



City of Fort Lupton

REGULAR MEETING AGENDA

Tuesday, January 4, 2022

7:00 PM

130 South McKinley Avenue

Zo Stieber, Mayor

Valerie Blackston, Ward 1

Chris Ceretto, Ward 2

Carlos Barron, Ward 3

David Crespino, Ward 1

Claud Hanes, Ward 2

Bruce Fitzgerald, Ward 3

You may join in person or join remotely by registering at:
<https://global.gotomeeting.com/join/851983253>

Pledge of Allegiance

Call to Order

Roll Call

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

Approval of Agenda

Review of Accounts Payables

a. January 4, 2022 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. December 21, 2021 City Council Meeting Minutes

b. Second Reading Ordinance 2021-1134 An Ordinance of the City Council of Fort Lupton Accepting the Been MSD Public Right of Way Dedication for County Road 19

c. AM 2022-001 Approving a Resolution Designating the City of Fort Lupton Webpage www.fortluptonco.gov as the Public Place for Posting Notices of Public City Meetings in Accordance With Colorado Revised Statutes Open Meetings Law

d. AM 2022-002 Approve Resolution 2022R0xxx Ratifying the Appointment of Lori Saine as a Member of the Fort Lupton Urban Renewal Authority, to Serve as the Weld County Representative, for a Term Expiring January 19, 2026

e. AM 2022-003 Approve Resolution 2022R0xxx Ratifying the Reappointment of Mark Grajeda as the Fort Lupton Fire Protection District Representative to the Fort Lupton Urban Renewal Authority for a Five (5) Year Term Beginning January 17, 2022 and Expiring January 17, 2027

- f. AM 2022-004 Approving Resolution 2022R0xxx Ratifying the Mayor's Appointment of the Attached List of Candidates (Exhibit "A") to the Corresponding Advisory/Governing Committees for a Term Beginning January 4, 2022 and Ending December 31, 2023
- g. AM 2022-005 Approve a Resolution Adopting the Three Mile Area Plan for 2022
- h. AM 2022-009 An Ordinance Amending Chapter 18, Article I, Section 18-7 Building Permit Fees, of the Fort Lupton Municipal Code, Setting Fees by Resolution
- i. AM 2022-010 An Ordinance Amending Chapter 18, Article XI, International Residential Code, Section 18-221 Adoption, of the City of Fort Lupton Municipal Codes, Adding Appendix Chapter F Regarding Radon to be Consistent with the International Building Code
- j. AM 2022-011 Ratify the Mayor's Signature on the Low-Income Household Water Assistance Program (LIHWAP) Water Vendor Agreement

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

- a. AM 2022-006 Approve Water Rate Increase

Action Memorandum

- a. AM 2022-007 Approve Public Works Wastewater Sewer Service Agreement With Rodolfo Melendez and Hilda Manzo for Sanitary Sewer Service at 1460 14th Street
- b. AM 2022-008 Approve Bid For a Shelter at City Hall From Churchich Recreation for Amount not to Exceed \$33,992.70

Staff Reports

Mayor/Council Reports

Future City Events

- a. January 4, 2022 Upcoming Events

Adjourn



City of Fort Lupton

Check Report

By Check Number

Date Range: 12/22/2021 - 01/04/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Golf Course-Golf Course						
000024	ACE HARDWARE OF FORT LUPTON	12/28/2021	Regular	0.00	694.59	84879
92024	Invoice	12/09/2021	GOLF-LIGHT CLIPS-MAINT	0.00	8.59	
92037	Invoice	12/09/2021	GOLF-PARTS-MAINT	0.00	159.27	
92075	Invoice	12/13/2021	GOLF-FASTENERS-MAINT	0.00	13.97	
92102	Invoice	12/14/2021	GOLF-MARKING PAINT-MAINT	0.00	37.95	
92120	Invoice	12/15/2021	GOLF-SUPPLIES-MAINT	0.00	79.48	
92142	Invoice	12/16/2021	GOLF-FASTENERS-MAINT	0.00	19.14	
92149	Invoice	12/16/2021	GOLF-PAINT-PRO SHOP	0.00	186.28	
92154	Invoice	12/17/2021	GOLF-WALL REPAIR-PRO SHOP	0.00	40.95	
92164	Invoice	12/17/2021	GOLF-FASTENERS-MAINT	0.00	3.86	
92169	Invoice	12/17/2021	GOLF-SUPPLIES-PRO SHOP	0.00	52.73	
92178	Invoice	12/18/2021	GOLF-SUPPLIES-PRO SHOP	0.00	72.96	
92185	Invoice	12/19/2021	GOLF-WALL REPAIR-PRO SHOP	0.00	19.41	
000239	CITY OF FORT LUPTON	12/28/2021	Regular	0.00	56,583.88	84880
FIN2021235	Invoice	12/01/2021	GOLF-EAP FOR SEPT 21	0.00	4.55	
FIN2021261	Invoice	12/01/2021	GOLF-EAP FOR OCT21	0.00	4.48	
FIN2021351	Invoice	12/03/2021	GOLF-PAYROLL EXPENSE 11/13-11/26 PAID ...	0.00	26,421.32	
FIN2021354	Invoice	12/08/2021	GOLF-REMIBURSE COMCAST INV 134437748...	0.00	165.75	
FIN2021368	Invoice	12/17/2021	GOLF-PAYROLL EXPENSE 11/26-12/10 PAID ...	0.00	23,808.37	
FIN2021370	Invoice	12/17/2021	GOLF-LTD,LIFE & AD&D INS. DEC21	0.00	171.97	
FIN2021373	Invoice	12/20/2021	Golf ComData Purchases	0.00	4,515.09	
FIN2021374	Invoice	12/20/2021	GOLF-REIMBURSE PINNACOL INV 20702029 ...	0.00	1,492.35	
000307	COMCAST CABLE COMM, LLC	12/28/2021	Regular	0.00	244.19	84881
0120790 DEC21	Invoice	12/06/2021	GOLF-INTERNET/PHONE-PRO SHOP	0.00	244.19	
000461	FERRELLGAS LP	12/28/2021	Regular	0.00	12.00	84882
RNT9033025	Invoice	11/24/2021	GOLF-RENTAL-MAINT	0.00	12.00	
002937	HIGHLANDS LOCKSMITH LLC	12/28/2021	Regular	0.00	70.00	84883
120621	Invoice	12/06/2021	GOLF-RE -KEY-MAINT	0.00	70.00	
000768	MASEK GOLF CAR OF COLORADO	12/28/2021	Regular	0.00	3,305.48	84884
01-71764	Invoice	12/16/2021	GOLF-MAINTENANCE-PRO SHOP	0.00	3,305.48	
000862	O'REILLY AUTO PARTS	12/28/2021	Regular	0.00	19.98	84885
4489-344263	Invoice	12/09/2021	GOLF-2 CYCLE OIL-MAINT	0.00	19.98	
000999	SHAMROCK FOODS COMPANY	12/28/2021	Regular	0.00	1,576.34	84886
24347866	Invoice	12/20/2021	GOLF-FOOD-PRO SHOP	0.00	1,576.34	
001105	TOSHIBA FINANCIAL SERVICES	01/04/2022	Regular	0.00	236.90	84887

Check Report

Date Range: 12/22/2021 - 01/04/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
460548761	Invoice	12/16/2021	GOLF-COPIER LEASE	0.00	236.90	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	27	9	0.00	62,743.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	27	9	0.00	62,743.36

Check Report

Date Range: 12/22/2021 - 01/04/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash						
000031	ADAMSON POLICE PRODUCTS	12/28/2021	Regular	0.00	198.00	70751
INV367512	Invoice	12/09/2021	GF-SECURIBLANK 9MM-PD	0.00	198.00	
000037	ADVANCED URGENT CARE AND OCC MED	12/28/2021	Regular	0.00	85.00	70752
72669	Invoice	12/17/2021	GF-J.WAMBOLT DOT PHYSICAL-HR	0.00	85.00	
000040	AFLAC	12/28/2021	Regular	0.00	2,124.70	70753
448615	Invoice	12/11/2021	GF-SUPP INS FOR DEC-HR	0.00	2,124.70	
000108	AUSMUS LAW FIRM PC	12/28/2021	Regular	0.00	20,958.75	70754
7394	Invoice	12/12/2021	GF-9/15-12/8 LEGAL FEES	0.00	20,958.75	
000136	BG'S JAPANESE DESIGNS	12/28/2021	Regular	0.00	333.00	70755
6284	Invoice	12/15/2021	GF-UNIFORMS-PD REC	0.00	176.00	
6285	Invoice	12/15/2021	GF-UNIFORMS-PD	0.00	157.00	
002939	Bison Ridge Construction LLC	12/28/2021	Regular	0.00	1,500.00	70756
122021	Invoice	12/20/2021	UF-HYDRANT METER DEPOSIT REFUND	0.00	1,500.00	
000267	COLONIAL LIFE	12/28/2021	Regular	0.00	105.96	70757
78168200101631	Invoice	12/22/2021	GF-SUPP INS FOR DEC21-HR	0.00	105.96	
002651	COLORADO COMMUNITY MEDIA	12/28/2021	Regular	0.00	225.00	70758
44228	Invoice	12/17/2021	GF-ADVERTISEMENT-CITY CL	0.00	225.00	
000312	CONNECT 4 EVENTS AND ENTERTAINMENT LLC	12/28/2021	Regular	0.00	975.00	70759
16812	Invoice	12/01/2021	GF-FOH EVENT STAGE-COM EVENTS	0.00	975.00	
002940	CRYSTAL KROEBER	12/28/2021	Regular	0.00	75.00	70760
2006777	Invoice	12/16/2021	REC-BASKETBALL REFUND	0.00	75.00	
002301	DIANA CAMPBELL	12/28/2021	Regular	0.00	55.00	70761
2006778	Invoice	12/16/2021	REC-BASKETBALL REFUND	0.00	55.00	
002192	DMD SYSTEMS RECOVERY INC	12/28/2021	Regular	0.00	1,595.00	70762
115392	Invoice	12/09/2021	GF-RECYCLING OF COMPUTERS-IT	0.00	1,595.00	
002926	ELITE GARAGE DOORS	12/28/2021	Regular	0.00	2,400.00	70763
412785	Invoice	12/22/2021	Fund Items- Grounds	0.00	2,400.00	
000445	EWING IRRIGATION PRODUCTS INC	12/28/2021	Regular	0.00	1,347.75	70764
15816551	Invoice	12/15/2021	GF-MULCH-PARKS	0.00	748.75	
15816566	Invoice	12/15/2021	GF-MULCH-PARKS	0.00	599.00	
000590	IDEAL PRODUCTS INC	12/28/2021	Regular	0.00	4,299.05	70765
DEP51476	Invoice	12/21/2021	Lockers	0.00	4,299.05	
000714	LEGACY SCHOOL OF DANCE LLC	12/28/2021	Regular	0.00	945.00	70766
122021	Invoice	12/20/2021	REC-DECEMBER PAYMENT	0.00	945.00	
000862	O'REILLY AUTO PARTS	12/28/2021	Regular	0.00	10.08	70767
4489-345367	Invoice	12/15/2021	GF-WIPER FLUID-PARKS	0.00	10.08	
001943	PINNACOL ASSURANCE	12/28/2021	Regular	0.00	18,731.00	70768
20702029	Invoice	12/06/2021	WORK COMP FOR 2022 & 2021 DEDUCT.	0.00	18,731.00	
000939	RECREATION SUPPLY COMPANY	12/28/2021	Regular	0.00	528.00	70769
447943	Invoice	12/14/2021	REC-POOL/SPA TEST REAGENTS	0.00	528.00	
001008	SHRED-IT USA LLC	12/28/2021	Regular	0.00	30.00	70770
8000544950	Invoice	12/01/2021	GF-SHREDDING SERVICES-CITY CL	0.00	30.00	
002224	SILVER LINE CONSTRUCTION	12/28/2021	Regular	0.00	50.00	70771
121621	Invoice	12/16/2021	UF-HYDRANT METER WRENCH DEPOSIT FU...	0.00	50.00	
001050	SURE SHOT DRILLING	12/28/2021	Regular	0.00	1,500.00	70772

