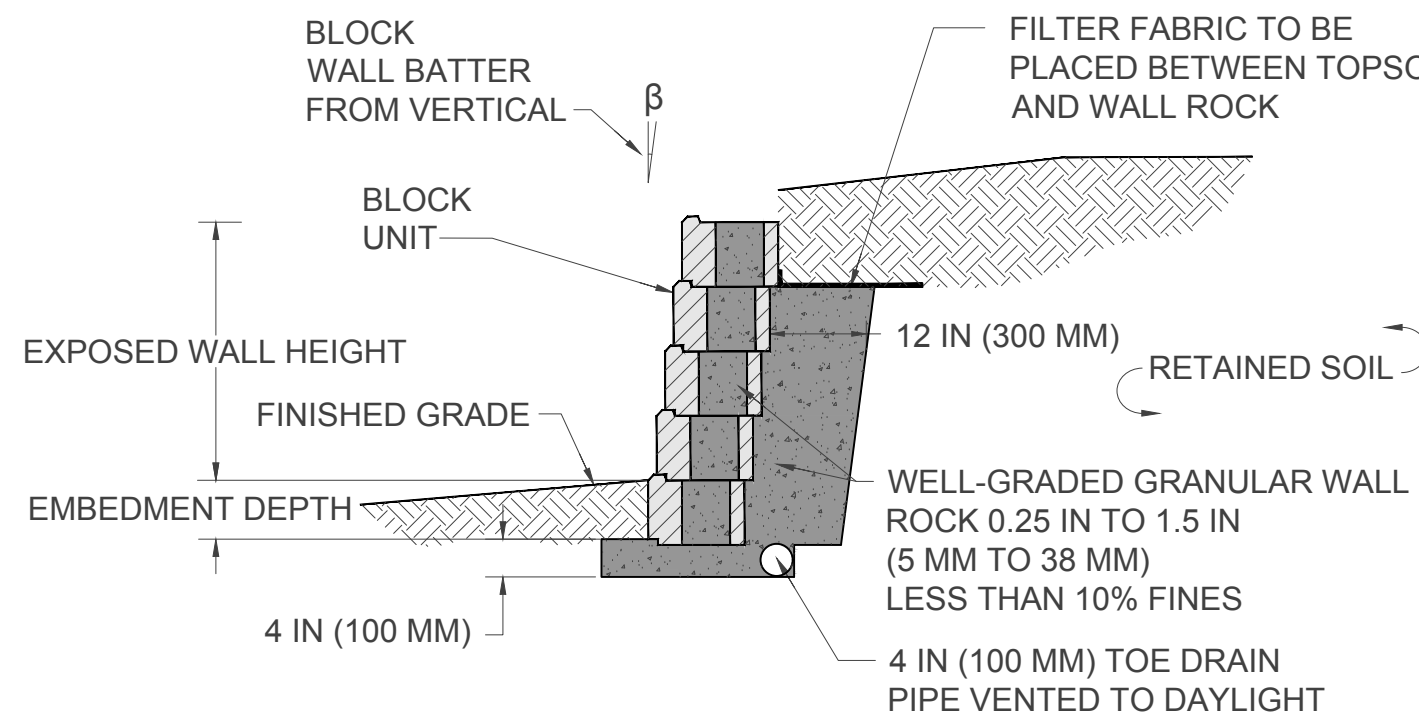
TRANSITION FROM PRIVACY FENCE TO OPEN RAIL

Not to Scale



OPEN 3-RAIL FENCE

Not to Scale



MSE Wall

Not to Scale

MURATA FARMS FILING NO. 3

FINAL PUD

LANDSCAPE DETAILS

SHEET

13

LANDSCAPE ARCHITECT / PLANNER

henry design group

henry design group

henry design group

henry design group

henry design group

henry design group

ENGINEER:

Redland

WHERE GREAT PLACES BEGIN

henry design group

henry design group

henry design group

henry design group

APPLICANT:

COLA

Colorado Land Acquisition

Colorado Land Acquisition

Colorado Land Acquisition

Colorado Land Acquisition

Colorado Land Acquisition

NOTES

NO.

DATE

NOTES

PROJECT NO.

DATE

NO.

DATE

NO.

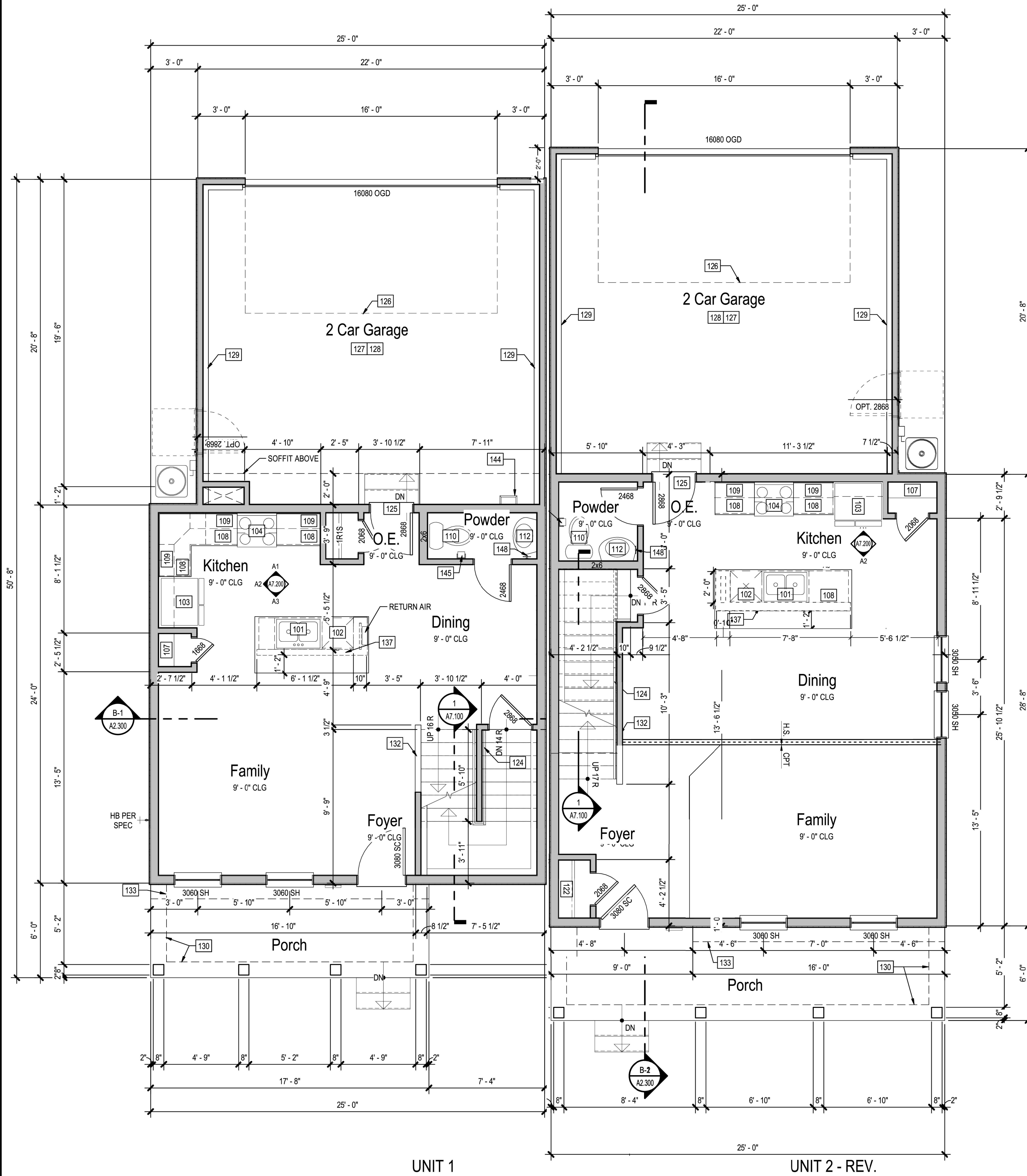
DATE

NO.

DATE

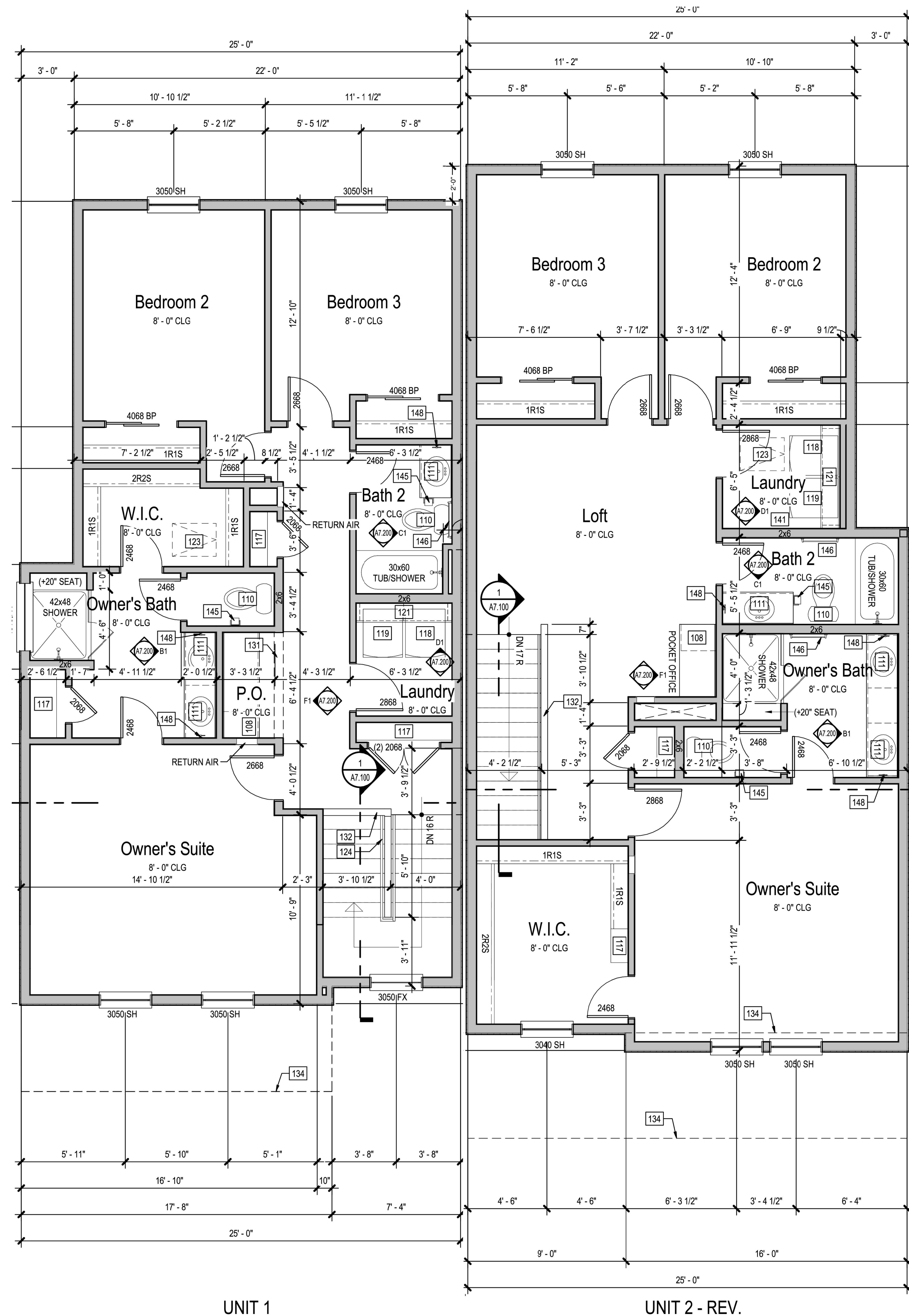
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X:\Projects\Murata Farms - COLA\PAIRS, CAD\landscape Plan 11-12-24.dwg, Tab: 14, Nov 15, 2024 - 4:01pm, HDG-7



Main Floor Plan

SCALE: 1/4" = 1'-0"
NOTE: "For Informational Purposes Only"



Upper Floor Plan

SCALE: 1/4" = 1'-0"
NOTE: "For Informational Purposes Only"

ARCHITECTURAL FLOORPLANS
NOT TO SCALE

1-2 Duplex

MURATA FARMS FILING NO. 3
FINAL PUD

ARCHITECTURAL FLOORPLANS

SHEET

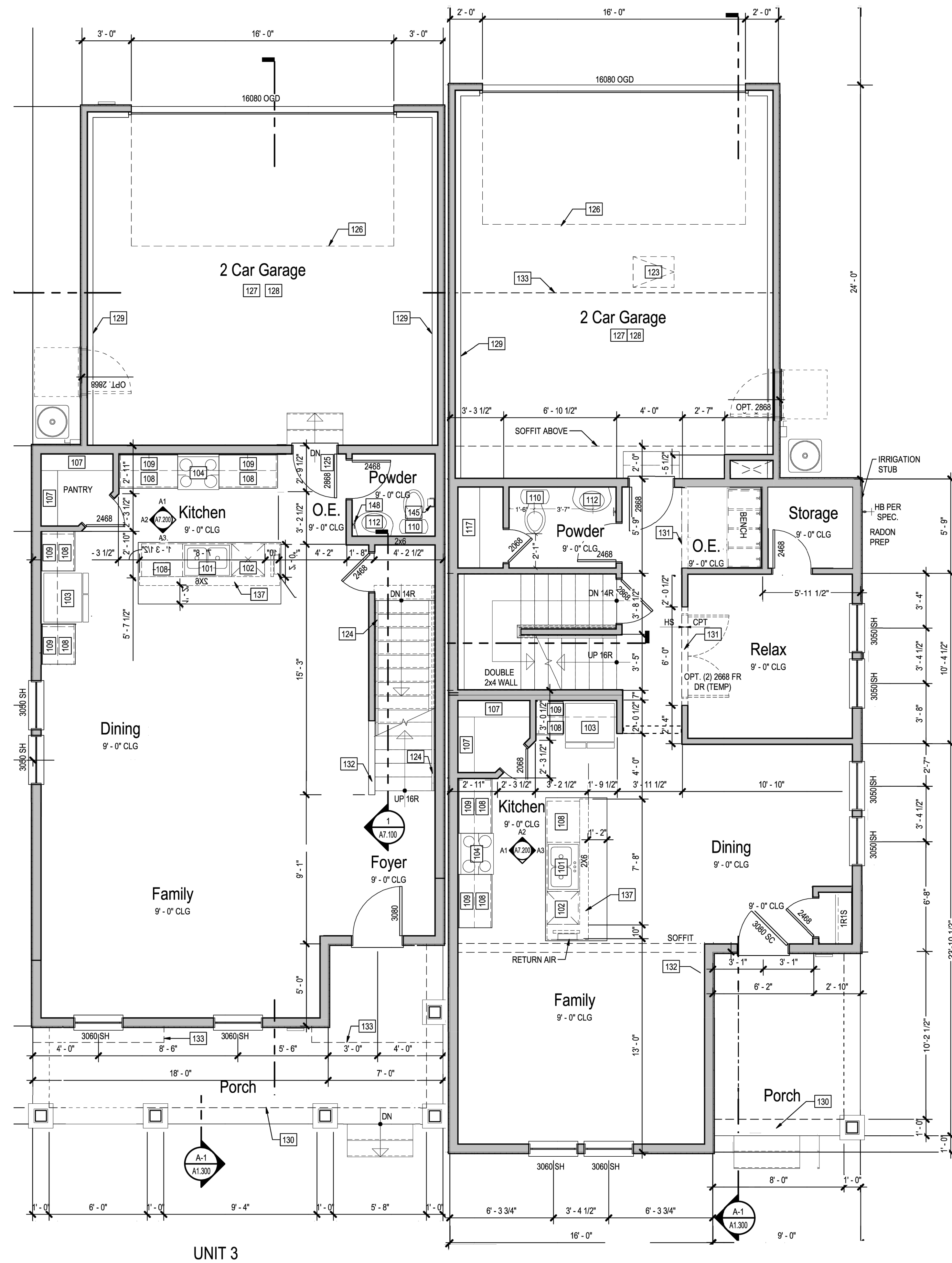
14

LANDSCAPE ARCHITECT / PLANNER:
henry design group
Landscape Architecture • Planning • Entitlements
1301 Wave Street Suite 1-C, Denver, Colorado 80202
303.446.2388 • henydesigngroup.com

ENGINEER:
Redland
WHERE GREAT PLACES BEGIN
7523 E 17th Avenue
Suite 300
Denver, Colorado 80231
REDLAND.COM

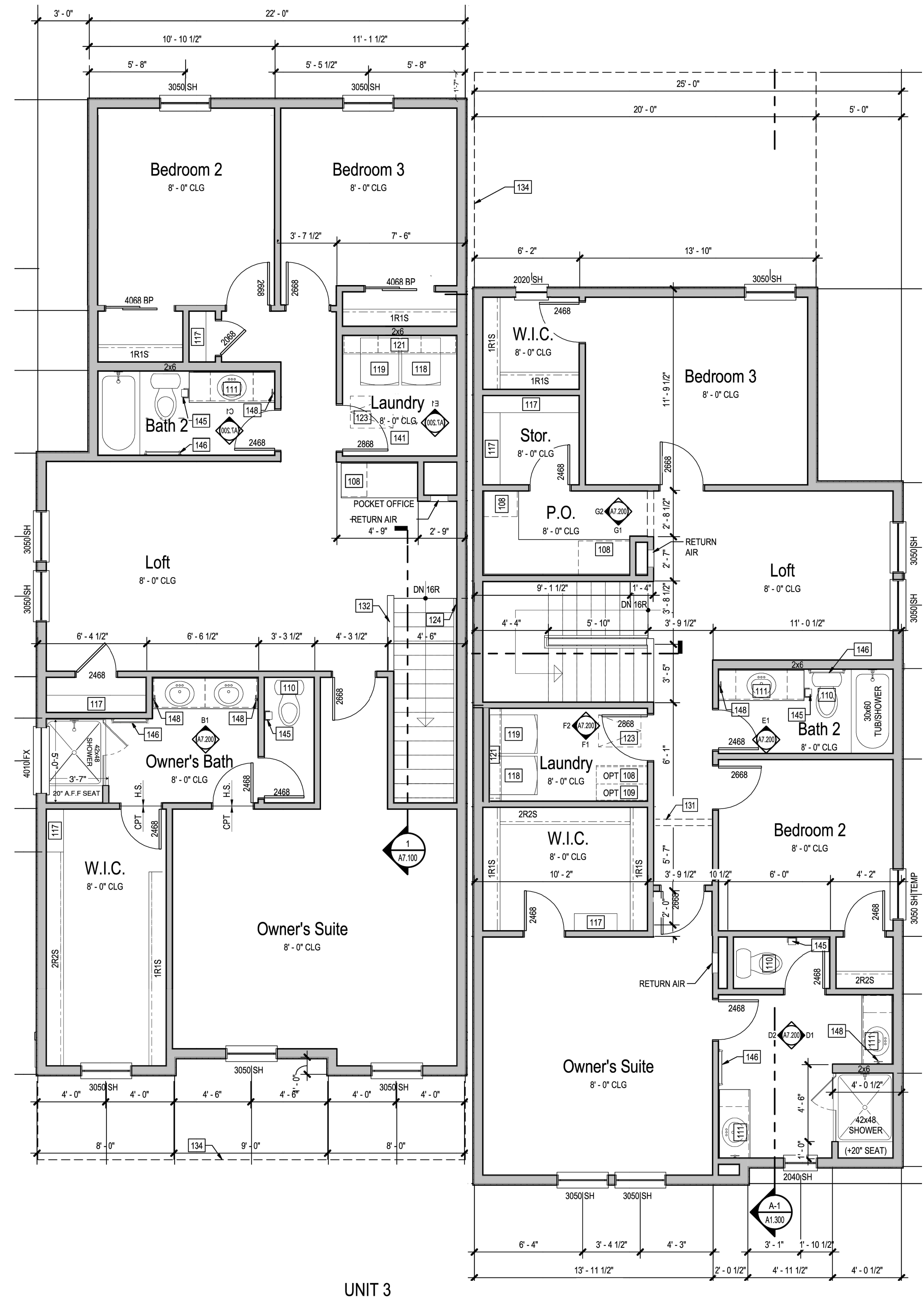
APPLICANT:
COLA
Colorado Land Acquisition
6711 Columbia Gateway Drive,
Suite 300
Columbia, MD 21046

PROJECT NO.	DATE	NO.	NOTES
2024-11-15	1	181	SUBMITTAL TO FOR LUPION



Main Floor Plan

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



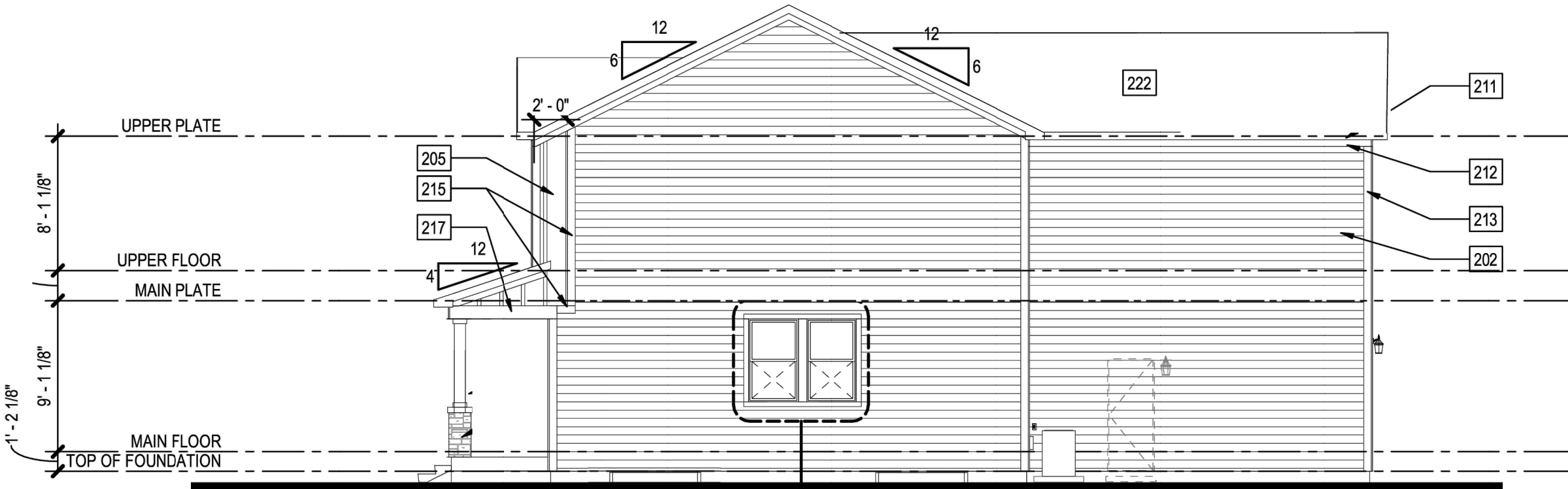
Upper Floor Plan

NOTE: "For Informational Purposes Only"



Left Elevation

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



Right Elevation.

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



UNIT 2 - REV.

UNIT 1

Rear Elevation

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



UNIT 1

UNIT 2 - REV.

Craftsman Elevation

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

1-2 Duplex

ARCHITECTURAL ELEVATIONS
NOT TO SCALE

LANDSCAPE ARCHITECT / PLANNER:
henry design group
Landscape Architecture • Planning • Entitlements
1301 Waverly Street Suite 1-C Denver, Colorado 80202
303.446.2388 • henydesigngroup.com

ENGINEER:
Redland
WHERE GREAT PLACES BEGIN
752.382.6782 Office
11 University, Colorado 80120
REDLAND.COM

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

PROJECT NO.	DATE	NO.	NOTES
2024-11-15	1	1st SUBMITTAL TO FOR LUPION	

MURATA FARMS FILING NO. 3
FINAL PUD
ARCHITECTURAL ELEVATIONS

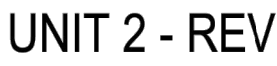
SHEET
16



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



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



UNIT 1



UNIT 2 - REV.