Check Report

Date Range: 12/22/2021 - 01/04/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
122121	Invoice	12/21/2021	UF-HYDRANT METER DEPOSIT REFUND	0.00	1,500.00	
002816	THE CIRCUIT CLERK	12/28/2021	Regular	0.00	120.00	70773
005	Invoice	12/12/2021	GF-MARIJUANA LICENSING CONSULT-MISC	0.00	120.00	
001101	TODD HODGES DESIGN LLC	12/28/2021	Regular	0.00	7,220.00	70774
3383	Invoice	12/20/2021	GF-PLANNING SRVCS 12/6-12/19-PLANNING	0.00	7,220.00	
001105	TOSHIBA FINANCIAL SERVICES	12/28/2021	Regular	0.00	2,001.99	70775
460073505	Invoice	12/08/2021	Copier Lease	0.00	2,001.99	
001963	WASTE CONNECTIONS OF COLO, INC	12/28/2021	Regular	0.00	103.44	70776
5838630-1	Invoice	12/15/2021	CEM-DEC21 TRASH SRVC	0.00	103.44	
002943	KENZIE HARRIS	12/30/2021	Regular	0.00	67.35	70777
72189 RE-ISSUE	Invoice	12/29/2021	GF-RE-ISSUE PAYROLL CK #72189 (KENZIE K...	0.00	67.35	
000713	LEANN PERINO	12/30/2021	Regular	0.00	69.69	70778
73490 RE-ISSUE	Invoice	12/29/2021	GF-RE-ISSUE CK #73490 MILEAGE REIMBURS...	0.00	69.69	
001605	MAKAYLA K HICKEY	12/30/2021	Regular	0.00	49.77	70779
73316 RE-ISSUE	Invoice	12/29/2021	GF-RE-ISSUE PAYROLL CK #73316	0.00	49.77	
002942	ORRISA KELLY	12/30/2021	Regular	0.00	26.38	70780
72950 RE-ISSUE	Invoice	12/29/2021	GF-RE-ISSUE PAYROLL CK #72950	0.00	26.38	
000037	ADVANCED URGENT CARE AND OCC MED	01/04/2022	Regular	0.00	85.00	70782
72709	Invoice	12/22/2021	GF-R.FUENTES DOT PHYSICAL-HR	0.00	85.00	
002853	BUCKEYE CLEANING CENTER	01/04/2022	Regular	0.00	977.05	70783
90367296	Invoice	12/01/2021	REC-JANITORIAL SUPPLIES	0.00	318.92	
90379473	Invoice	12/16/2021	GF-JANITORIAL SUPPLIES-FAC	0.00	187.76	
90381453	Invoice	12/29/2021	GF-JANITORIAL SUPPLIES-FAC	0.00	470.37	
000182	CEM SALES & SERVICE INC	01/04/2022	Regular	0.00	260.00	70784
155705	Invoice	12/01/2021	REC-SPA FLOW METER	0.00	260.00	
000208	CESARE INC	01/04/2022	Regular	0.00	323.00	70785
21.3071.3	Invoice	12/23/2021	GF-GEOTECH STUDY-ENGINEERING	0.00	323.00	
002651	COLORADO COMMUNITY MEDIA	01/04/2022	Regular	0.00	115.92	70786
44037	Invoice	12/17/2021	GF-PUBLIC NOTICES	0.00	115.92	
000306	COMCAST BUSINESS	01/04/2022	Regular	0.00	2,083.22	70787
136443503	Invoice	12/15/2021	Comcast Phones	0.00	2,083.22	
000307	COMCAST CABLE COMM, LLC	01/04/2022	Regular	0.00	254.25	70788
0117309 DEC21	Invoice	12/14/2021	REC-CABLE/MUSIC	0.00	254.25	
002915	COMCATE SOFTWARE INC	01/04/2022	Regular	0.00	3,399.00	70789
7595	Invoice	12/13/2021	COMCATE Software	0.00	3,399.00	
000354	DAVID HEMPEL	01/04/2022	Regular	0.00	25.68	70790
101821	Invoice	12/01/2021	GF-MEAL REIMBURSEMENT-PD	0.00	25.68	
000783	MEANDERING WITH MARY	01/04/2022	Regular	0.00	120.00	70791
122821	Invoice	12/28/2021	CPR-DEC CASINO TRIP-SENIORS	0.00	120.00	
001580	SCL HEALTH	01/04/2022	Regular	0.00	42.00	70792
10001450	Invoice	12/01/2021	GF-FLU SHOTS-HR	0.00	42.00	
001040	STERICYCLE	01/04/2022	Regular	0.00	61.00	70793
3005828210	Invoice	12/30/2021	REC-BIOHAZARD	0.00	61.00	
001153	VALLEY FIRE EXTINGUISHER	01/04/2022	Regular	0.00	173.00	70794
148846	Invoice	12/29/2021	CPR-KITCHEN EXHAUST INSPECTION-COM C...	0.00	173.00	

Check Report

Date Range: 12/22/2021 - 01/04/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
001183	WAXIE SANITARY SUPPLY	01/04/2022	Regular	0.00	145.17	70795
80552259	Invoice	12/28/2021	GF-DOGGIE BAGS-PARKS	0.00	145.17	
000119	BANK OF COLORADO	12/30/2021	Bank Draft	0.00	-105.00	DFT0001866
CM0000023	Credit Memo	12/30/2021	HSA DISTRIBUTION	0.00	-105.00	
001416	VALIC_1	12/30/2021	Bank Draft	0.00	34,608.07	DFT0001867
INV0001087	Invoice	12/30/2021	VALIC - 457(b) \$ Contributions	0.00	34,608.07	
001265	IRS	12/30/2021	Bank Draft	0.00	58,470.98	DFT0001868
INV0001088	Invoice	12/30/2021	Federal Withholding	0.00	58,470.98	
001418	CO DEPARTMENT OF REVENUE	12/30/2021	Bank Draft	0.00	10,065.75	DFT0001869
INV0001089	Invoice	12/30/2021	CO Withholding	0.00	10,065.75	
001265	IRS	12/28/2021	Bank Draft	0.00	83.56	DFT0001871
INV0001090	Invoice	12/28/2021	Federal Withholding	0.00	83.56	
001418	CO DEPARTMENT OF REVENUE	12/28/2021	Bank Draft	0.00	15.27	DFT0001872
INV0001091	Invoice	12/28/2021	CO Withholding	0.00	15.27	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	48	44	0.00	75,794.20
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	6	6	0.00	103,138.63
EFT's	0	0	0.00	0.00
	54	50	0.00	178,932.83

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	75	53	0.00	138,537.56
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	6	6	0.00	103,138.63
EFT's	0	0	0.00	0.00
	81	59	0.00	241,676.19

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	12/2021	62,506.46
600	GOLF ENTERPRISE FUND	1/2022	236.90
999	POOLED CASH/CONSOLIDATED CASH	12/2021	170,868.54
999	POOLED CASH/CONSOLIDATED CASH	1/2022	8,064.29
			241,676.19

ORDINANCE NO. 2021-1134

INTRODUCED BY: CHRIS CERETTO

AN ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE BEEN MSD PUBLIC RIGHT OF WAY DEDICATION FOR CR 19 LOCATED IN THE NORTHEAST ¼ OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 7th Day of December 2021.

PUBLISHED in the Fort Lupton Press the 15th day of December 2021.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 4th day of January 2021.

PUBLISHED BY TITLE ONLY the 12th day of January 2021.

EFFECTIVE (after publication) the 3rd day of February 2021.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

CITY OF FORT LUPTON CITY COUNCIL



Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Sanchez, Ward 3

Zo Stieber, Mayor

David Crespin, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

AM 2022-001

APPROVING A RESOLUTION DESIGNATING THE CITY OF FORT LUPTON WEBPAGE WWW.FORTLUPTONCO.GOV AS THE PUBLIC PLACE FOR POSTING NOTICES OF PUBLIC CITY MEETINGS IN ACCORDANCE WITH COLORADO REVISED STATUTES OPEN MEETINGS LAW

I. Agenda Date: Council Meeting – January 4, 2022

II. Attachments: a. Proposed Resolution

III. Summary Statement:

Colorado Revised Statue 24-6-402 (2) (c) indicates the local governing body shall designate at the first regular meeting of the calendar year, the location of posting for public notices. This posting will include Council's Agenda, Historic Preservation Board, Planning Commission and any other boards, commissions and committees of the City.

IV. Submitted by: _____
Maricela Peña, City Clerk

V. Finance Reviewed _____
Finance Director

VI. Approved for Presentation: _____
City Administrator

VII. Attorney Reviewed _____ Approved _____ Pending Approval

VIII. Certification of Council Approval: _____
City Clerk Date

IX. Detail of Issue/Request:

Colorado Revised Statute 24-6-402 (2) (c) indicates the local governing body shall designate at the first regular meeting of the calendar year, the location of posting for public notices. This posting will include Council's Agenda, Historic Preservation Board, Planning Commission and any other boards, commissions and committees of the City.

Colorado Revised Statutes Open Meeting Law 24-6-402 (2) (c) states that any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which the majority of quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to the holding of the meeting. The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year. The post shall include specific agenda information where possible.

In 2019, a new law went into effect allowing a local government to post the notices on the local government's website, that notices be accessible to the public at no charge and, that notices be searchable, if feasible, by type of meeting, date and time of meeting, and agenda contents. A local government that posts notices of public meetings on its website may continue to post the notices in a physical location, but is not required to do so.

Pursuant to CRS 24-72-402 (2)(c)(III), a local government that posts notices of public meetings on a public website shall designate a public place within the boundaries of the local public body at which it may post a notice no less than twenty-four hours prior to a meeting, if it is unable to post a notice online in exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online.

X. Legal/Political Considerations:

None.

XI. Alternatives/Options:

None.

XII. Financial Considerations:

N/A

XIII. Staff Recommendation:

Staff recommends posting be placed on the City of Fort Lupton web page www.fortluptonco.gov and in case of exigent or emergency circumstances, the notice be posted at the Fort Lupton City Hall, 130 S. McKinley Avenue.

RESOLUTION 2022R0xx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON DESIGNATING THE CITY OF FORT LUPTON WEBPAGE WWW.FORTLUPTONCO.GOV AS THE PUBLIC PLACE FOR POSTING NOTICES OF PUBLIC CITY MEETINGS IN ACCORDANCE WITH COLORADO REVISED STATUTES OPEN MEETINGS LAW §24-6-402

WHEREAS, Colorado Revised Statute Open Meeting Law §24-6-402(2)(c)(I) Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public; and,

WHEREAS, in addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to the holding of the meeting.

WHEREAS, the law requires local governments to post notices of public meetings in physical locations; and

WHEREAS, the public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year; and

WHEREAS, House Bill 19-1087 was introduced in 2019, allowing a local government to post the notices on the local government's website, that notices be accessible to the public at no charge and, that notices be searchable, if feasible, by type of meeting, date and time of meeting, and agenda contents; and

WHEREAS, a local government that posts notices of public meetings on its website may continue to post the notices in a physical location, but is not required to do so; and

WHEREAS, CRS §24-72-402 (2)(c)(III) a local government that posts notices of public meetings on a public website shall designate a public place within the boundaries of the local public body at which it may post a notice no less than twenty-four hours prior to a meeting if it is unable to post a notice online in exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online; and

WHEREAS, said posting will include meetings of the City Council, Historic Preservation Board, Planning Commission and any other boards, commissions and committees of the City.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council, in accordance with the Open Meetings Law, notice of time and place designates for all regular and special meetings shall be the City of Fort Lupton web page www.fortluptonco.gov and in case of exigent or emergency circumstances such as a power outage or an interruption in

internet service that prevents the public from accessing the notice online, the notice shall be posted at the Fort Lupton City Hall, 130 S. McKinley Avenue.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 4th DAY OF JANUARY 2022.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

CITY OF FORT LUPTON CITY COUNCIL



Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Barron, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

AM 2022-002

APPROVE RESOLUTION 2022Rxxx RATIFYING THE APPOINTMENT OF LORI SAINÉ AS A MEMBER OF THE FORT LUPTON URBAN RENEWAL AUTHORITY, TO SERVE AS THE WELD COUNTY REPRESENTATIVE, FOR A TERM EXPIRING JANUARY 19, 2026.

I. **Agenda Date:** Council Meeting – January 4, 2022

II. **Attachments:** a. Resolution 2022R0xx.

III. **Summary Statement:**

Pursuant to the bylaws of the Fort Lupton Urban Renewal Authority (Authority), the Authority may consist of nine (9) members and one (1) alternate who shall be appointed by the Mayor, with the consent of City Council. One member shall be appointed by agreement of the board of county commissioners. Commissioner Lori Saine has expressed interest in serving as the Weld County representative to FLURA.

Commissioner Saine's application, as well as recommendation letter from the County Commissioners has been received by FLURA staff and approved by the Mayor.

IV. **Submitted by:** _____
Planner

V. **Finance Reviewed** _____
Finance Director

VI. **Approved for Presentation:** _____
City Administrator

VII. **Attorney Reviewed** _____ Approved _____ Pending Approval

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

IX. Detail of Issue/Request:

Pursuant to the bylaws of the Fort Lupton Urban Renewal Authority (Authority), the Authority may consist of nine (9) members and one (1) alternate who shall be appointed by the Mayor, with the consent of City Council. One member shall be appointed by agreement of the board of county commissioners. Commissioner Lori Saine has expressed interest in serving as the Weld County representative to FLURA.

Commissioner Saine's application, as well as recommendation letter from the County Commissioners has been received by FLURA staff and approved by the Mayor.

X. Legal/Political Considerations:

Not applicable.

XI. Alternatives/Options:

- 1) Approve Resolution 2022-???*
- 2) Do not Approve Resolution 2022-???*

XII. Financial Considerations:

Not applicable.

XIII. Staff Recommendation:

Staff recommends approval of Commissioner Lori Saine's appointment to the Fort Lupton Urban Renewal Authority for a term expiring on January 19, 2026.