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



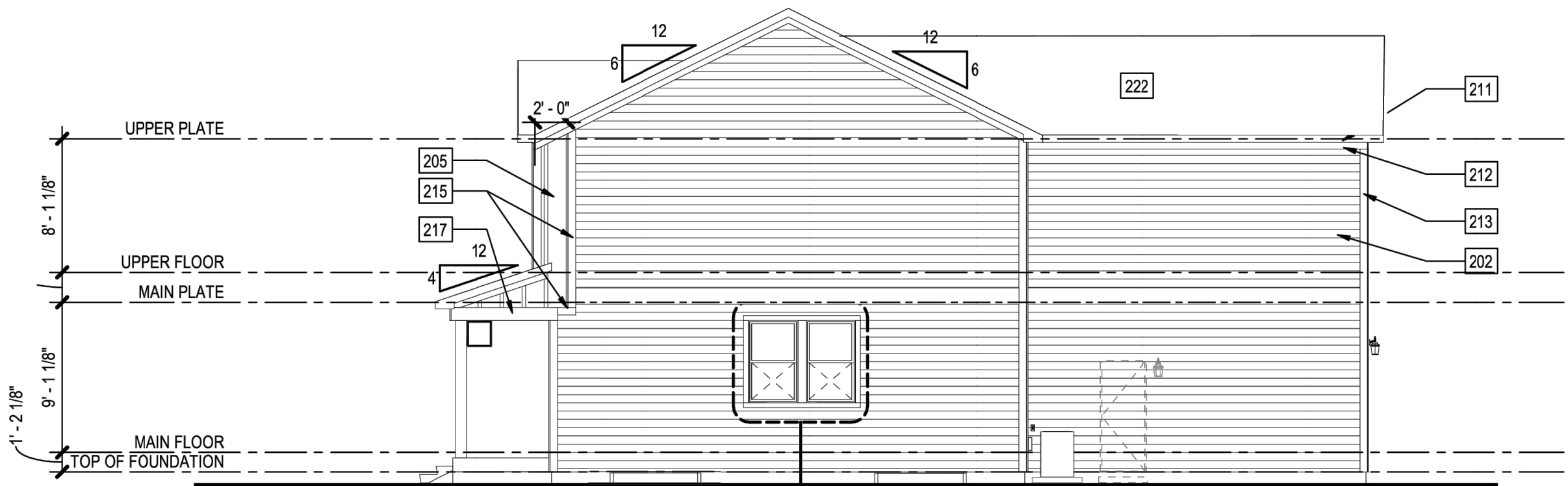
SCALE: 1/4" = 1'-0"

1-2 Duplex



Left Elevation

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



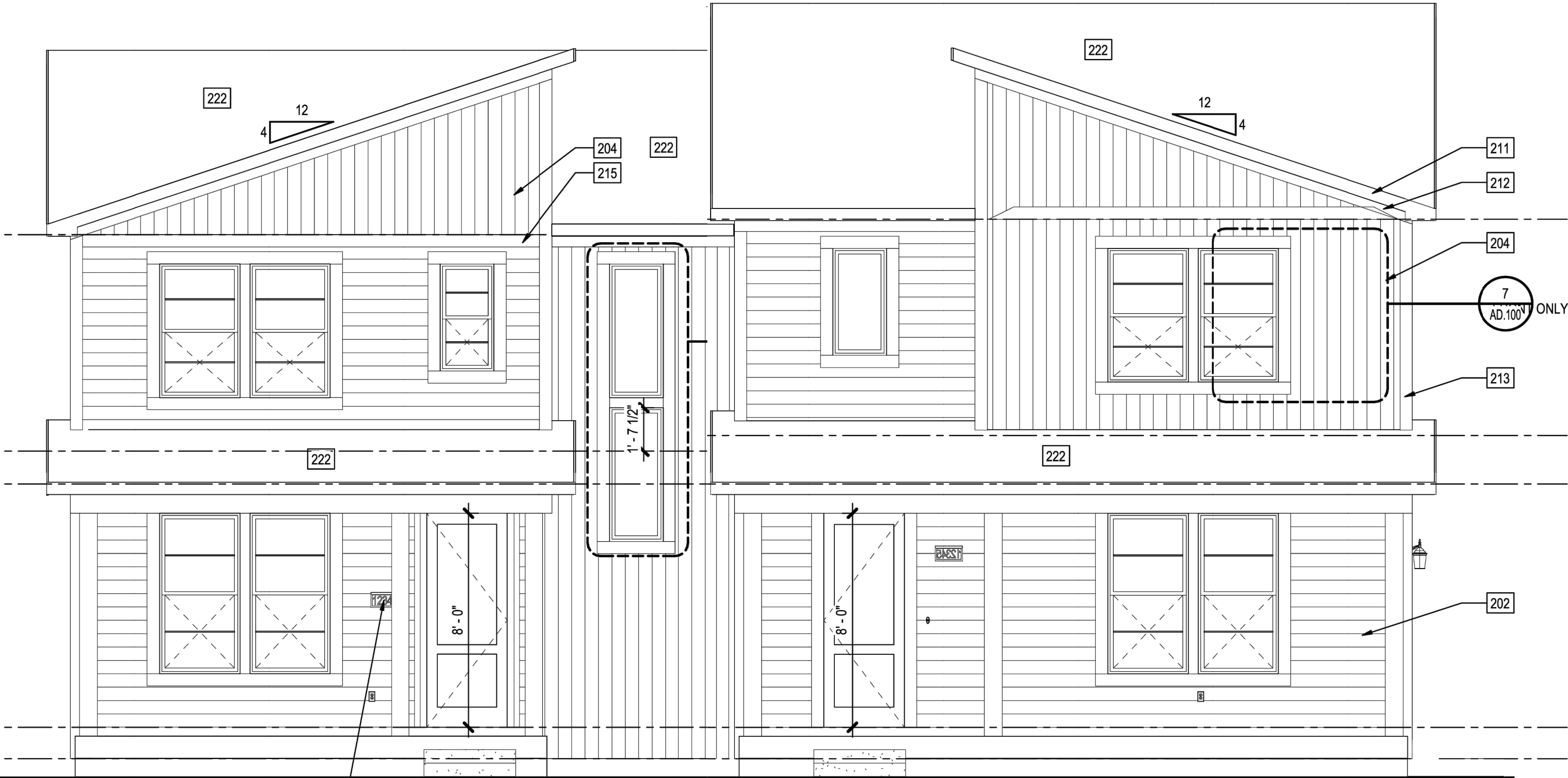
Right Elevator.

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



Rear Elevation

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



Modern Elevation

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

1-2 Duplex

ARCHITECTURAL ELEVATIONS
NOT TO SCALE

LANDSCAPE ARCHITECT / PLANNER:
henry design group
Landscape Architecture • Planning • Entitlements
1501 Waverly Street Suite 1-C Denver, Colorado 80202
303.446.2386 • henydesigngroup.com

ENGINEER:
Redland
WHERE GREAT PLACES BEGIN
752.382.6782 OFFICE
11 University, Colorado 80126
REDLAND.COM

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

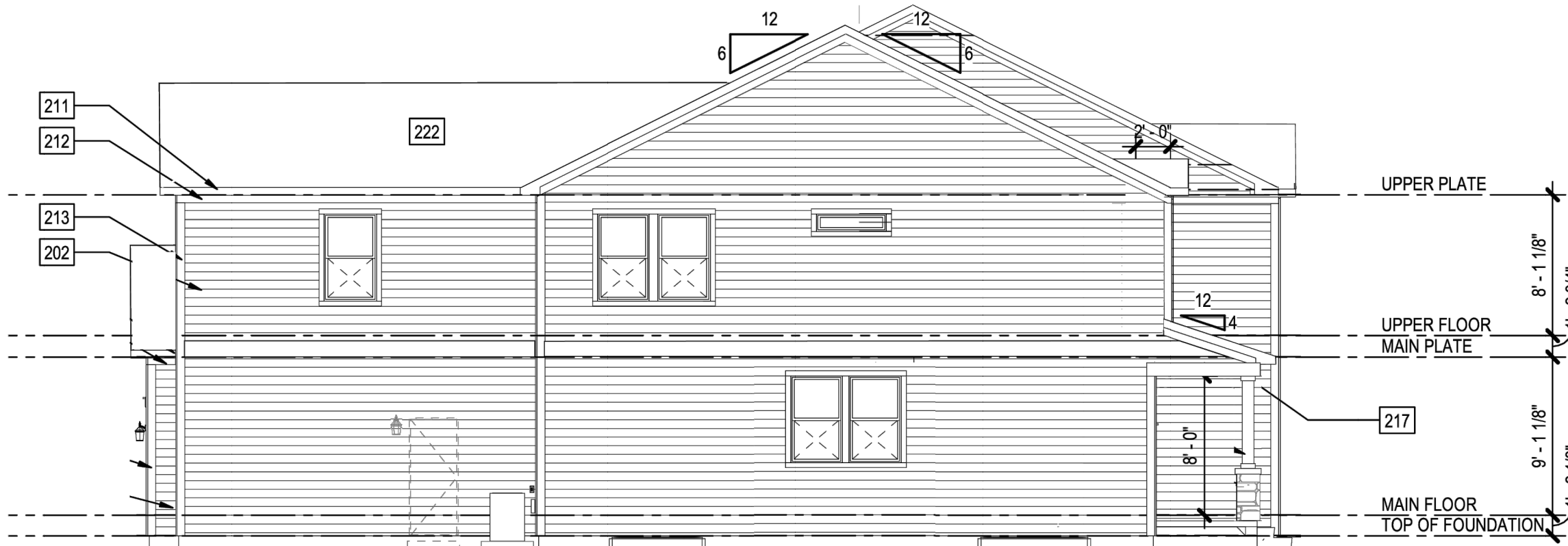
PROJECT NO.	DATE	NO.	NOTES
2024-11-15	1	181	SUBMITTAL TO FOR LUPION

MURATA FARMS FILING NO. 3
FINAL PUD

ARCHITECTURAL ELEVATIONS

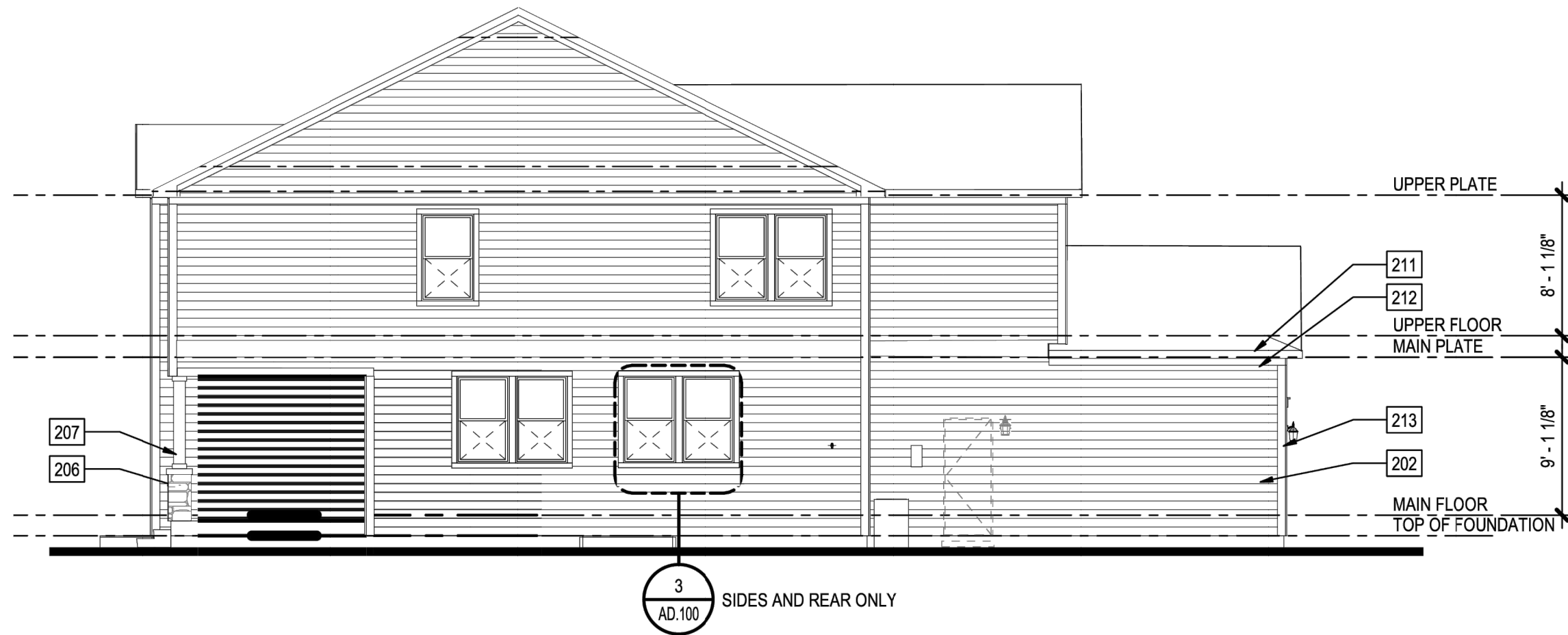
SHEET
18

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Left Elevation

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



Right Elevation

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



UNIT 4

UNIT 3

Rear Elevation

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



UNIT 3

UNIT 4

Craftsman Elevation

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

3-4 Duplex

ARCHITECTURAL ELEVATIONS
NOT TO SCALE

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

ENGINEER:
Redland
WHERE GREAT PLACES BEGIN
752.382.4782 OFFICE
1101 Wave Street Suite 1-C Denver, Colorado 80202
REDLAND.COM

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

PROJECT NO.	DATE	NO.	NOTES
2024-11-15	1	181	SUBMITTAL TO CITY OF UPTON

MURATA FARMS FILING NO. 3
FINAL PUD

ARCHITECTURAL ELEVATIONS

SHEET
19



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



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



Rear Elevation

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

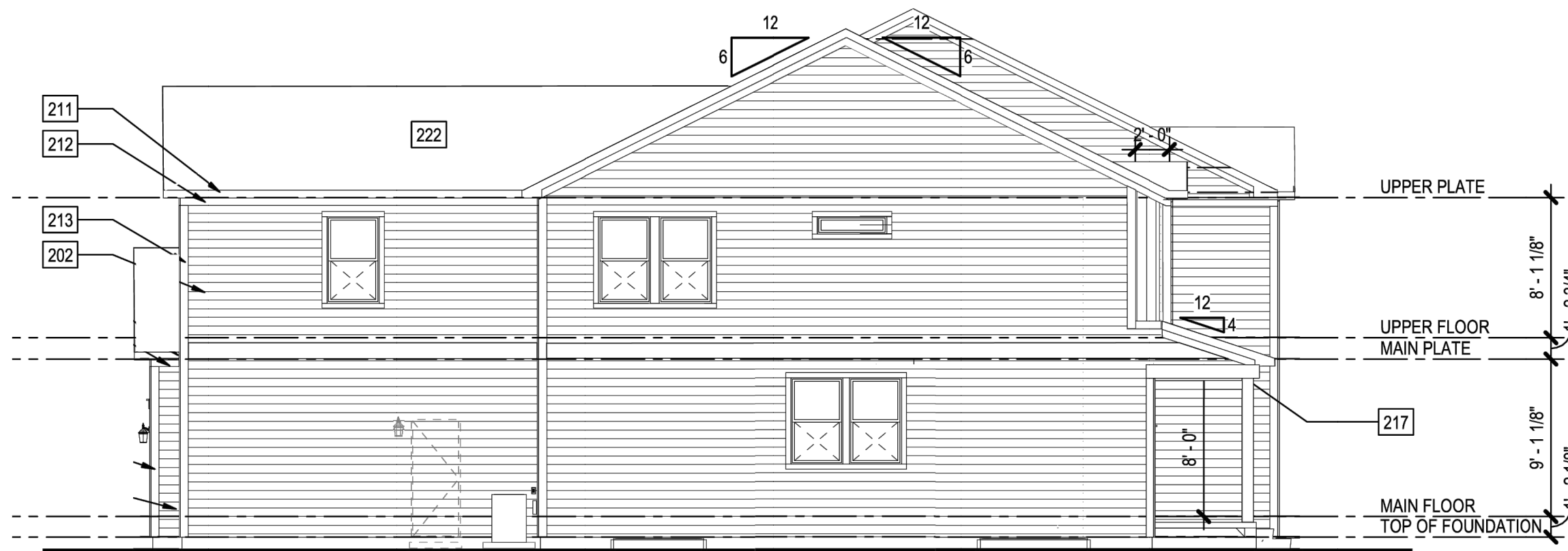


Farmhouse Elevation

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

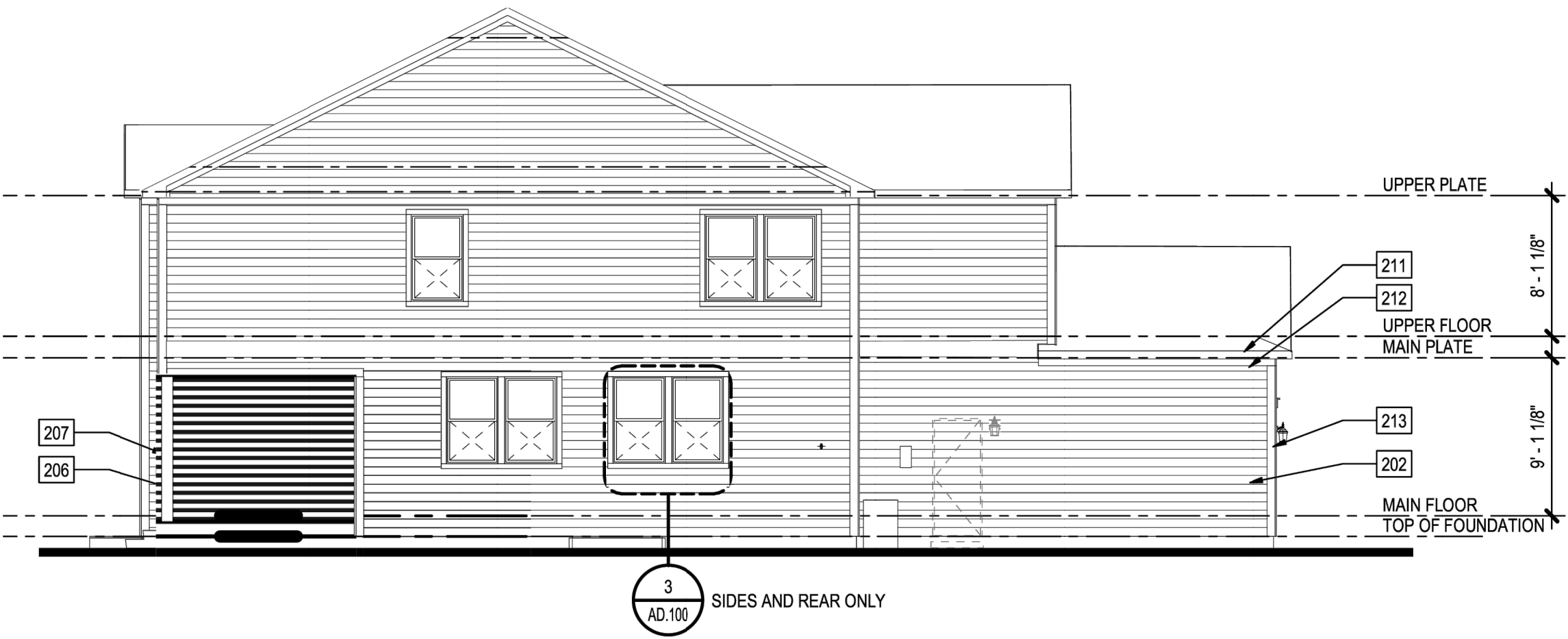
3-4 Duplex

[illegible]



Left Elevation

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



Right Elevation

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

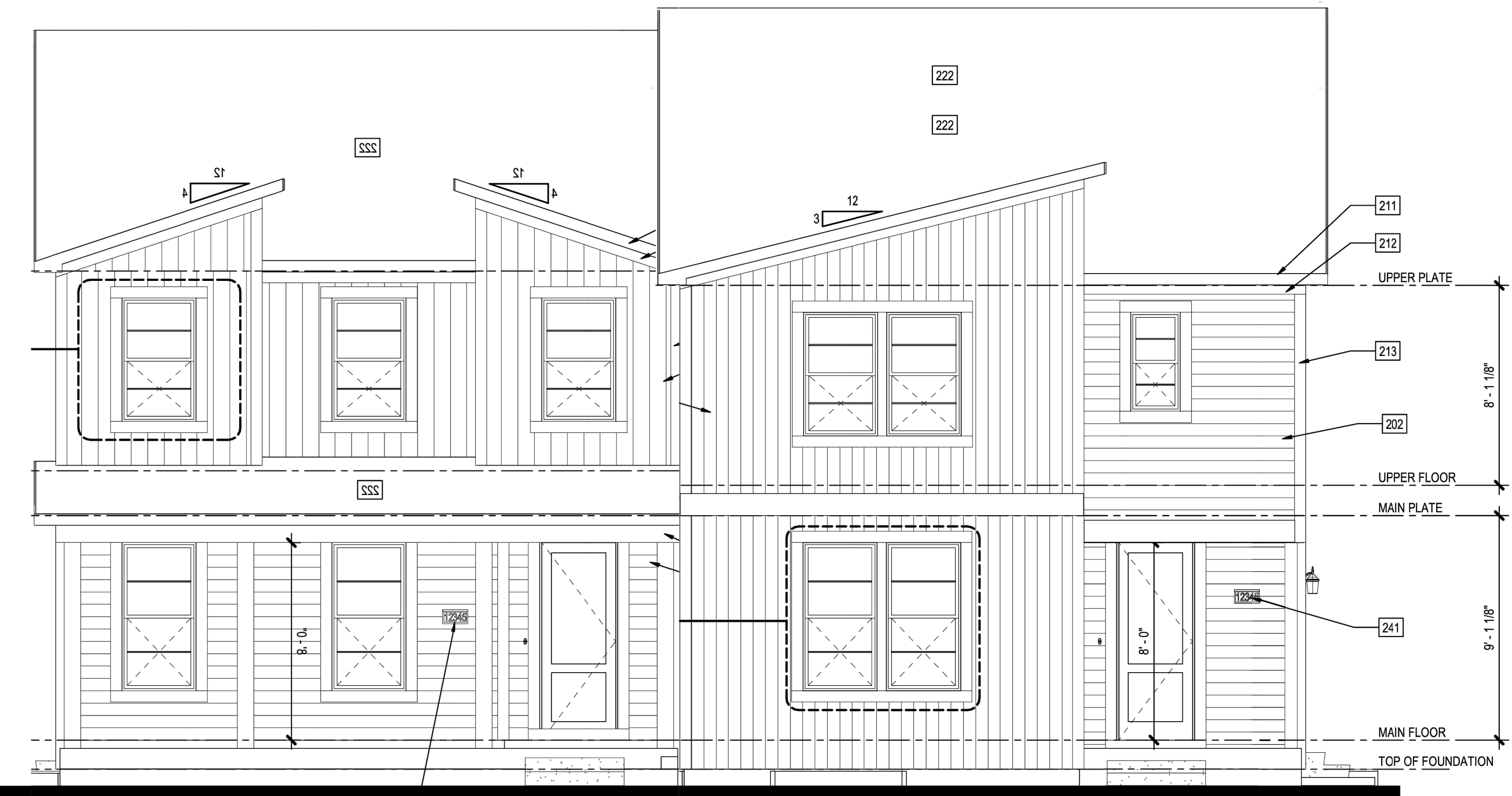


UNIT 4

UNIT 3

Rear Elevation

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



UNIT 3

UNIT 4

Modern Elevation

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

3-4 Duplex



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694

Fax: 303.857.0351

www.fortluptonco.gov

MEMO

To: Planning Department
From: David Rausch
Date: January 3, 2025
Subject: Murata Filing 3 Paired homes
Final Plat

Public Works has reviewed the submitted Final Plat information for the above referenced development project with the following comments for inclusion with the Site Plan submittal.