RESOLUTION 2021Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE APPOINTMENT OF LORI SAINÉ AS A MEMBER OF THE FORT LUPTON URBAN RENEWAL AUTHORITY, TO SERVE AS THE WELD COUNTY REPRESENTATIVE, FOR A TERM EXPIRING JANUARY 19, 2026

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

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

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council appoint Lori Saine for a five-year term expiring on January 19, 2026 to the Fort Lupton Urban Renewal Authority as the Weld County Representative.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 4th DAY OF JANUARY 2022

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

CITY OF FORT LUPTON CITY COUNCIL



Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Barron, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

AM 2022-003

APPROVE RESOLUTION 2022Rxxx RATIFYING THE REAPPOINTMENT OF MARK GRAJEDA AS THE FORT LUPTON FIRE PROTECTION DISTRICT REPRESENTATIVE TO THE FORT LUPTON URBAN RENEWAL AUTHORITY FOR A FIVE (5) YEAR TERM BEGINNING JANUARY 17, 2022 AND EXPIRING JANUARY 17, 2027

I. **Agenda Date:** Council Meeting – January 4, 2022

II. **Attachments:** a. Resolution 2022R0xx.

III. **Summary Statement:**

Pursuant to the bylaws of the Fort Lupton Urban Renewal Authority (Authority), the Authority may consist of nine (9) members and one (1) alternate who shall be appointed by the Mayor, with the consent of City Council. Mark Grajeda's term will expire on January 17, 2022 and this request is to reappoint him to a five (5) year term.

IV. **Submitted by:** _____
Planner

V. **Finance Reviewed** _____
Finance Director

VI. **Approved for Presentation:** _____
City Administrator

VII. **Attorney Reviewed** _____ Approved _____ Pending Approval

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

IX. Detail of Issue/Request:

Pursuant to the bylaws of the Fort Lupton Urban Renewal Authority (Authority), the Authority may consist of nine (9) members and one (1) alternate who shall be appointed by the Mayor, with the consent of City Council. Mark Grajeda's term will expire on January 17, 2022 and this request is to reappoint him to a five (5) year term.

Mr. Grajeda has regularly attended the meetings of the Fort Lupton Urban Renewal Authority and has expressed an interest in continuing to serve on the board. Additionally, Mr. Grajeda serves as the Authority representative for the Fort Lupton Fire Protection District, as required under the bylaws. His continued membership will be valuable to the Authority and the community.

X. Legal/Political Considerations:

Not applicable.

XI. Alternatives/Options:

- 1) Approve Resolution 2022-???*
- 2) Do not Approve Resolution 2022-???*

XII. Financial Considerations:

Not applicable.

XIII. Staff Recommendation:

Staff recommends approval of Mark Grajeda's reappointment to the Fort Lupton Urban Renewal Authority.

RESOLUTION 2022R0xxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE REAPPOINTMENT OF MARK GRAJEDA THE FORT LUPTON FIRE PROTECTION DISTRICT REPRESENTATIVE TO THE FORT LUPTON URBAN RENEWAL AUTHORITY FOR A FIVE YEAR TERM BEGINNING JANUARY 17, 2022 AND EXPIRING JANUARY 17, 2027

WHEREAS, Mark Grajeda's term on the Fort Lupton Urban Renewal Board has expired; and

WHEREAS, Mark Grajeda has expressed interest in continuing to serve on the Fort Lupton Urban Renewal Authority as the Fort Lupton Fire Protection District representative; and

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

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council appoints Mark Grajeda as the Fort Lupton Fire Protection District representative to the Fort Lupton Urban Renewal Authority for a five-year term expiring on January 17, 2027.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 4th DAY OF JANUARY 2022.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

CITY OF FORT LUPTON CITY COUNCIL



Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Barron, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

AM 2022-004

APPROVING RESOLUTION 2022Rxxx RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE CORRESPONDING ADVISORY/GOVERNING COMMITTEES FOR A TERM BEGINNING JANUARY 4, 2022 AND ENDING DECEMBER 31, 2023

I. **Agenda Date:** Council Meeting – January 4, 2022

II. **Attachments:** a. Resolution 2022Rxx

III. **Summary Statement:**

Terms of all members of all advisory/governing committees shall commence on January 4th following every regular municipal election and continue until December 31st the following year. The Mayor shall appoint members to all advisory committees to be ratified by the City Council and members so appointed shall serve at the pleasure of the Mayor. As a result, letters with re-appointment applications were sent to current committee members advising them that their terms will expire December 31, 2021. It was requested that they submit a new application as to their desire regarding continued membership. In addition, a number of other individuals have also submitted applications for consideration.

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

IV. **Submitted by:** _____
Mari Pena, City Clerk

V. **Reviewed by:** _____
Finance Director

VI. **Approved for Presentation:** _____
City Administrator

VII. **Attorney Review** _____ Approved _____ Pending Approval

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

VIII. Detail of Issue/Request:

As indicated, letters and applications were sent to all existing advisory/governing committee members. In addition, vacancies for committee appointments have been solicited on the City of Fort Lupton's webpage and social media accounts.

Exhibit "A" represents a list of the active general advisory/governing committees with the proposed member list. Current policy establishes that, "Newly elected Mayors shall appoint members to all advisory/governing committees to be ratified by the City Council and members so appointed shall serve at the pleasure of the Mayor."

It is anticipated that another round of appointments may need to occur in the future.

IX. Legal/Political Considerations:

None noted.

X. Alternatives/Options:

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

XI. Financial Considerations:

None noted.

XII. Staff Recommendation:

Approve the proposed resolution

RESOLUTION 2022R0xxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE CORRESPONDING ADVISORY COMMITTEES FOR A TERM BEGINNING JANUARY 4, 2022 AND ENDING DECEMBER 31, 2023

WHEREAS, each candidate has submitted a request in the form of an application for the Mayor to consider appointment or reappointment to committee positions allowing them the opportunity to serve the City of Fort Lupton.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of the attached list of candidates to the corresponding Advisory Committees for a term beginning January 16, 2018 and ending December 31, 2019.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 4th DAY OF JANUARY 2022.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Pena, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT “A”
Advisory/Governing Committee Appointments

PUBLIC SAFETY COMMITTEE		
<i>Name</i>	<i>Term</i>	<i>Position</i>
James A. Doanes	01/04/2022-12/31/2023	
Robert Mealy	01/04/2022-12/31/2023	
John Fryar		City Liaison
GOLF COMMITTEE		
<i>Name</i>	<i>Term</i>	<i>Position</i>
Janice Martin	01/04/2022-12/31/2023	
Dustin Weller	01/04/2022-12/31/2023	
Richard Callaway	01/04/2022-12/31/2023	
Tyler Tarpley		City Liaison
CEMETERY COMMITTEE		
Bruce Taylor	01/04/2022-12/31/2023	
Marilyn Bangert	01/04/2022-12/31/2023	
Roy Vestal Mari Peña		City Liaison
CULTURAL, PARKS AND RECREATION COMMITTEE		
Amy Adkins	01/04/2022-12/31/2023	
Monty Schuman Brian Oswalt		City Liaison
SENIOR CITIZEN ADVISORY COMMITTEE		
<i>Name</i>	<i>Term</i>	<i>Position</i>
Marlene Stieber	01/04/2022-12/31/2023	
Henry Ford	01/04/2022-12/31/2023	
Judy R. Ceretto	01/04/2022-12/31/2023	
Carol Criswell	01/04/2022-12/31/2023	
Monty Schuman		City Liaison

CITY OF FORT LUPTON CITY COUNCIL



Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Barron, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

AM 2022-205

APPROVE A RESOLUTION ADOPTING THE THREE MILE AREA PLAN FOR 2022

I. **Agenda Date:** Council Meeting – January 4, 2022

II. **Attachments:**

- a. Proposed Resolution No. 2022-xxx
- b. Three Mile Area Plan Report & Maps

III. **Summary Statement:**

Colorado Revised Statute § 31-12-105(1)(e), as amended, requires that there be a plan in place for an area extending three miles outside of the existing City boundaries. The Three Mile Area Plan will provide a guide for the City's future annexation projects.

IV. **Submitted by:** _____
Planning Director

V. **Finance Reviewed** _____
Finance Director

VI. **Approved for Presentation:** _____
City Administrator

VII. **Attorney Reviewed** _____ Approved _____ Pending Approval

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

IX. Detail of Issue/Request:

The City of Fort Lupton's Three Mile Area Plan provides direction concerning land use issues and infrastructure needs for lands within three (3) miles of the current boundaries of the City of Fort Lupton. The plan identifies issues that should be taken into consideration prior to any parcel of land being annexed into the City of Fort Lupton, but does not propose the annexation of any lands near the City of Fort Lupton. Annexation of any land into the City of Fort Lupton remains an individual landowner decision. Finally, this Plan addresses requirements for the Three Mile Area Plan as outlined in Colorado Revised Statute § 31-12-105(1)(e), as amended.

The size of the Three Mile Area boundary increased by approximately 3.42 square miles (2,191 acres) over the past year and now encompasses approximately 165.45 square miles in total. The southwest quarter (Quadrant III) remains the smallest in overall land area, but in 2021, it grew the most, adding a little more than 2.7 square miles in area.

X. Legal/Political Considerations:

If adopted, the Three Mile Area Plan for 2022 will be provided to Weld County in conformance with the existing Coordinated Planning Agreement.

XI. Alternatives/Options:

None

XII. Financial Considerations:

Not applicable

XIII. Staff Recommendation:

Staff recommends Council adopt the proposed Three Mile Area Plan for 2022.

RESOLUTION NO. 2022Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE CITY OF FORT LUPTON THREE MILE AREA PLAN

WHEREAS, the City Council finds that the Three Mile Area Plan provides as a guide giving direction to land use issues and infrastructure needs for lands within three (3) miles of the current boundaries of the City, and

WHEREAS, Colorado Revised Statute § 31-12-105(1)(e), as amended, addresses requirements for Three Mile Area Plans, and

WHEREAS, the Three Mile Area Plan conforms to the Colorado Revised Statutes and City codes and policies therein, and

WHEREAS, all submittal requirements for the public meeting have been met, and

WHEREAS, the City Council reviewed the Three Mile Area Plan and supporting documentation, referral comments, as well as citizen input in response to this Plan.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approve the Three Mile Area Plan for the year 2022.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 4th DAY OF JANUARY 2022.

City of Fort Lupton

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

City of Fort Lupton, Colorado

Three Mile Area Plan

Adopted January 2022



National Night Out – August 3, 2021 – Koshio Park and Fort Lupton City Hall



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This Plan has been created by the Planning staff at the City of Fort Lupton,
130 South McKinley Avenue,
Fort Lupton, Colorado 80621

INTRODUCTION

The City of Fort Lupton Three Mile Area Plan provides direction concerning land use issues and infrastructure needs for lands within three (3) miles of the current boundaries of the City of Fort Lupton. The Plan identifies issues that should be addressed prior to any parcel of land being annexed into the City of Fort Lupton, but does not propose the annexation of any lands near the City of Fort Lupton. Annexation of any land into the City of Fort Lupton remains a decision of the individual landowner. Finally, this Plan addresses requirements for the Three Mile Area Plan, as outlined in the Colorado Revised Statute 31-12-105 (1) (e), as amended.

The City of Fort Lupton needs to ensure that annexation opportunities are evaluated through careful consideration of both the current and future interests and needs of the community. The City of Fort Lupton has identified a desire to annex lands in an orderly manner that balances both the short- and long-term fiscal needs of the community. Annexation proposals should also balance business, residential and industrial land uses, to the greatest extent possible; with park and open space uses reserved to help maintain a balance of land uses within the community. Successful annexation applications to the City of Fort Lupton should focus on how any particular annexation will meet the goals of the Fort Lupton community as identified in the Comprehensive Plan. Annexation is a discretionary act available to the City of Fort Lupton; the submittal of an annexation petition is no guarantee that the subject property will be annexed into the community.

The City of Fort Lupton wishes to continue to work with Weld County to ensure that there is a smooth transition of land uses from urban to rural in the area near Fort Lupton. This plan was developed using a visual survey of the area, mapping information from the City of Fort Lupton and Weld County Planning Departments, and review by the City of Fort Lupton Planning Commission and City Council.

METHODOLOGY

Criteria to be considered when determining which lands near the City of Fort Lupton might be desirable for annexation include:

- Areas which will broaden the range of housing types in the City of Fort Lupton and expand the permanent resident population.
- Areas that have enough buildable land so that all desired City land uses can be accommodated.
- Areas close to the City that are, or can easily be, urban in nature and can be served by City services and utilities with little or no negative physical or economic impact on the community.
- Areas that help strengthen the economy of Fort Lupton.
- Areas that promote infill development.
- Areas that share a community of interest with the City of Fort Lupton.

No land in unincorporated Weld County is specifically designated for annexation in this plan. The analysis that follows will only identify areas that may be considered desirable for future urban uses, can easily be served by current services and facilities, are existing residential subdivisions, are needed to provide open space for the community, or will be logical for the expansion of the City of Fort Lupton urban area.

Thanks are due to the Planning Commission, City Council, and the planning staff of the City of Fort Lupton for their thorough review of this document. Comments from the entire process have been incorporated into the adopted Plan.

STUDY AREA

To address the lands within a three (3) mile area of the City of Fort Lupton, the Plan divides the area into four (4) quadrants, identified as Quadrant I, Quadrant II, Quadrant III, and Quadrant IV. Specific areas referred to in the Three Mile Area Plan will be done by the Township Range style, a common method for identifying land areas across the United States.

The location of each of the quadrants within the three (3) mile area is identified on the Three Mile Area Boundary Map. The general character of each of the four (4) quadrants is described and classified according to the following six (6) categories:

- Description
- Land Use
- Community Services
- Transportation
- Utility Provisions
- Open Space, Parks, and Recreation

The four (4) quadrants are included within the City of Fort Lupton Three Mile Area Plan and are generally eligible for annexation to the City of Fort Lupton, under the provisions of the Colorado Revised Statutes. Inclusion in this plan does not assume properties will be annexed into the City or guarantee annexation, should it be requested by property owners.

For analysis purposes, the lands within three (3) miles of the corporate limits of the City of Fort Lupton have been divided into four (4) quadrants. The organization of the sections or quadrants was based on the professional judgment of the City of Fort Lupton planning staff. The quadrant boundaries were determined by using the major arterial highways of Colorado State Highway (SH) 52 and United States Highway (US) 85, as a guide.

STATUTORY REQUIREMENT

According to Colorado Revised Statute 31-12-105 (1) (e), as amended, the Three Mile Area Plan shall generally describe the location, character, and extent of areas within three (3) miles of the City boundary and shall address streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, other public ways, grounds, public utilities, proposed land use, terminals for water, light, sanitation, transportation, and power to be provided by the municipality; some of these items will not be considered or addressed by this Plan, as they are not relevant to the City (e.g. subway). Those relevant items will be discussed within each annexation category or quadrant. In addition, the potential impact on community services such as police, fire, schools and administrative services is contemplated in each category analysis.

ANNEXATION ELIGIBILITY AND PROCESSING REQUIREMENT

An annexation petition must meet all of the requirements of the Colorado Municipal Annexation Act and its amendments, as well as applicable and specific City of Fort Lupton Municipal Code criteria. In addition, a conceptual planning map(s) shall be provided that illustrates all existing and proposed streets, easements, and other right-of-way connections in the subject property to the existing City streets and right-of-way; location of the current and proposed City boundary; and proposed land use and zoning concepts, if developed.

CITY PERSPECTIVE ON ANNEXATION

The current position of the City of Fort Lupton is to annex those lands that offer material benefit to the City's infrastructure and economic development, while not compromising its small-town atmosphere. While infill development would afford some potential for development within the current City boundaries, other opportunities are available on nearby lands. These lands lend themselves to a mixture of commercial, industrial, and residential development, the conservation of open space, and the creation of recreational opportunities. Annexation requests that demonstrate favorable benefits to the residents and taxpayers of the City and contribute to the City's goals for quality growth and enhanced community character will be favorably considered for inclusion into the City. In addition, the City desires to control the development of adjacent private lands in order to preserve and promote the best interests of the City and its citizens.

The City intends to ensure that adequate community resources, public facilities, and services are in place or provided for at the time of new development in the City of Fort Lupton. Facilities and services include but are not limited to potable water supply, wastewater treatment, storm water drainage, fire protection, police protection, parks, libraries, and schools. The City of Fort Lupton will assess the proportionate share of costs of expanding facilities to new development. However, in general, new development in the City of Fort Lupton should pay its own way, and cover the capital costs of infrastructure and maintenance.

3 MILE AREA COOPERATION

The City of Fort Lupton works cooperatively with Weld County and neighboring municipalities on the review of development proposals in the area near the City of Fort Lupton. Weld County provides the City with the opportunity to review and comment on any development proposal within three (3) miles of the City limits; Fort Lupton has responded when projects warranted a response. The City, County, and neighboring municipalities should strive to take a consistent approach to land use development.

QUADRANT I

Description:

Township 2 North, Range 65 West, Sections 19 and 29-32, and *parts* of Sections 18 and 20. Township 2 North, Range 66 West, Sections 3-5, 8-10, 14-17, 20-29, and 32-36, and *parts* of Sections 6, 7, 13, 18, and 31. Township 3 North, Range 66 West, Sections 29, 32 and 33 and *parts* of Sections 28, 30, 31 and 34. In addition, *parts* of Sections 5 and 6 in Township 1 North, Range 65 West and *parts* of Sections 1-6 in Township 1 North, Range 66 West. This area totals forty-one (41) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture. The topography is generally flat; the hydrology of the quadrant includes the Platteville and Fulton Ditches.

Land Use:

Rural residential, homesteads, dry agriculture, irrigated agriculture, oil and gas facilities, Platte Valley Air Park, water storage, a transmission power station, a solar panel farm, the City of Fort Lupton Water Treatment Plant, commercial, and industrial uses currently make up the land uses found in the area identified as Quadrant I.

As identified in the City of Fort Lupton Comprehensive Plan, land use types identified for this area include Agricultural & Rural Residential, Single-Family Detached, Single-Family Attached, Multifamily, Commercial General, Commercial Transition, Downtown Mixed-Use, Industrial, Light Industrial & Office, Parks & Open Space, and Public / Semi-Public. Scattered homesteads, mobile homes, commercial, and industrial uses define the area. The average parcel size, outside the City limits and within the three-mile boundary, is twenty-one (21) acres.

Some areas within the quadrant, located adjacent to US 85, south of County Road (CR) 16 and north of SH 52 are considered an enclave. Annexation of these areas into the City would promote infill development.

Transportation:

The quadrant is bound to the south by SH 52 and to the west by US 85, providing arterial access to the area. CR 14, 16, 18, 20, 22, 26, 28, 29.5, 30, 31, 35, 37, 39 and 41 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

Utility Provisions:

City water utilities extend east on 14th Street to CR 33, north to CR 16 and east to the City of Fort Lupton Water Treatment Plant, located east of CR 35. In addition, Central Weld Water District, and individual well and septic systems serve the area.

Community Services:

Currently the Weld County Sheriff's Department, Fort Lupton Fire Protection District, and Weld County RE-8 School District provide services to the unincorporated area. In the event of annexation, fire protection and the school district would remain the same. Police protection, however, would be provided by the City of Fort Lupton Police Department.

Open Space, Parks & Recreation:

Much of the land in this area is dry agricultural and irrigated agricultural land. The City of Fort Lupton Comprehensive Plan designates some land in this quadrant for trail access, and 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.

Summary:

As indicated under the *Methodology* section of this document, land located in Quadrant I generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area. The current and proposed community and utility services retain the capacity of meeting current obligations, while supporting future needs.

QUADRANT II

Description:

Township 2 North, Range 66 West, Sections 19 and 30, and *parts* of Sections 6, 7, 18, and 31. Township 2 North, Range 67 West, Sections 1-5, 8-17, 20-29 and 31-36, and *parts* of Sections 6, 7, 18, 19, and 30. Township 3 North, Range 67 West, Sections 26, 27, 32-36, and *parts* of Sections 22, 23, 25, and 28-31. In addition, *parts* of Section 6 in Township 1 North, Range 66 West, *parts* of Sections 1-5 in Township 1 North, Range 67 West, and *parts* of Sections 30 and 31 in Township 3 North, Range 66 West. This area totals fifty-three (53) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture. The topography is generally flat; the hydrology of the quadrant includes the South Platte River, located west of US 85. The area along the South Platte River is identified as a Riparian Resource. Wildlife habitat of the area around the South Platte River includes: Geese, Great Blue Heron, Bald Eagle, Pelican, White Tail Deer, and Turkey habitat.

Land Use:

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.

As identified in the City of Fort Lupton Comprehensive Plan, land use types identified for this area include Agricultural & Rural Residential, Commercial Transition, Light Industrial & Office, Mineral Zone, Parks & Open Space, and Public / Semi-Public. Scattered homesteads, mobile homes, commercial and industrial uses define the area; the average parcel size, outside the City limits and within the three-mile boundary, is five (5) acres.

Some areas within the City limits, located adjacent to US 85, south of CR 18 and north of SH 52 are considered an enclave. Annexation of these areas into the City would promote infill development.

Transportation:

The quadrant is bound to the south by SH 52 and to the east by US 85, providing arterial access to the area. CR 13, 14, 14.5, 15, 16, 17, 18, 19, 20, 21, 21.5, 22, 22.5, 23, 24, 24.5, 25, 25.5, 26, and 28, and SH 66 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

Utility Provisions:

Central Weld Water District, and individual well and septic systems serve the area residents.

Community Services:

Currently the Weld County Sheriff's Department, Fort Lupton Fire Protection District, and Weld County RE-8 School District provide services to the unincorporated area. In the event of annexation, fire protection and the school district would remain the same. Police protection, however, would be provided by the City of Fort Lupton Police Department.

Open Space, Parks & Recreation:

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.

Summary:

Land located in Quadrant II generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, lands in this area have the potential for annexation to the City. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area.

QUADRANT III

Description:

Parts of Sections 6, 7, 18, 19, 30, and 31 in Township 1 North, Range 66 West. Township 1 North, Range 67 West, Sections 7-28, and 36, and *parts* of Sections 1-6, 29, 30, and 32-35. *Parts* of Sections 1, 12, 13, and 24 in Township 1 North, Range 68 West. This area totals thirty-five (35) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture. The topography is generally flat; the hydrology of the quadrant includes the South Platte River, located west of US 85. The area along the South Platte River is identified as a Riparian Resource. Wildlife habitat of the area around the South Platte River includes: Geese, Great Blue Heron, Bald Eagle, Pelican, White Tail Deer, and Turkey habitat.

Land Use:

Rural residential, homesteads, dry agriculture, irrigated agriculture, oil and gas facilities, gravel mining, water storage, commercial, and industrial use currently make up the land uses found in the area identified as Quadrant III.

As identified in the City of Fort Lupton Comprehensive Plan, land use types identified for this area include Agricultural & Rural Residential, Commercial Transition, Light Industrial & Office, and Mineral Zone. Scattered homesteads, mobile homes, commercial and industrial uses define the area; the average parcel size, outside the City limits and within the three-mile boundary, is ten (10) acres.

Some areas within the City limits, located adjacent to US 85, south of SH 52, are considered an enclave. Annexation of these areas into the City would promote infill development.

Transportation:

The quadrant is bound to the north by SH 52 and to the east by US 85, providing arterial access to the area. CR 2, 4, 6, 8, 10, 12, 13, 15, 17, 19, 21, and 23 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

Utility Provisions:

Central Weld Water District, and individual well and septic systems serve the area residents.

Community Services:

Currently the Weld County Sheriff's Department, Fort Lupton Fire Protection District, and Weld County RE-8 School District provide services to the unincorporated area. In the event of annexation, fire protection and the school district would remain the same. Police protection, however, would be provided by the City of Fort Lupton Police Department.

Open Space, Parks & Recreation:

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.

Summary:

Land located in Quadrant III generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, this area has the potential for annexation to the City. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area.

QUADRANT IV

Description:

Township 1 North, Range 65 West, Sections 7, 8 and 18, and *parts* of Sections 5, 6, 17 and 19. Township 1 North, Range 66 West, Sections 8-17, 20-24, 27-29, 32-34, and parts of 1-7, 18, 19, 25, 26, 30, 31, and 35. The area totals thirty-six (36) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture. The topography is generally flat; the hydrology of the quadrant includes the Fulton Ditch, located east of US 85.

Land Use:

Rural residential, homesteads, dry agriculture, irrigated agriculture, oil and gas facilities, commercial, and industrial uses currently make up the land uses found in the area identified as Quadrant IV.

As identified in the City of Fort Lupton Comprehensive Plan, land use types identified for this area include Agricultural & Rural Residential, Single-Family Detached, Single-Family Attached, Multifamily, Commercial General, Commercial Transition, Industrial, Light Industrial & Office, Parks & Open Space, and Public / Semi-Public. Scattered homesteads, mobile homes, commercial and industrial uses define the area; the average parcel size, outside the City limits and within the three mile boundary, is seven (7) acres.

Some areas within the City limits, located adjacent to US 85, south of SH 52, are considered an enclave. Annexation of these areas into the City would promote infill development.

Transportation:

The quadrant is bound to the north by SH 52 and to the west by US 85, providing arterial access to the area. CR 2, 4, 6, 8, 10, 12, 29, 31, 33, 35, 37, 39 and 41 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

Utility Provisions:

With the exception of water and sewer service extended south to CR 8 along South Denver Avenue and water service extended east on CR 10.5 to CR 29, Central Weld Water District, and individual well and septic systems serve the area residents.

Community Services:

Currently the Weld County Sheriff's Department, Fort Lupton Fire Protection District, and Weld County RE-8 School District provide services to the unincorporated area. In the event of annexation, fire protection and the school district would remain the same. Police protection, however, would be provided by the City of Fort Lupton Police Department.

Open Space, Parks & Recreation:

Much of the land in this area is dry agricultural and irrigated agricultural land. 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.

Summary:

Land located in Quadrant IV generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, this area has the potential for annexation to the City. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area. The current and proposed community and utility services retain the capacity of meeting current obligations, while supporting future needs.

3- MILE ACRE TABULATION

QUADRANT	SQUARE MILES	TOTAL ACRES
I	40.8	26,135
II	53.4	34,193
III	35.2	22,549
IV	36.0	23,012

NOTE: In the case of identical ownership of properties that are within and extend beyond the three (3) mile area, the extended areas may be annexed so long as fifty (50) percent of the area lies within the three (3) mile boundary; in addition, the three (3) miles may be exceeded if necessary to annex an enterprise zone.

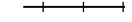
CONCLUSION

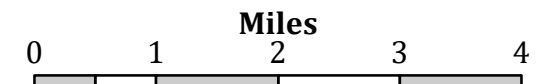
Land located in Quadrants I-IV generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, lands in these areas have the potential for annexation to the City. While annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area, the City of Fort Lupton will consider annexation where economically and environmentally logical. The current and proposed community and utility services retain the capacity of meeting current obligations, while supporting future needs.