1. Subdivision Improvements Agreement

- a. Please see revised agreement with participation in the Highway 52 and College Ave Traffic Signal.

2. Final Plat

- a. Sheet 5 grading plan needs to address lots 3, 7, 27 driveway grading (need retaining wall.).

3. Construction Documents

a. Utilities -

i. Water - Chapter 3

- 1. Provide information on the non-pot system for Filing 3
- 2. **Provide non-potable irrigation system to all tracts and each duplex.**

ii. Drainage

- 1. Preliminary Drainage Report is acceptable as submitted.

Sean McDermott

From: Zayda Vargas <zvargas@UnitedPower.com>
Sent: Monday, January 27, 2025 12:25 PM
To: PlanningDept; Sean McDermott
Subject: FW: Referral Response: Murata Farms Paired Homes Final Plat, Filing No. 3 (FPL25-001)
Attachments: 27Jan2025-United Power Comments-Murata Farms Paired Homes FP Filing No. 3-FPL25-001.pdf

Good afternoon,

Thank you for inviting United Power, Inc. to review and comment on Murata Farms Paired Homes Final Plat, Filing No. 3 (FPL25-001). Attached, please find our comments.

Sincerely,



Zayda Vargas

Plat Referral and Joint Use Specialist

Office: 303-637-1389 | zvargas@unitedpower.com

Working Hours: Monday-Friday 8:00-4:30

United Power | www.unitedpower.com

500 Cooperative Way Brighton, CO 80603

Powering Lives, Powering Change, Powering the Future—The Cooperative Way

From: Sean McDermott <SMcDermott@FortLuptonCo.Gov>
Sent: Monday, January 6, 2025 10:24 AM
To: Sean McDermott <SMcDermott@FortLuptonCo.Gov>; Beyza Kirmizi <BKirmizi@Fortluptonco.gov>
Cc: PlanningDept <PlanningDept@Fortluptonco.gov>
Subject: Referral Response: Murata Farms Paired Homes Final Plat, Filing No. 3 (FPL25-001)

CAUTION: This email originated from outside of United Power. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

The documentation located at the following link is submitted to you for review and recommendation for a **Final Plat and PUD, known as the Murata Farms Paired Homes Final Plat, Filing No. 3**, being reviewed by the City of Fort Lupton. The application documents can be reviewed at the following link:
<https://www.fortluptonco.gov/DocumentCenter/Index/927>

Any comments you consider relevant to this request would be appreciated. Please reply by **January 27, 2025**, so that we may give full consideration to your recommendation. Any response received before or on this date may be deemed a favorable response by the Planning & Building Department.

Your time in this matter is greatly appreciated!

Thanks and have a great day,
Sean



Sean McDermott
Planner I

Main 303.857.6694 | **Direct** (720) 466-6193

Mobile (720) 683-8418 | **Fax** (303) 857-0351

SMcDermott@FortLuptonCo.Gov

1200 Dexter St Unit W13, Fort Lupton, CO 80621

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January 27, 2025

City of Fort Lupton | Planning Department
130 S. McKinley Ave.
Fort Lupton, CO 80621

Re: FPL25-001, Murata Farms Paired Homes Final Plat Filing No. 3

Dear Sean,

On behalf of United Power, Inc., thank you for inviting us to review and comment on the Final Plat for Murata Farms Paired Homes Filing No. 3. The following comments are subject to change as information is received or if there are changes to the plans during additional reviews.

- United Power requires continuous dry utility easements for reliable electric facility installation. This allows us to install electric facilities in a continuous manner for our loop feed which provides reliability. We prefer the separation of gas and electric.
 - Typically, electric is in the rear of the subdivision lots. We will need 8' to 10' wide dry utility easements in the rear of all lots. These utility easements will need to be on sides of lots abutting roads and tracts and across tracts as well.
 - If gas and electric will be sharing front lot distribution, we will need a 10' to 15' wide dry utility easements in the front of all lots. These utility easements will need to be on sides of lots abutting roads and across tracts as well.
- Easements utilized by United Power cannot be encumbered by any hard surfaces such as streets or sidewalks. Although the roadways/tracts on the plat are dedicated to utilities, we have above ground equipment that cannot be placed within these areas. In addition, sidewalks take away from the use of the easement & reduces the area, limiting where our equipment can be placed.
- United Power prefers dedicated blanket utility easement use within tracts as this gives us the opportunity to set above ground equipment, coordinated with the developer, and limit the impact to home lots. If Blanket utility easements cannot be given, we request 10'-12' easements along perimeter of tracts abutting roads, and through tracts between lots.
- When streetlight locations are identified in a subdivision, we need a 5' wide dry utility easement along one side of the lot closest to the streetlight location. All streetlight locations must be approved and signed off by the city/town, etc. Please note, if we do not get these through the platting process, we will have to get individual ones during the design which will slow United Power's ability to start construction significantly.
- Deep rooting vegetation or trees shall not be planted above underground lines or within utility easements. Landscaping that has shallow roots, such as, bushes, shrubs, and grasses are allowed. The trunk/base of a tree(s) should be minimum of 5' away from the underground electric line.

- Any landscaping should be a minimum clearance distance of 10-feet from the front and both sides of equipment such as transformers, and cabinets, etc. and five feet from the back to allow a backhoe to pass if needed.
- ***As a Reminder:*** No permanent structures are acceptable within the dry utility easements. United Power considers any structure that impedes the access, maintenance, and safety of our facilities a permanent structure. No exceptions can be allowed, and any encroachments could result in penalties.

For new electric service or any modification to existing facilities, including relocation and/or removal, an application can be submitted at <https://www.unitedpower.com/construction>.

Service will be provided according to the rules, regulations, and policies in effect by United Power. As a reminder, please call the Utility Notification Center by dialing 811 to have all utilities located prior to construction. United Power looks forward to safely and efficiently providing reliable electric power and outstanding service.

Thank you,

Zayda L. Vargas

Zayda L. Vargas

United Power, Inc.

Plat Referral and Joint Use Specialist

O: 303-637-1389 | Email: platreferral@unitedpower.com

Sean McDermott

From: Taw Tamlin <ttamlin@ftluptonfire.com>
Sent: Tuesday, February 4, 2025 11:06 AM
To: Sean McDermott
Subject: RE: Referral Response: Murata Farms Paired Homes Final Plat, Filing No. 3 (FPL25-001)
Attachments: 004 Final PUD - COPY 02-04-2025_Summary.pdf; Copy page 4.pdf; Copy page 5.pdf

Sean

Please see attached documents. I believe these address my concerns we discussed.

Thank you

*Taw Tamlin
Fire Marshal, CFPE, CFEI*

*Fort Lupton Fire Protection District
1121 Denver Ave.*

*OFFc. 303-857-4603
Cell. 303-710-3968*

*District Administration office is closed on Fridays.
www.fortluptonfire.org*

From: Sean McDermott <SMcDermott@FortLuptonCo.Gov>
Sent: Tuesday, February 4, 2025 9:36 AM
To: Taw Tamlin <ttamlin@ftluptonfire.com>
Subject: RE: Referral Response: Murata Farms Paired Homes Final Plat, Filing No. 3 (FPL25-001)

Hey Taw,

Hope you are doing well! Just wanted to check in on your comments for the Murata Farms Filing 3 final plat- could you send over a document with your comments? I believe the road widths were the main item we discussed in the DRT, but let me know if you have any additional items.

Thanks!
Sean



Sean McDermott
Planner I

Main 303.857.6694 | **Direct** (720) 466-6193
Mobile (720) 683-8418 | **Fax** (303) 857-0351
SMcDermott@FortLuptonCo.Gov
1200 Dexter St Unit W13, Fort Lupton, CO 80621

From: Sean McDermott
Sent: Friday, January 24, 2025 3:28 PM
To: Beyza Kirmizi <BKirmizi@FortLuptonco.gov>; Sean McDermott <SMcDermott@FortLuptonCo.Gov>
Cc: PlanningDept <PlanningDept@FortLuptonco.gov>
Subject: RE: Referral Response: Murata Farms Paired Homes Final Plat, Filing No. 3 (FPL25-001)

Hello all,

Happy Friday! Just a friendly reminder that referral responses are due for the **Murata Farms Paired Homes Final Plat, Filing No. 3**, by the end of the day on **Monday, January 27**. If you have already sent a referral response, please feel free to ignore this message.

Don't hesitate to reach out with any questions!

Thanks and have a great weekend,
Sean

From: Sean McDermott
Sent: Monday, January 6, 2025 10:24 AM
To: Sean McDermott <SMcDermott@FortLuptonCo.Gov>; Beyza Kirmizi <BKirmizi@FortLuptonco.gov>
Cc: PlanningDept <PlanningDept@FortLuptonco.gov>
Subject: Referral Response: Murata Farms Paired Homes Final Plat, Filing No. 3 (FPL25-001)

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Your time in this matter is greatly appreciated!

Thanks and have a great day,
Sean



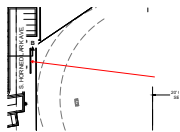
Sean McDermott
Planner I

Main 303.857.6694 | **Direct** (720) 466-6193
Mobile (720) 683-8418 | **Fax** (303) 857-0351
SMcDermott@FortLuptonCo.Gov
1200 Dexter St Unit W13, Fort Lupton, CO 80621

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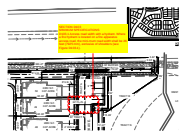
004 Final PUD - COPY 02-04-2025.pdf Markup Summary

Arrow (1)



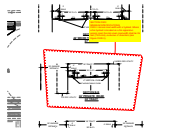
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Author: ttamlin
Date: 2/4/2025 10:59:50 AM
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Space:

Cloud+ (2)



Subject: Cloud+
Page Label: 4
Author: ttamlin
Date: 2/4/2025 10:58:54 AM
Status:
Color: ■
Layer:
Space:

SECTION D103
MINIMUM SPECIFICATIONS
D103.1 Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the mini-mum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).



Subject: Cloud+
Page Label: 5
Author: ttamlin
Date: 2/4/2025 10:59:18 AM
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Color: ■
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Space:

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MINIMUM SPECIFICATIONS
D103.1 Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the mini-mum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).