The City of Fort Lupton considers the Three Mile Area Plan as an important guiding document for potential growth. It is expected that any annexation consideration, county development, or known or unknown competing interests will follow the principles of this and other community planning documents in the areas identified.

City of Fort Lupton Three Mile Area Plan 2022

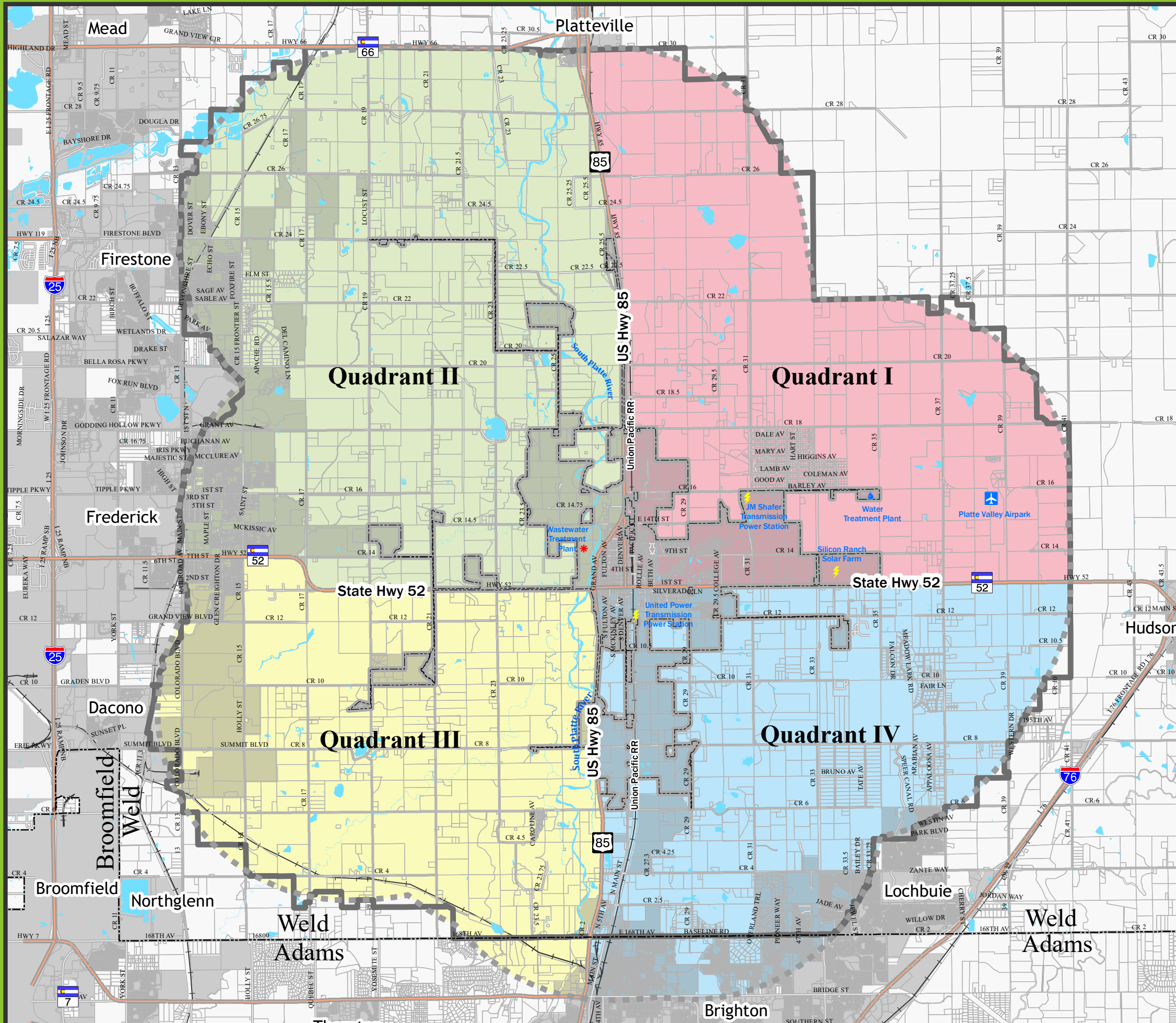
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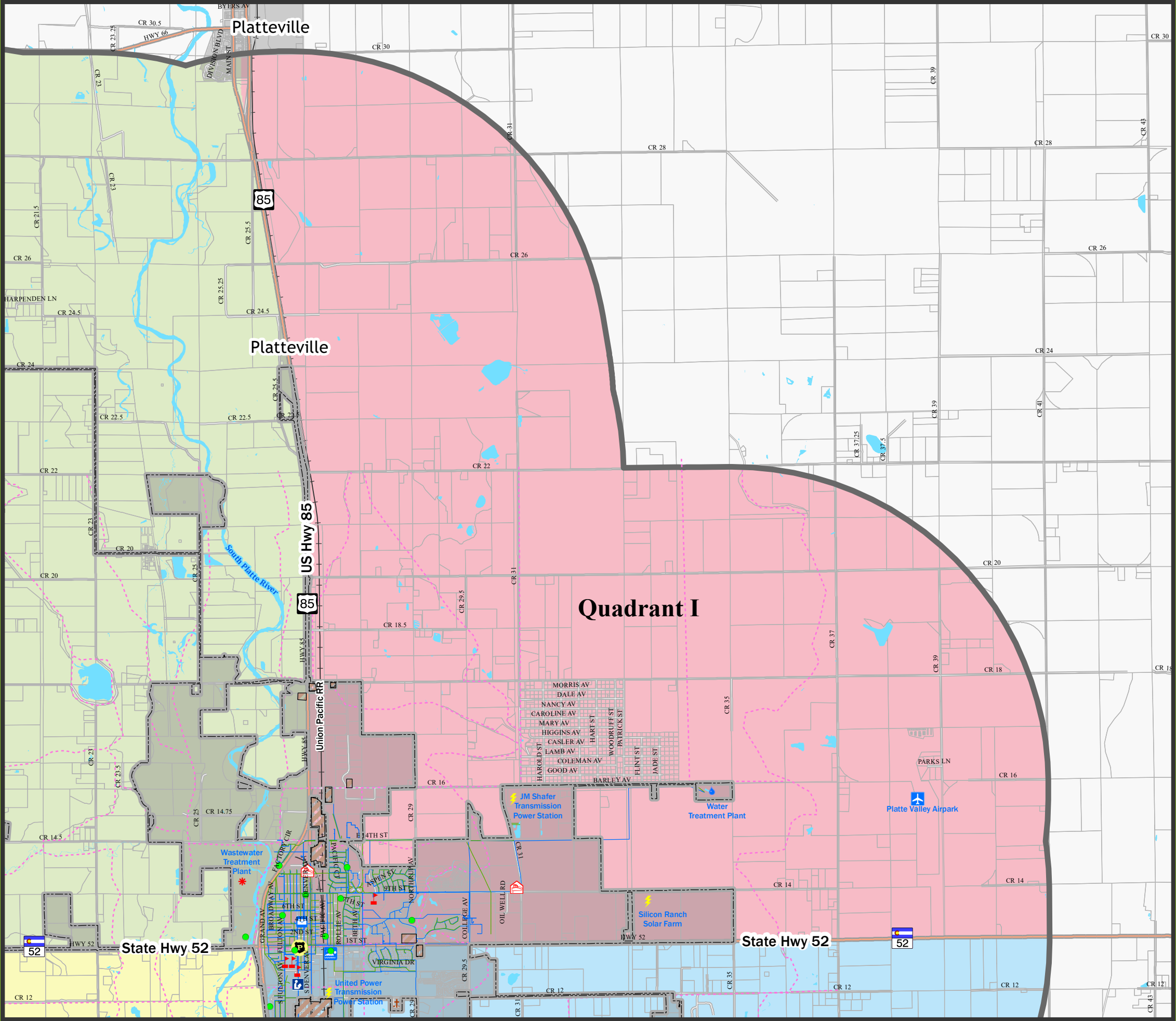
-  Three Mile Area Plan Boundary with Quadrants
-  Boundary of Weld County parcels with at least 50% area within the 3 Mile Buffer
-  Weld County Parcels/ Adams County Parcels
-  Fort Lupton City Limits
-  Roads
-  Highways
-  Railroads
-  Water
-  Airport
-  Electricity Generation Facility
-  Wastewater Treatment Plant
-  Water Treatment Plant



Data Sources: City of Fort Lupton GIS, Weld County GIS, Adams County GIS, Colorado Department of Transportation

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Quadrant I

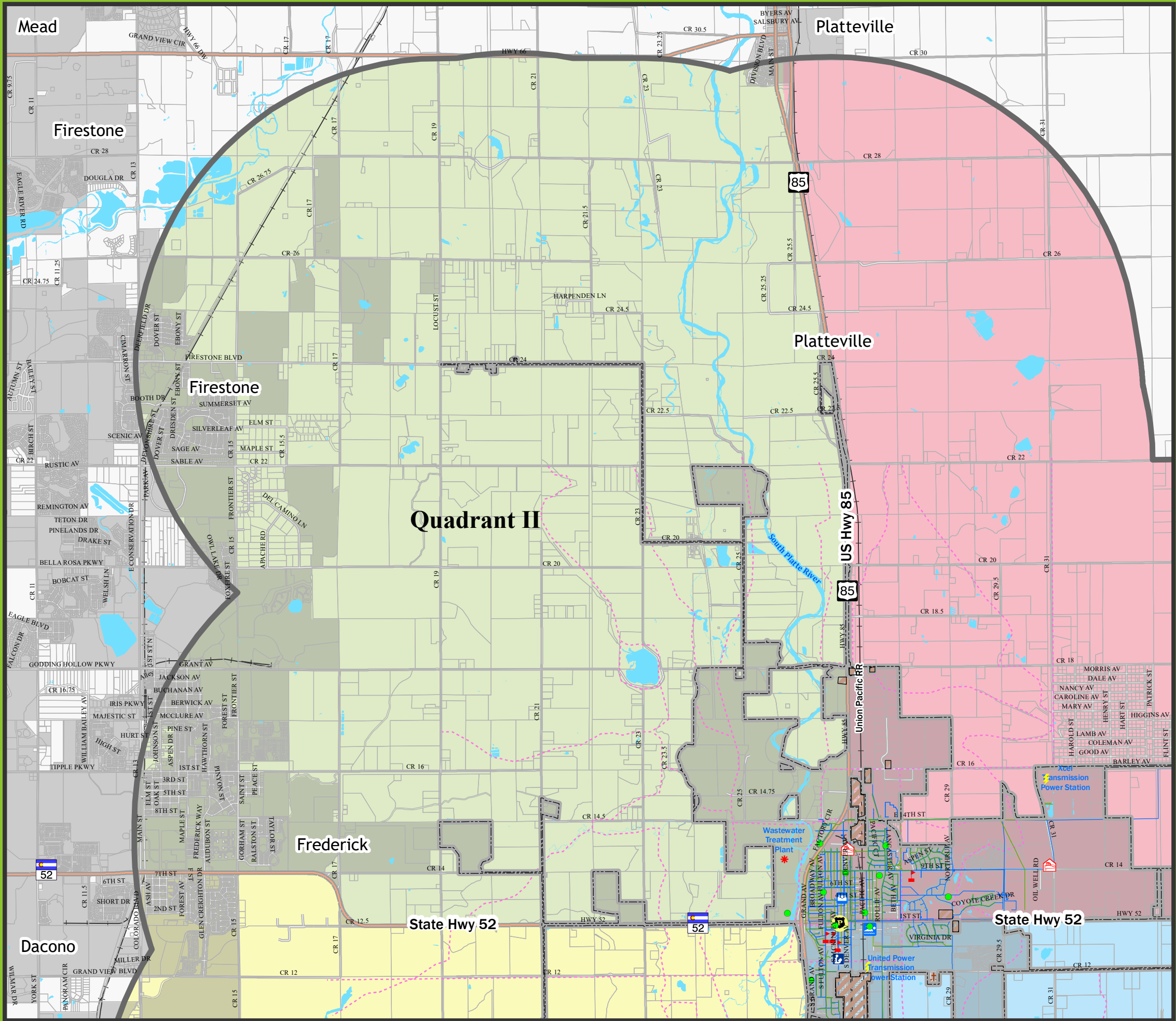
Legend

- Three Mile Parcel Boundary with Quadrants
- Weld County Parcels/ Adams County Parcels
- Fort Lupton City Limits
- Roads
- Highways
- Railroads
- Water
- Sanitary Sewer Lines
- Waterlines
- Planned Trails
- Infill
- Airport
- Electricity Generation Facility
- Wastewater Treatment Plant
- Water Treatment Plant
- Cemetery
- Parks
- Police Station
- School
- Fire Station
- Post Office
- Library
- Rec Center



Data Sources: City of Fort Lupton GIS, Weld County GIS, Adams County GIS, Colorado Department of Transportation

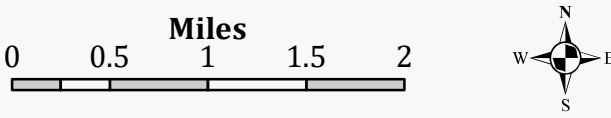
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Quadrant II

Legend

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- Fire Station
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- Post Office
- Rec Center



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Quadrant III

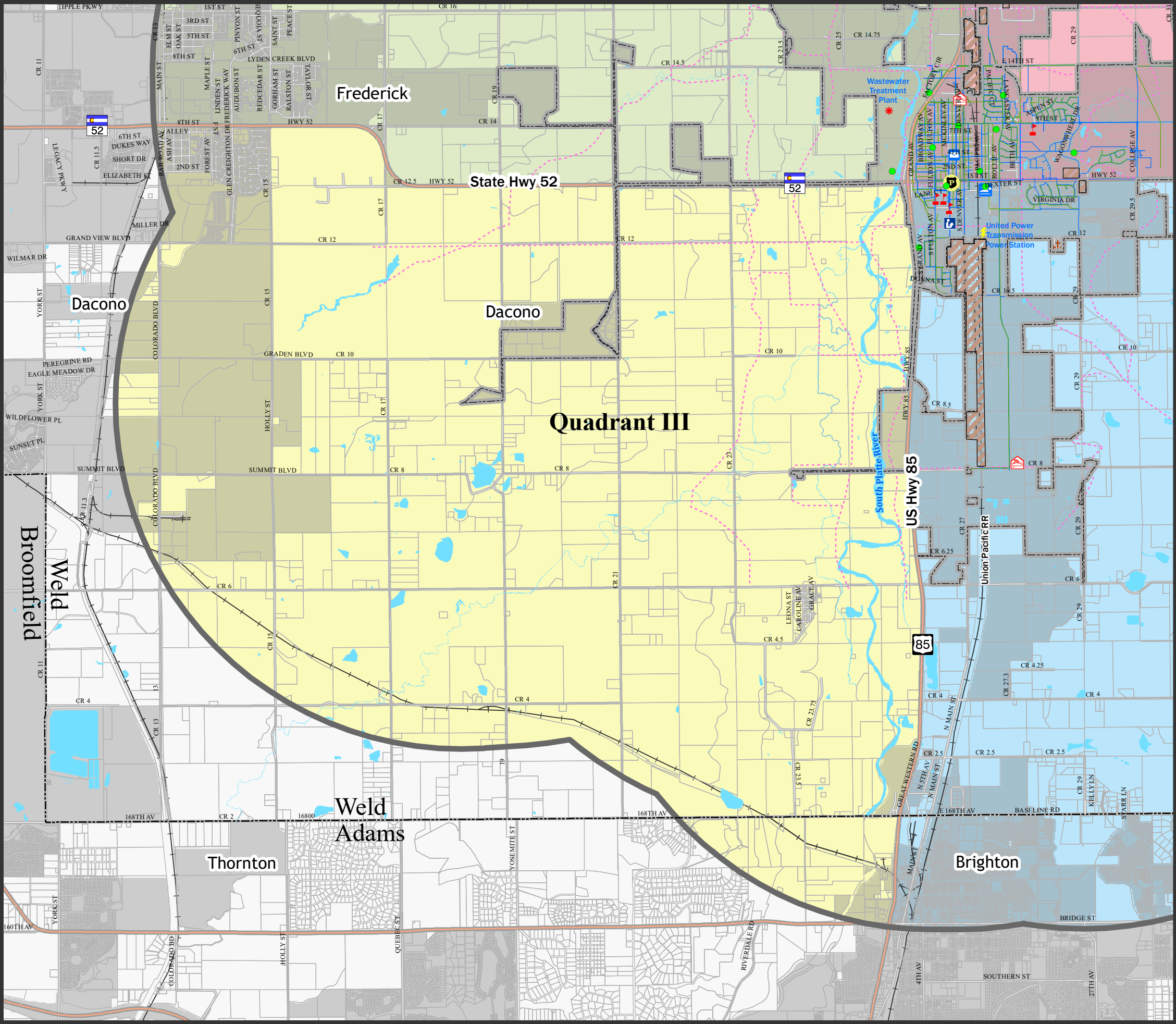
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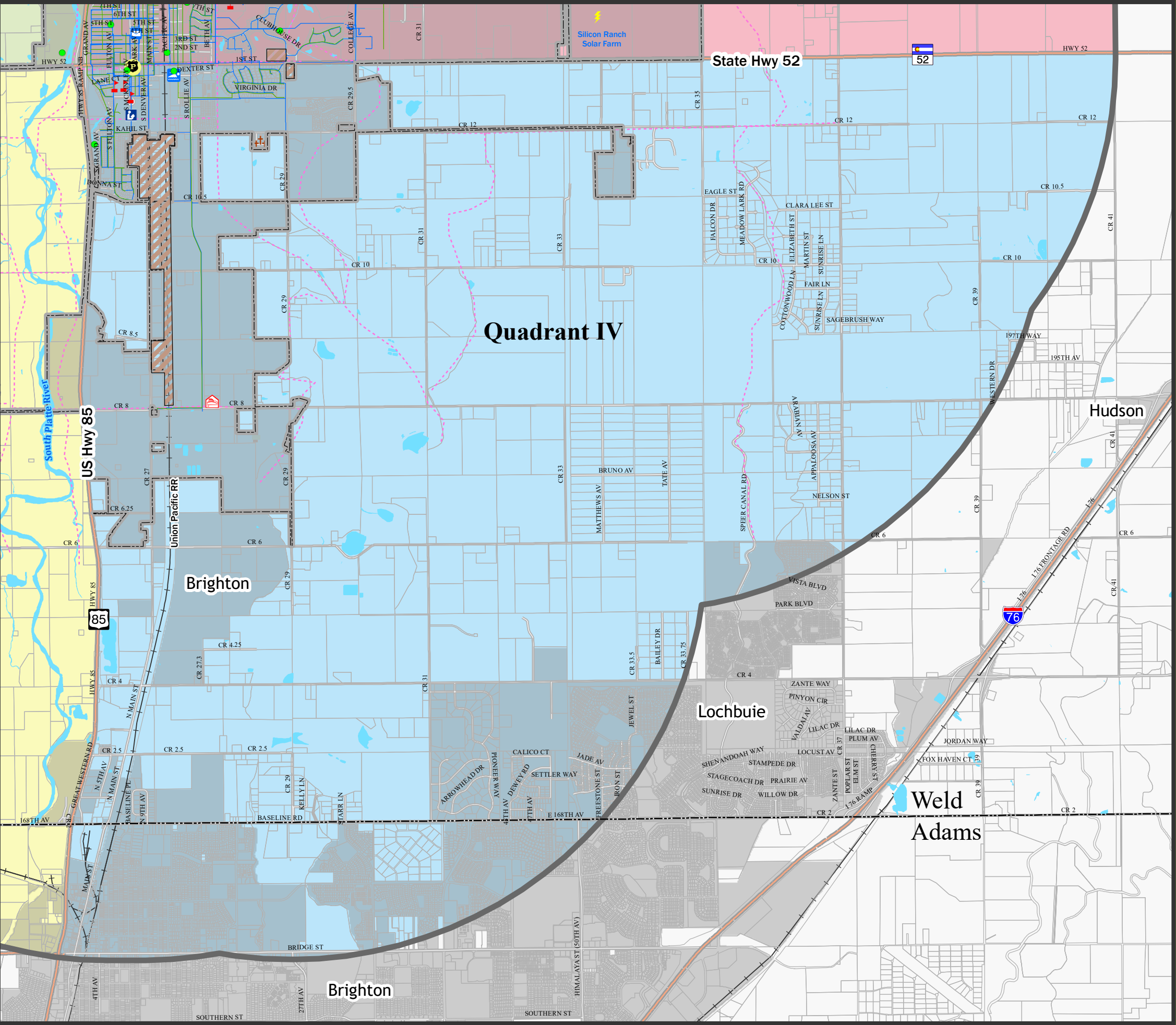
- Three Mile Parcel Boundary with Quadrants
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- Rec Center



Data Sources: City of Fort Lupton GIS, Weld County GIS, Adams County GIS, Colorado Department of Transportation

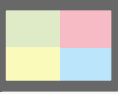
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Quadrant IV

Legend



Three Mile Parcel Boundary with Quadrants



Weld County Parcels/
Adams County Parcels



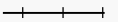
Fort Lupton City Limits



Roads



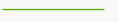
Highways



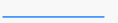
Railroads



Water



Sanitary Sewer Lines



Waterlines



Planned Trails



Infill



Airport



Electricity
Generation
Facility



Cemetery



Police Station



Fire Station



Library



Wastewater
Treatment Plant



Water
Treatment Plant



Parks



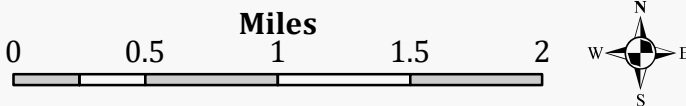
School



Post Office



Rec Center

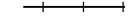


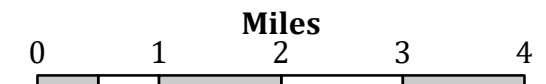
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City of Fort Lupton Three Mile Area Plan 2022

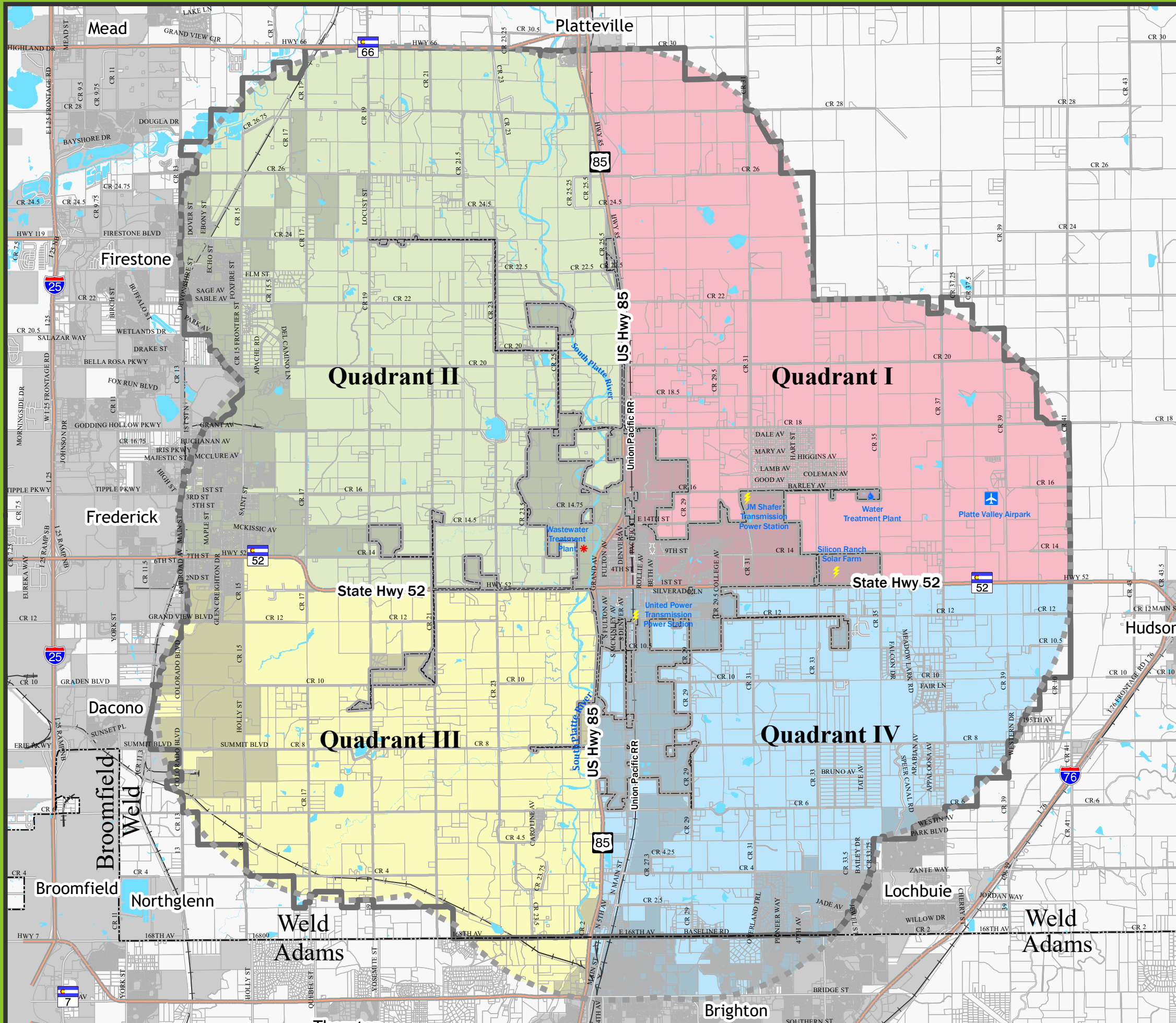
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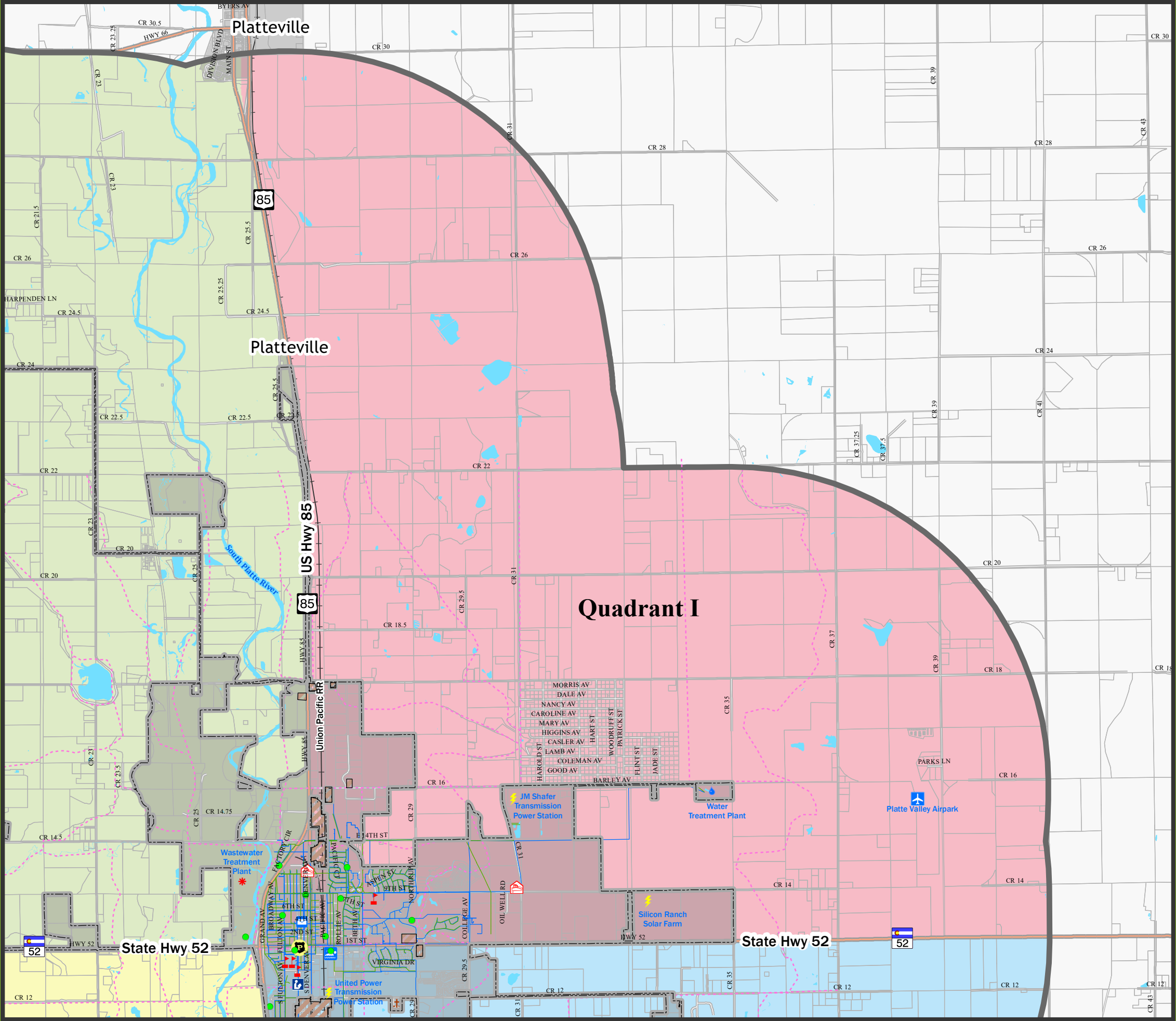
-  Three Mile Area Plan Boundary with Quadrants
-  Boundary of Weld County parcels with at least 50% area within the 3 Mile Buffer
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-  Roads
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-  Electricity Generation Facility
-  Wastewater Treatment Plant
-  Water Treatment Plant