(19)



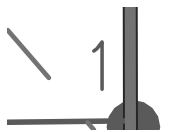
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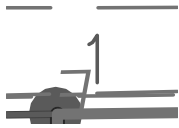
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APPLICANT:



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COLORADO STATE HWY 52



Subject:
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Author: AutoCAD SHX Text
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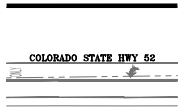
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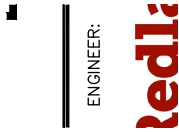
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APPLICANT:



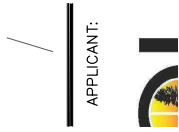
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COLORADO STATE HWY 52



Subject:
Page Label: 4
Author: AutoCAD SHX Text
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ENGINEER:



Subject:
Page Label: 4
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APPLICANT:



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ENGINEER:



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APPLICANT:



Subject:
Page Label: 6
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ENGINEER:

APPLICANT:



Subject:
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APPLICANT:



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Page Label: 7
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5

ENGINEER:



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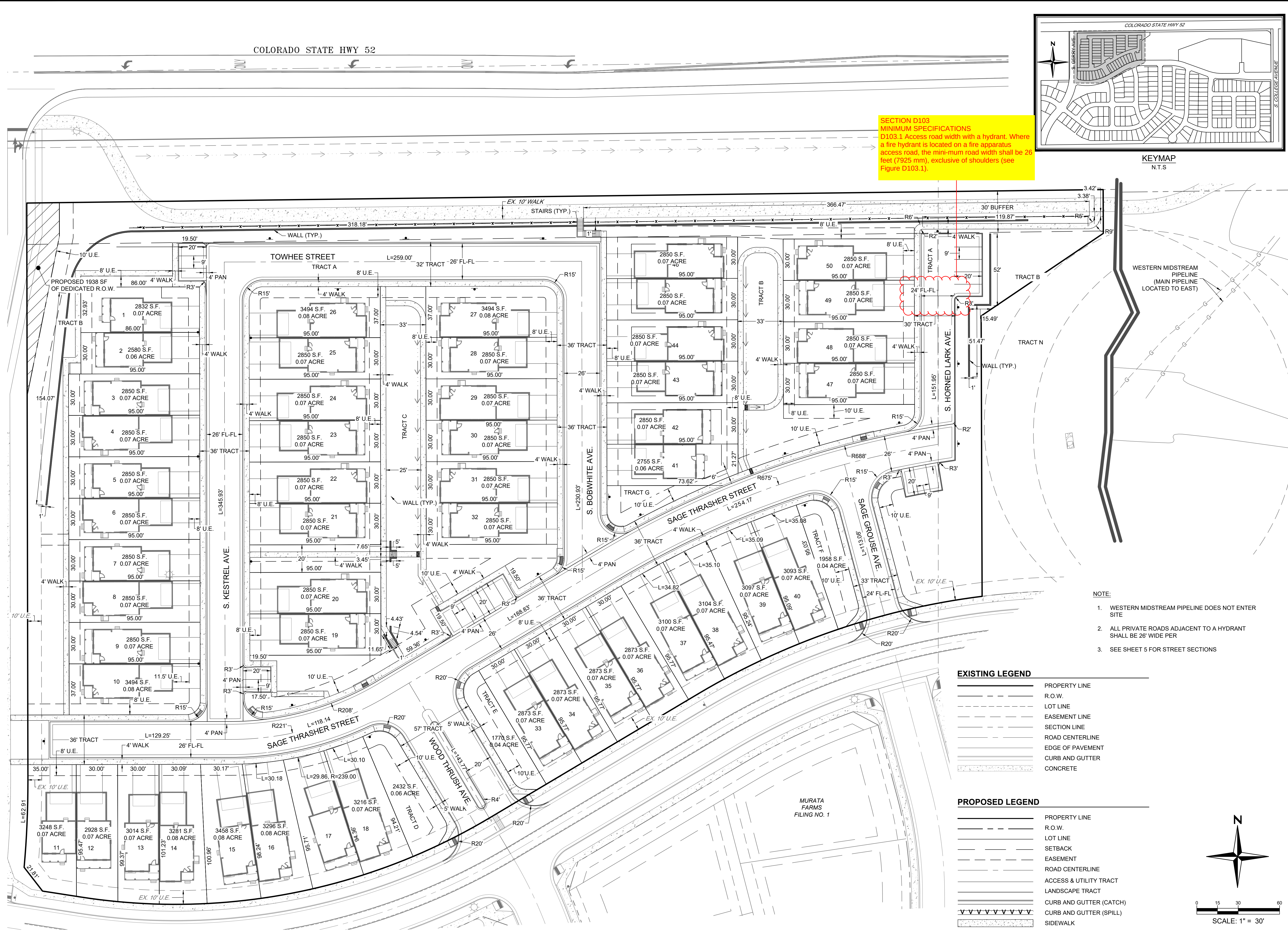
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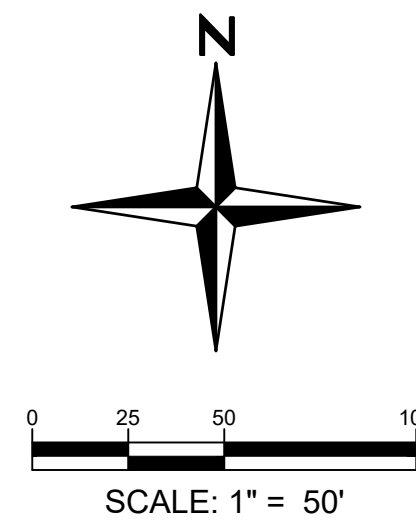
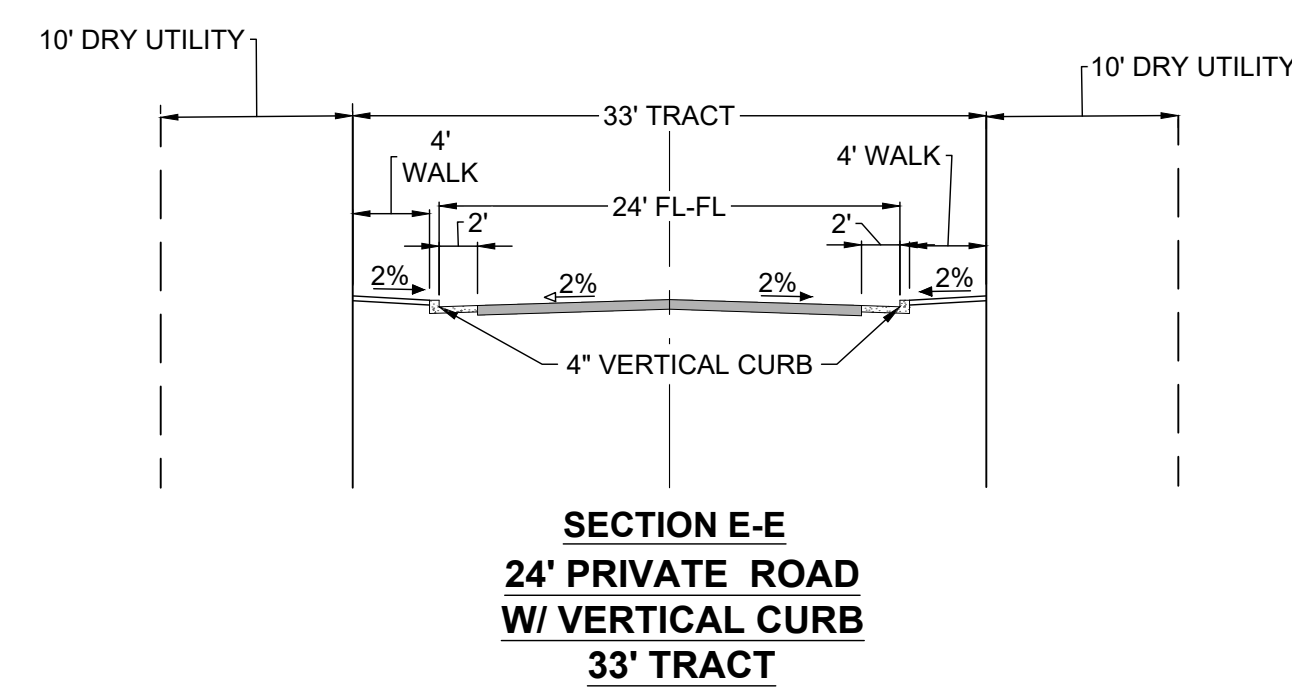
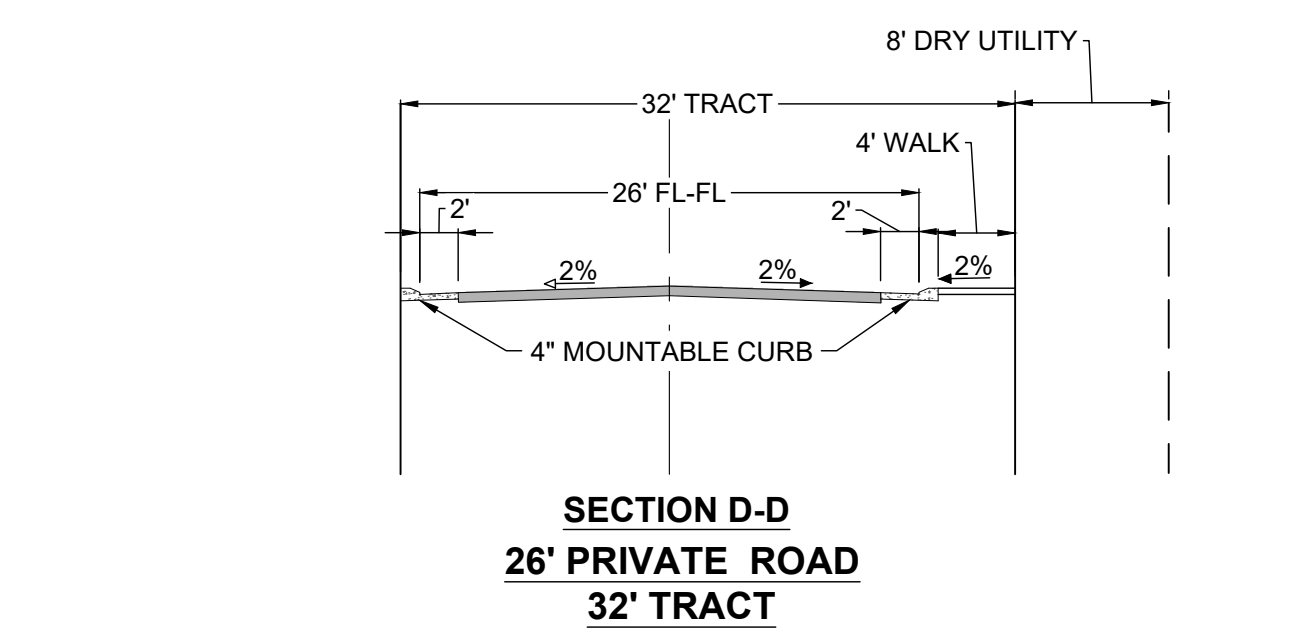
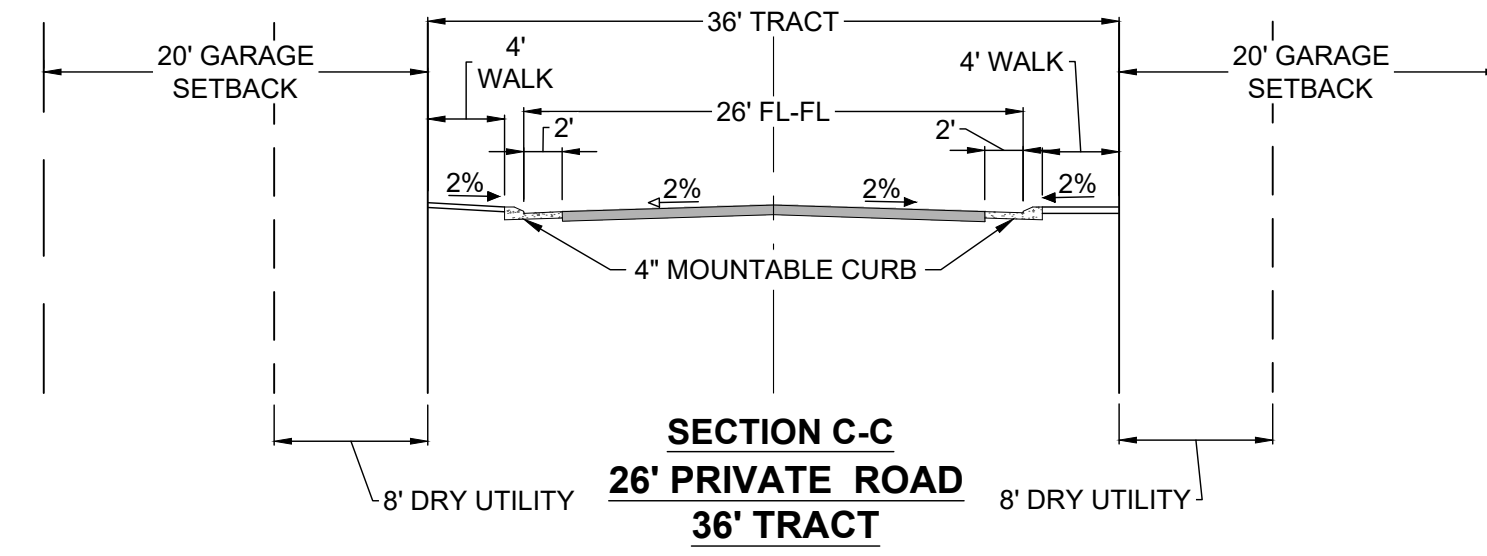
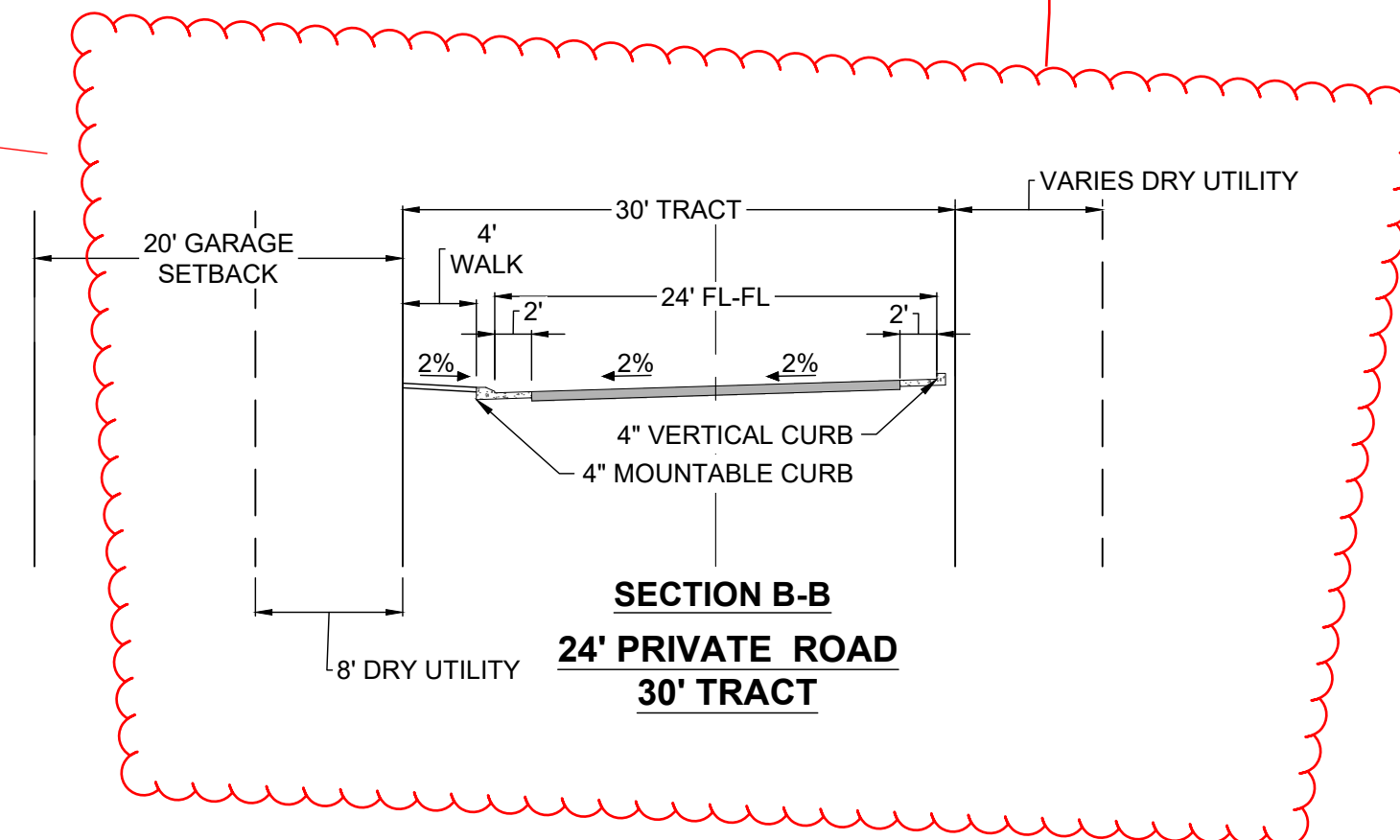
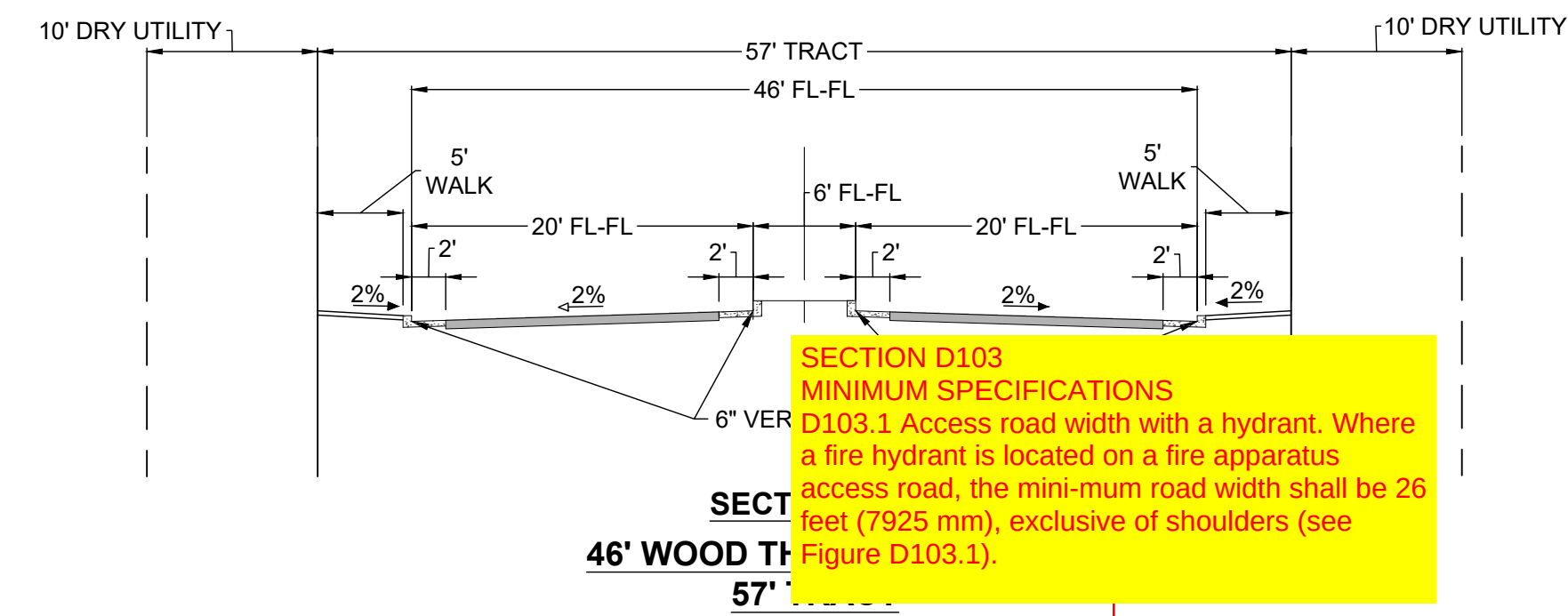
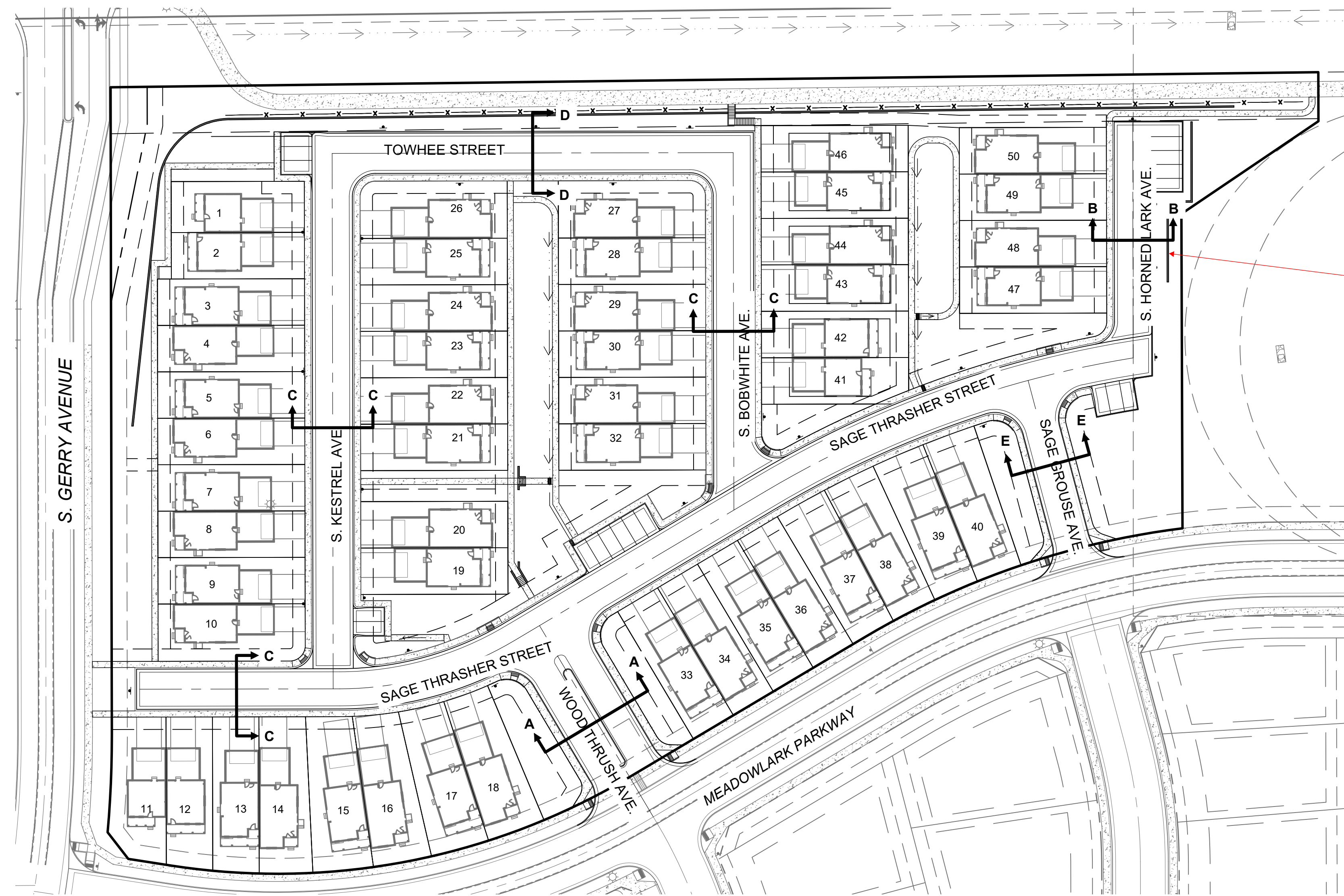
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Subject:
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Author: AutoCAD SHX Text
Date:
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Color: ☐
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Space:

APPLICANT:



[illegible]

Sean McDermott

From: Josh Gelfenbaum <jgelfenbaum@weld.gov>
Sent: Friday, January 24, 2025 3:47 PM
To: Sean McDermott
Subject: RE: Referral Response: Murata Farms Paired Homes Final Plat, Filing No. 3 (FPL25-001)

Hi,

Curiosity, it states all streets are dedicated to Fort Lupton (S. Grosbeak Ave) but I am not finding a S. Grosbeak Ave on this plat. Was it supposed to be S. Gerry Ave or is there another street I am missing.

Thanks,



Josh Gelfenbaum

GIS Sr Mapper, Weld County Assessor's Office

☎ Direct: 970-400-3653

☎ Office: 970-400-3650

✉ jgelfenbaum@weld.gov

📍 [1400 N 17th Ave, Greeley, CO 80631](#)

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From: Sean McDermott <SMcDermott@FortLuptonCo.Gov>
Sent: Friday, January 24, 2025 3:28 PM
To: Beyza Kirmizi <BKirmizi@Fortluptonco.gov>; Sean McDermott <SMcDermott@FortLuptonCo.Gov>
Cc: PlanningDept <PlanningDept@Fortluptonco.gov>
Subject: RE: Referral Response: Murata Farms Paired Homes Final Plat, Filing No. 3 (FPL25-001)

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Sean



Sean McDermott
Planner I

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Mobile (720) 683-8418 | **Fax** (303) 857-0351
SMcDermott@FortLuptonCo.Gov
1200 Dexter St Unit W13, Fort Lupton, CO 80621

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Sent: Monday, January 6, 2025 10:24 AM
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Sean McDermott

From: Jose Gonzalez <jogonzalez@safebuilt.com>
Sent: Tuesday, January 28, 2025 8:56 AM
To: Sean McDermott
Subject: RE: Referral Response: Murata Farms Paired Homes Final Plat, Filing No. 3 (FPL25-001)

Good morning Sean,

No concerns from Building. Construction documents must comply with adopted codes at time of permit application.

Sorry...catching up.

Thank you,

Jose Gonzalez
Building Official



39 S PARISH AVE., UNIT 220 JOHNSTOWN, CO. 80534
Office 970-305-3161 Ext 703 Cell 90-217-3871
jogonzalez@safebuilt.com

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Cc: PlanningDept <PlanningDept@Fortluptonco.gov>

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Sean McDermott

From: Alan Kaylor <akaylor@weld8.org>
Sent: Wednesday, January 8, 2025 5:40 PM
To: Sean McDermott
Subject: Re: Referral Response: Murata Farms Paired Homes Final Plat, Filing No. 3 (FPL25-001)

Thank you Sean. The impact fee for Weld 8 is our part.

Alan

Alan J. Kaylor
Superintendent of Schools
A Proud Weld Re-8 Employee
200 South Fulton,
Fort Lupton, CO 80621
303-857-3207

PREPARING OUR STUDENTS FOR THEIR FUTURE; EVERY CHILD, EVERY DAY!

Nondiscrimination/Equal Opportunity Statement In compliance with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act of 2008, Colorado law and Board of Education Policy AC (Nondiscrimination/Equal Opportunity), Weld Re-8 School District does not discriminate on the basis of disability, race, creed, color, sex, sexual orientation, gender identity/expression, national origin, religion, ancestry, need for special education services, age, marital status, genetic information, or physical characteristics in admissions, access to, treatment, or employment in educational programs or activities which it operates. Complaint procedures have been established for students, parents, employees and members of the public. The following person has been identified as the compliance officer for the district: Superintendent, Weld Re-8 School District: 200 South Fulton, Fort Lupton, CO 80621, 303.857.3200, superintendent@weld8.org

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On Jan 6, 2025, at 11:25 AM, Sean McDermott <SMcDermott@fortluptonco.gov> wrote:

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Mobile (720) 683-8418 | Fax (303) 857-0351
SMcDermott@FortLuptonCo.Gov
1200 Dexter St Unit W13, Fort Lupton, CO 80621

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Sean McDermott

From: Ciocanu, Violeta <Violeta.Ciocanu@xcelenergy.com>
Sent: Wednesday, January 22, 2025 10:01 AM
To: Sean McDermott
Subject: Murata Farms Townhomes Final Plat, Filing No. 3, Case # FPL25-001
Attachments: PSCo Letter.doc

Sean,
Please see attached.

Violeta Ciocanu [Chokanu]

She/Her/Hers

Xcel Energy | You. Us. Together

Right of Way and Permits Department

1123 West 3rd Avenue, Denver, CO 80223

O: 303-285-6612

E: violeta.ciocanu@xcelenergy.com

Direct Supervisor: adam.r.pena@xcelenergy.com

NOTE: Please send all referral requests to ReferralsXcelDistribution@xcelenergy.com. This email address is for Jurisdictions referrals requests only.

[XCELENERGY.COM](https://www.xcelenergy.com)

Please consider the environment before printing this email.



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.285.6612**
violeta.ciocanu@xcelenergy.com

January 22, 2025

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

Attn: Sean McDermott

Re: Murata Farms Townhomes Final Plat, Filing No. 3, Case # FPL25-001

Public Service Company of Colorado's (PSCo) Right of Way and Permits Referral Desk has reviewed the plan for **Murata Farms Townhomes Final Plat, Filing No. 3**. As always, thank you for the opportunity to take part in the review process.

PSCo requests that the following language or plat note be placed on the preliminary and final plats for the subdivision:

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 grantees, may remove any Interfering Objects at no cost to such grantees, 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.

The property owner/developer/contractor must complete the application process for any new natural gas service via xcelenergy.com/InstallAndConnect. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

Additional easements may need to be acquired by separate document. The Designer must contact the appropriate Right-of-Way Agent.

As a safety precaution, PSCo would like to remind the developer to contact Colorado 811 for utility locates prior to construction.

Violeta Ciocanu (Chokanu)
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-285-6612 – Email: violeta.ciocanu@xcelenergy.com

Sean McDermott

From: Valdes - CDOT, Rose <rose.valdes@state.co.us>
Sent: Tuesday, January 14, 2025 12:21 PM
To: Sean McDermott
Subject: Re: Referral Response: Murata Farms Paired Homes Final Plat, Filing No. 3 (FPL25-001)

Good Afternoon Sean,

CDOT agrees with the findings.

Kindest regards,

Rose Valdes

Assistant Access Manager



10601 West 10th Street, Greeley, CO 80634

Rose.Valdes@state.co.us | <http://codot.gov/> | www.cotrip.or

Office Phone (970) 939-2440

On Tue, Jan 7, 2025 at 11:23 AM Sean McDermott <SMcDermott@fortluptonco.gov> wrote:

Hi Rose and Tim,

Hope you are doing well.

I noticed Rose's contact information on Tim's out of office message and wanted to include you both on this referral request. Let me know who you would like future referrals sent to; we can include one person or multiple people, whichever you'd prefer. And don't hesitate to reach out if you have any comments/questions on this referral request as well.

Thanks and have a great day,

Sean



Sean McDermott
Planner I

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Cc: PlanningDept <PlanningDept@Fortluptonco.gov>

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Sean McDermott

From: Bilobran - CDOT, Timothy <timothy.bilobran@state.co.us>
Sent: Friday, January 24, 2025 3:37 PM
To: Sean McDermott
Cc: Beyza Kirmizi; PlanningDept
Subject: Re: Referral Response: Murata Farms Paired Homes Final Plat, Filing No. 3 (FPL25-001)

On our side, Hydraulics finally approved the College Avenue information. I've sent the permits to Redlands for signature. They should be signed any day now for their highway work.

Tim

On Fri, Jan 24, 2025 at 3:28 PM Sean McDermott <SMcDermott@fortluptonco.gov> wrote:

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WWW.FORTLUPTONCO.GOV

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From: Sean McDermott
Sent: Monday, January 6, 2025 10:24 AM

To: Sean McDermott <SMcDermott@FortLuptonCo.Gov>; Beyza Kirmizi <BKirmizi@Fortluptonco.gov>
Cc: PlanningDept <PlanningDept@Fortluptonco.gov>
Subject: Referral Response: Murata Farms Paired Homes Final Plat, Filing No. 3 (FPL25-001)

Hello,

The documentation located at the following link is submitted to you for review and recommendation for a **Final Plat and PUD, known as the Murata Farms Paired Homes Final Plat, Filing No. 3**, being reviewed by the City of Fort Lupton. The application documents can be reviewed at the following link:
<https://www.fortluptonco.gov/DocumentCenter/Index/927>

Any comments you consider relevant to this request would be appreciated. Please reply by **January 27, 2025**, so that we may give full consideration to your recommendation. Any response received before or on this date may be deemed a favorable response by the Planning & Building Department.

Your time in this matter is greatly appreciated!

Thanks and have a great day,

Sean



Sean McDermott
Planner I

Main 303.857.6694 | **Direct** (720) 466-6193

Mobile (720) 683-8418 | **Fax** (303) 857-0351

SMcDermott@FortLuptonCo.Gov

1200 Dexter St Unit W13, Fort Lupton, CO 80621

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

--

Tim Bilobran
Region 4 Permits Manager



O 970.350.2163 | C 970.302.4022 | F 970.350.2198
timothy.bilobran@state.co.us | codot.gov | www.cotrip.org
10601 W. 10th Street, Greeley, CO 80634

Sean McDermott

From: Priest - DNR, Erin <erin.priest@state.co.us>
Sent: Monday, January 20, 2025 8:33 AM
To: Sean McDermott
Subject: Murata Farms Paired Homes Final Plat, Filing No. 3
Attachments: Murata Farms FPL25-001.pdf

Murata Farms Paired Homes Final Plat, Filing No. 3 Referral Request Form

--

Erin Priest
District Wildlife Manager- Fort Lupton
C: 970-939-1214
4207 W. CR 16E Loveland, CO 80537



LIVE LIFE
OUTSIDE

erin.priest@state.co.us | cpw.state.co.us





FROM: SEAN MCDERMOTT
DATE: 01/06/2025
PROJECT: Murata Farms Paired Homes Final Plat, Filing No. 3 (FPL25-001)

INTERNAL DISTRIBUTION:

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

OUTSIDE DISTRIBUTION:

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

If you have comments, please respond by: **01/27/2025**

Comments may be sent via mail, faxed to 303.857.0351 or emailed to planningdept@fortluptonco.gov.

A non-response to this referral may be considered a favorable response.

AGENCY: Colorado Parks and Wildlife SIGNATURE: *Erin M Priest* DATE: 1/20/2025

COMMENTS: We see no wildlife concerns with this project.

Sean McDermott

From: Kristen Thompson <kthompson@northernwater.org>
Sent: Thursday, January 9, 2025 1:54 PM
To: Sean McDermott; Beyza Kirmizi
Cc: PlanningDept
Subject: RE: Referral Response: Murata Farms Paired Homes Final Plat, Filing No. 3 (FPL25-001)

Sean,

I do not have a comment on this referral.

Thank you
Kris



Kristen Thompson

Contracts Specialist II – Land and Water | Northern Water
Direct: (970) 622-2237

220 Water Ave | Berthoud, CO 80513 | (800) 369-RAIN (7246)
www.northernwater.org | [Facebook](#) | [X](#) | [Instagram](#) | [LinkedIn](#)

Disclaimer Notice: An allotment of Colorado-Big Thompson water is subject to the Water Conservancy Act, C.R.S 37-45-101 et seq, the authority of the Board of Directors of the Northern Colorado Water Conservancy District, and other relevant laws and regulations. The information provided in this email is not binding on Northern Water because the legal rights to Colorado-Big Thompson Project Allotments are subject to the continuing discretion of the Board of Directors of Northern Water and other legal limitations and requirements. Northern Water staff and counsel cannot provide you with legal advice, and you are advised to seek legal counsel with respect to the subject matter of this email. You also have an independent obligation to review and confirm the accuracy and completeness of any information provided to you by Northern Water, and to supplement or correct the records of Northern Water with respect to any errors or omissions.

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External Message - Please be cautious when replying or opening links or attachments in this email

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SUBJECT FOR DISCUSSION

Ratifying the City Administrator's Signature on the Click-it or Ticket FY25 Grant Application Allocating Funds for Proactive Safety Enforcement and Authorizing Acceptance of the Grant.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Colorado Department of Transportation offers grants paying overtime to law enforcement agencies specifically for improving traffic safety. The Police Department is pursuing the Click-it or Ticket FY25 grant. The grant reimburses expenses for paying police officers overtime to conduct click-it or ticket enforcement. The grant further stipulates that police officers working this overtime make traffic stops for dangerous driving behavior, such as speeding or reckless driving, and issue citations when drivers and/or passengers are not properly using safety restraint devices. Citations for primary infractions are discretionary based on Department policy.

FINANCIAL CONSIDERATIONS

The grant reimburses overtime at the actual overtime rate for the officer working Click-it or Ticket enforcement.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Apply for and accept the grant to dedicate police officers working overtime specifically for the purposes outlined in the grant, or
2. Do not accept the grant. Police officers will continue to conduct traffic enforcement as call load allows for.

STAFF RECOMMENDATIONS

Staff recommends approving the ratification and accepting the grant.

Attachments:

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date