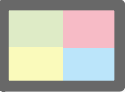
Data Sources: City of Fort Lupton GIS, Weld County GIS, Adams County GIS, Colorado Department of Transportation

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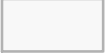




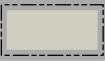
Quadrant I

- Legend**
- 

Three Mile Parcel Boundary with Quadrants



Weld County Parcels/ Adams County Parcels



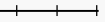
Fort Lupton City Limits



Roads



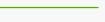
Highways



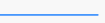
Railroads



Water



Sanitary Sewer Lines



Waterlines



Planned Trails



Infill
- 

Airport



Electricity Generation Facility



Cemetery



Police Station



Fire Station



Library



Wastewater Treatment Plant



Water Treatment Plant



Parks



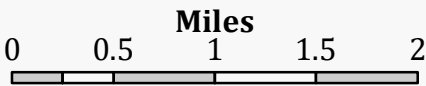
School



Post Office

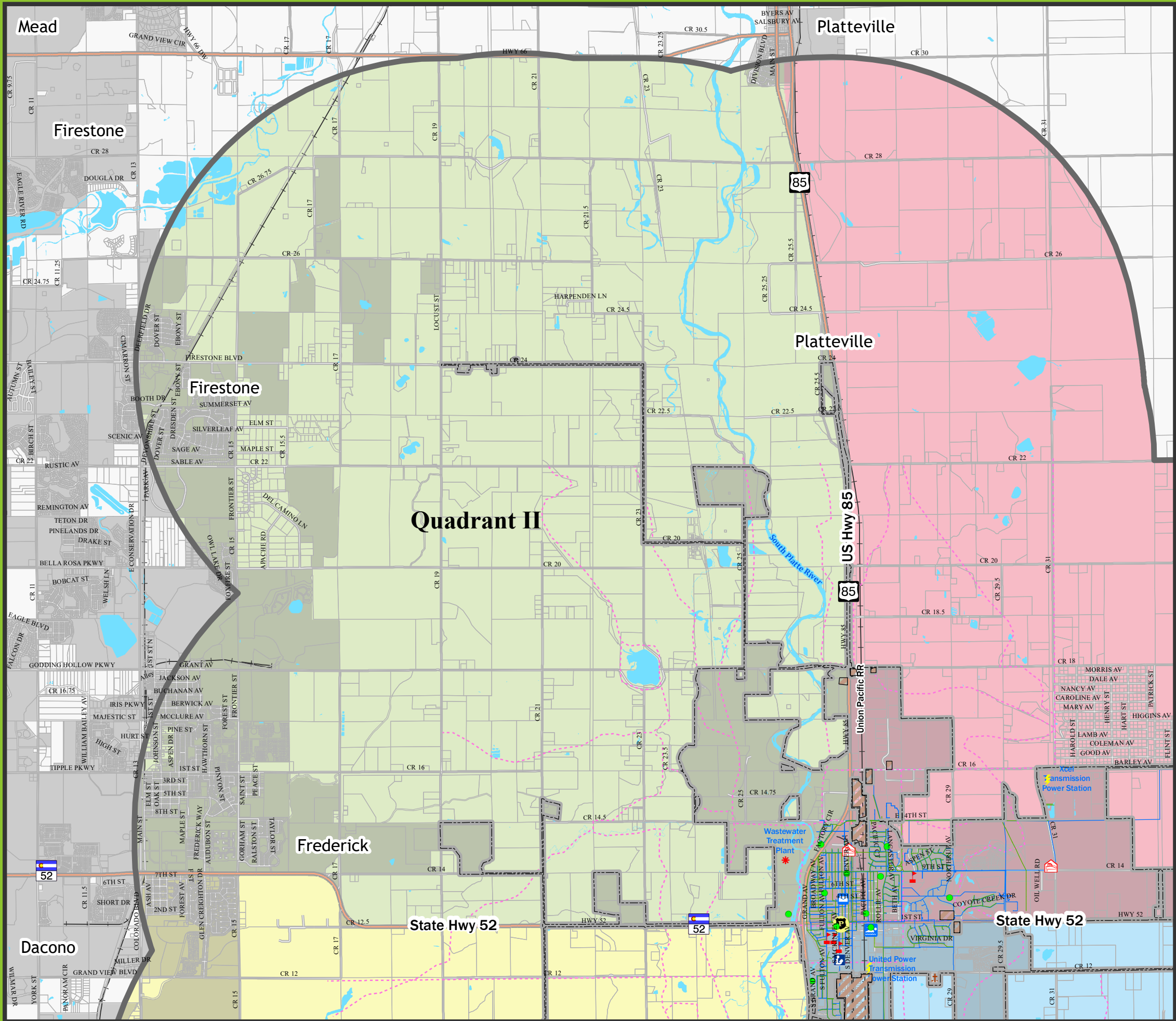


Rec Center



Data Sources: City of Fort Lupton GIS, Weld County GIS, Adams County GIS, Colorado Department of Transportation

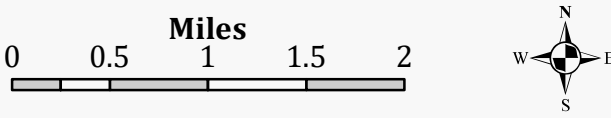
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Quadrant II

Legend

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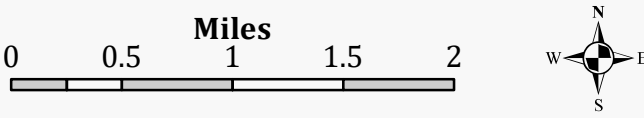
Data Sources: City of Fort Lupton GIS, Weld County GIS, Adams County GIS, Colorado Department of Transportation

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Quadrant III

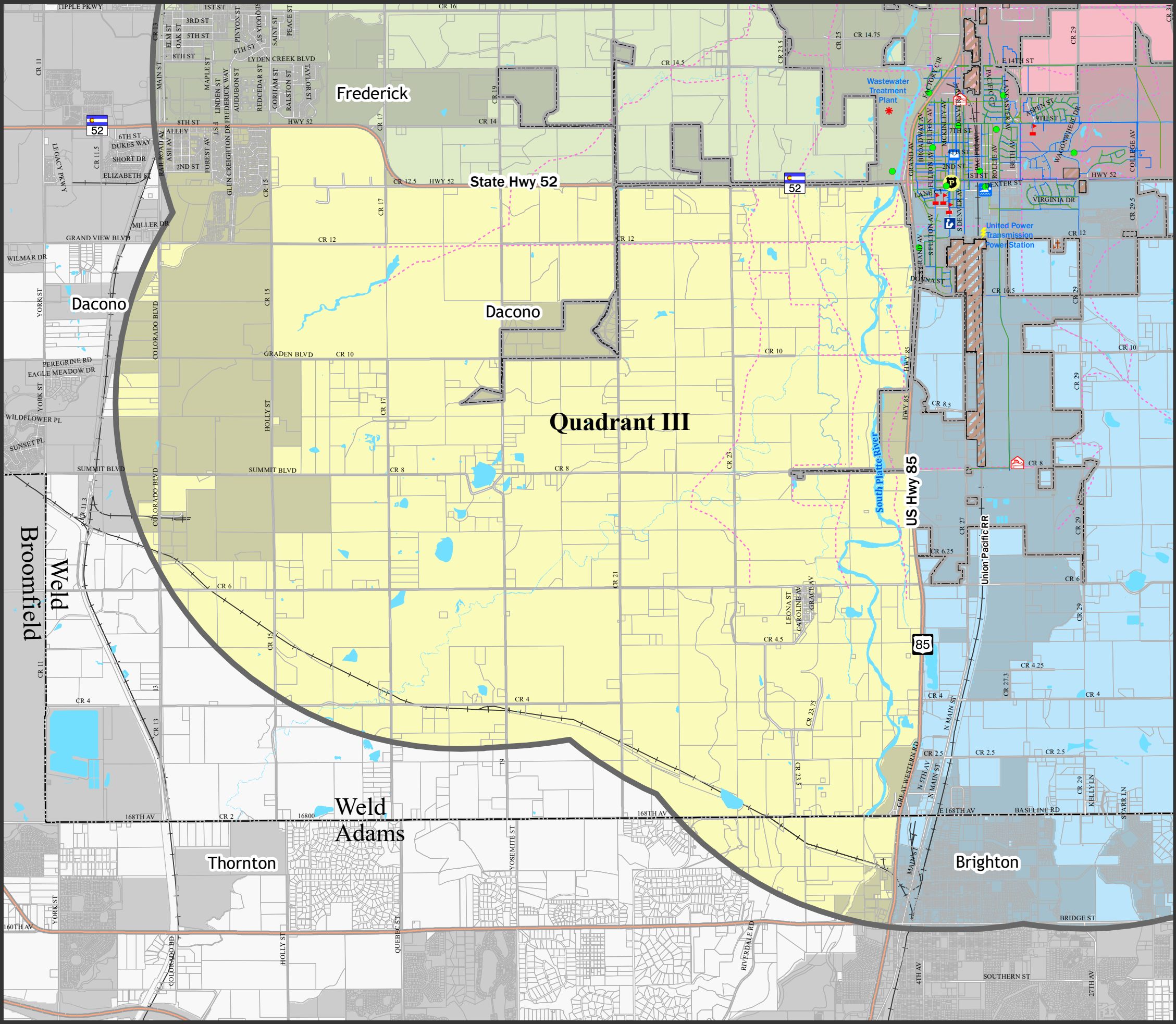
Legend

- Three Mile Parcel Boundary with Quadrants
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Legend

-

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CITY OF FORT LUPTON CITY COUNCIL



Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Barron, Ward 3

Zo Stieber, Mayor

David Crespino, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

AM 2022-009

**AN ORDINANCE AMENDING CHAPTER 18, ARTICLE I, SECTION 18-7 BUILDING PERMIT FEES,
OF THE FORT LUPTON MUNICIPAL CODE, SETTING FEES BY RESOLUTION**

I. **Agenda Date:** Council Meeting – January 4, 2022

II. **Attachments:** a. Ordinance 2021-xxxx

III. **Summary Statement:**

On November 2, 2021, the City Council passed the adoption of the 2018 International Building Code. The Building Department has reviewed and determined that some changes are necessary to the fee schedule located in Chapter 18 of the Fort Lupton Municipal Code and would like to routinely update these sections to maintain consistency with the International Code Council, which updates annually in August. The Ordinance would set the fees by Resolution.

IV. **Submitted by:** _____
Planning Director

V. **Finance Reviewed** _____
Finance Director

VI. **Approved for Presentation:** _____
City Administrator

VII. **Attorney Reviewed** _____ Approved _____ Pending Approval

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

IX. Detail of Issue/Request:

On November 2, 2021, the city council passed the adoption of the 2018 International Building Code. The Building Department has reviewed and determined that some changes are necessary to the fee schedule located in Chapter 18 of the Fort Lupton Municipal Code and would like to routinely update these sections to maintain consistency with the International Code Council, which updates annually in August.

X. Legal/Political Considerations:

No Applicable

XI. Alternatives/Options:

- *Option 1: Approve Ordinance.*
- *Option 2: Don't approve ordinance*

XII. Financial Considerations:

No Applicable

XIII. Staff Recommendation:

Staff recommends approval.

ORDINANCE NO.

2021-XXXX

INTRODUCED BY:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, TO AMEND CHAPTER 18, ARTICLE I, SECTION 18-7 BUILDING PERMIT FEES IN THE CITY OF FORT LUPTON MUNICIPAL CODES

WHEREAS, the City desires to allow changes in Chapter 18 of the Fort Lupton municipal code to be amended by a resolution.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, WELD COUNTY, COLORADO:

Section 1. The Fort Lupton Municipal Code is hereby amended by the following:

Sec. 18-7. Building permit fees.

(a) All references to fees in any and all of the building codes adopted by this chapter shall be set by Resolution.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 4th Day of January 2022.

PUBLISHED in the Fort Lupton Press the 12th day of January 2022.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this __ day of __ 2021.

PUBLISHED BY TITLE ONLY the __ day of __ 2021.

EFFECTIVE (after publication) the _ day of _ 2021.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

CITY OF FORT LUPTON CITY COUNCIL



Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Barron, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

AM 2022-010

AN ORDINANCE AMENDING CHAPTER 18, ARTICLE XI, INTERNATIONAL RESIDENTIAL CODE, SECTION 18-221 ADOPTION, OF THE CITY OF FORT LUPTON MUNICIPAL CODES, ADDING APPENDIX CHAPTER F REGARDING RADON TO BE CONSISTENT WITH THE INTERNATIONAL BUILDING CODE

I. **Agenda Date:** Council Meeting – January 4, 2022

II. **Attachments:** a. Ordinance 2021-xxxx

III. **Summary Statement:**

On November 2, 2021, the city council passed the adoption of the 2018 International Building Code. The Building Department has reviewed and determined that some additions are necessary to Chapter 18, Article XI, Section 18-221 Adoption in regards to appendix F, Radon in the City of Fort Lupton municipal codes to be consistent with the International Building Code.

IV. **Submitted by:** _____
Planning Director

V. **Finance Reviewed** _____
Finance Director

VI. **Approved for Presentation:** _____
City Administrator

VII. **Attorney Reviewed** _____ Approved _____ Pending Approval

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

IX. Detail of Issue/Request:

On November 2, 2021, the city council passed the adoption of the 2018 International Building Code. The Building Department has reviewed and determined that some additions are necessary to Chapter 18, Article XI, Section 18-221 Adoption in regards to appendix F, Radon in the City of Fort Lupton municipal codes to be consistent with the International Building Code.

X. Legal/Political Considerations:

No Applicable

XI. Alternatives/Options:

- *Option 1: approve ordinance.*
- *Option 2: do not approve ordinance*

XII. Financial Considerations:

No Applicable

XIII. Staff Recommendation:

Staff recommends approval.

ORDINANCE NO.

2021-XXXX

INTRODUCED BY:

AN ORDINANCE AMENDING CHAPTER 18, ARTICLE XI, INTERNATIONAL RESIDENTIAL CODE, SECTION 18-221 ADOPTION, OF THE CITY OF FORT LUPTON MUNICIPAL CODES, ADDING APPENDIX CHAPTER F REGARDING RADON TO BE CONSISTENT WITH THE INTERNATIONAL BUILDING CODE

WHEREAS, the City desires to amend Chapter 18 of the Fort Lupton Municipal Code to add Appendix Chapter F to Section 18-221 Adoption.

WHEREAS, Appendix Chapter F refers to Radon requirements.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, WELD COUNTY, COLORADO:

Section 1. The Fort Lupton Municipal Code is hereby amended by the following:

Sec. 18-221. Adoption.

Pursuant to Title 31, Article 16, Part 2, C.R.S., The International Residential Code, 2012 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 43 inclusive and Appendix Chapters G, H and F is hereby adopted by reference as the City of Fort Lupton Residential Building Code as if fully set out in this Article with additions, deletions, insertions and changes as provided.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 4th day of January 2022.

PUBLISHED in the Fort Lupton Press the 12th day of January 2021.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this __ day of __ 2021.

PUBLISHED BY TITLE ONLY the ____ day of ____ 2021.

EFFECTIVE (after publication) the __ day of __ 2021.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

CITY OF FORT LUPTON CITY COUNCIL

Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Barron, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3



AM 2022-011

RATIFY MAYORS SIGNATURE ON THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP) WATER VENDOR AGREEMENT

I. **Agenda Date:** Council Meeting – January 4, 2022

II. **Attachments:** a. LIHWAP Agreement

III. **Summary Statement:**

Colorado Department of Human Services (CDHS) has received federal funds to from the American Rescue Plan Act (ARPA) to help low income household pay costs for water and waste water services..

IV. **Submitted by:** _____
Leann Perino, Finance Director

V. **Finance Reviewed** _____
Finance Director

VI. **Approved for Presentation:** _____
City Administrator

VII. **Attorney Reviewed** _____ Approved _____ Pending Approval

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

IX. Detail of Issue/Request:

Colorado Department of Human Services has received federal funds to from the American Rescue Plan Act (ARPA) to help low income household pay costs for water and waste water services.

Water/Sewer customers of the Fort Lupton Utility Enterprise have applied to CDHS for assistance paying bills in arrears. To receive the funds the City must sign the three year agreement.

X. Legal/Political Considerations:

Sections 13-26(a) and 13-136 (a) allows the Utility Enterprise Board to amend monthly user charges by a written resolution. However, the Board must publish and hold a minimum of two public meetings on the new rates.

XI. Alternatives/Options:

1. Delay increasing rates at this time.
2. Increase by a different amount

XII. Financial Considerations:

These funds are federal block grant funds and are subject to federal reporting requirements 45 CFR Part 75 and chapter 75 of title 31 of the US Code (Single Audit Act).

XIII. Staff Recommendation:

LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP) WATER VENDOR AGREEMENT

Agreement made by and between the State of Colorado, Department of Human Services (hereinafter referred to as the State) and

City of Fort Lupton

(hereinafter referred to as the Vendor)

Persons signing for the Vendor hereby swear and affirm that they are authorized to act on the Vendor's behalf and acknowledge that the State is relying on their representations to that effect. By the signature below, the Vendor acknowledges that it has read, understands, and agrees to this Agreement.

Zo Stieber

Vendor Representative Name

Vendor Signature

Date

WHEREAS, the Consolidated Appropriations Act, 2021 (P.L. No. 116-260) and the American Rescue Plan Act of 2021 (P.L. No. 117-2) provide for household drinking water and wastewater assistance to eligible households; and

WHEREAS, the purpose of Colorado's Low-Income Household Water Assistance Program (LIHWAP) is to help low-income Coloradans meet their drinking water and wastewater costs; and

WHEREAS, the parties hereto desire to establish an arrangement to carry out the provisions of this Act and to assure that funds available under this Act are used in accordance therewith,

NOW, therefore it is hereby mutually agreed:

- A. Offer/Acceptance. This LIHWAP Water Vendor Agreement ("Agreement") is between the State and the Vendor. This Agreement is effective upon the Vendor's signature and performance shall start on or after October 1, 2021 and terminates no later than September 30, 2026.
- B. Purpose. This Agreement shall govern the purchase of water services from the Vendor on behalf of households eligible for the LIHWAP. As set by Term Eleven in the supplemental terms and conditions (see Exhibit A), Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to eligible households for such services. This Agreement is a contract between the State and the Vendor for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services.
- C. The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the Low Income Household Water Assistance Program supplemental terms and conditions, Exhibit A.

D. The Vendor agrees to abide by the following provisions:

1. The Vendor shall not treat a household receiving assistance under the program adversely because of such assistance.
2. The Vendor attests that it is a publicly-owned entity managed by a local or state government or through a public-private partnership.
3. The Vendor shall not discriminate, either in the cost of the goods supplied or the services provided, against the household on whose behalf payments are made.
4. The Vendor shall notify the State at least 30 days prior to any change in business ownership, name, address, Vendor contact information and banking information.
5. The Vendor shall provide drinking water and/or waste water billing, consumption, and arrearages data for each eligible household upon the State's request. The Vendor shall establish a dedicated point of contact to respond to requests for such data.
6. Upon receipt of LIHWAP assistance benefits from the State on behalf of an eligible household, the Vendor shall credit the eligible household's account promptly and no later than ten (10) business days after a payment is received and maintain service for at least 90 days after notification of the LIHWAP benefit payment. If service has been disconnected, the Vendor shall restore service within 48 hours of notification of the LIHWAP benefit payment.
7. The Vendor shall allow all LIHWAP credit balances to remain on the eligible household's account until the LIHWAP benefit has been exhausted. If the eligible household no longer uses the originally approved Vendor shall forward the credit to the eligible household. If the eligible household cannot be located, the Vendor shall return the credit to the State.
8. The Vendor shall return any payments that cannot be credited to an account within ten (10) business days to the State.
9. Upon notification by the State or its designee(s) or discovery by the Vendor of incorrect payments or overpayments, the Vendor shall reimburse those payments to the State within ten (10) business days.
10. The Vendor shall accompany all payments returned to the State with the Vendor name, the household's name, the household account number, the amount returned on behalf of the household and the date and reason for return by the Vendor. Checks returned to the State shall be made out to "Colorado Department of Human Services."
11. The Vendor shall charge the eligible household, in the Vendor's normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant.
12. The Vendor shall maintain confidentiality of information provided by the State and its designee(s), about a household's benefit in accordance with applicable Federal and State Laws.
13. The Vendor shall never request personal health information (PHI) from the State. Should the Vendor

obtain PHI from the State or its designees, it shall immediately report receipt of such information to the State and shall immediately return or destroy the PHI. It shall certify in writing to the State that such PHI has been destroyed. If the Vendor believes that returning or destroying the PHI is not feasible, the Vendor shall promptly provide the State with notice of the conditions making return or destruction infeasible. The Vendor shall continue to extend the protections of Sections D(10) and E(5) of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

14. If the Vendor has sent the LIHWAP credit balance funds to the household, and a recovery is necessary, the State will recover from the household, not the Vendor.
15. The Vendor shall report any financial fraud or abuse or misconduct in the administration of LIHWAP to the State. The Vendor shall cooperate with all State investigations of suspected fraud or abuse or misconduct. The Vendor may be prosecuted under applicable Federal and State laws for false claims, statements or documents or concealment of material fact.
16. All other requirements of Federal and State laws and regulations shall be adhered to.
17. The Vendor shall establish such fiscal control and fund accounting procedures as may be necessary to assure the proper use and accounting of funds under this Agreement. All records maintained by the Vendor relating to this Agreement shall be available on reasonable notice for inspection, audit or other examination and copying, by State representatives or their delegates. Such records shall show the amount of drinking water and waste water delivered to each eligible household, the amount of payments made for drinking water and waste water by such eligible households, the dollar value of credit received on behalf of each eligible household, the balance of available benefits and water costs, and all documents and calculations in establishing the estimated drinking and waste water costs and arrears. All records shall be maintained for a period of three (3) years following the termination of this Agreement. The State, or its designee, reserves the right to monitor the implementation of this Agreement by the Vendor.
18. The Vendor shall provide regular written reconciliation to the State verifying that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
19. Non-compliance by the Vendor with any of the above assurances of this Agreement or applicable law or regulations shall be grounds for immediate termination of this Agreement. Such termination shall include termination of payments on behalf of eligible households and immediate return of credit balances or refunds owed to the State. Such termination is in addition to all other legal remedies available to the State, including investigation or prosecution of fraud in connection with this agreement.
20. All Vendors shall establish an account with a financial institution to receive payments via physical warrants or direct deposit through electronic funds transfer (EFT). The Vendor shall inform the State of any changes in banking information immediately upon the change.
21. LIHWAP assistance benefit payments shall not be made to the Vendor on behalf of an eligible household if:

- i. The eligible household does not pay the Vendor directly for its drinking water or waste water; or
- ii. The LIHWAP benefit will not prevent disconnection or result in restoration of services; or
- iii. This Agreement has not been executed or has expired or been terminated; or
- iv. The eligible household's Vendor cannot be determined or feasibly paid on behalf of the eligible household.

E. The State shall itself or through its designee:

- 1. Promptly advise the Vendor of the name, address, account number, and amount to credit to the account of each eligible household;
- 2. Notify all eligible households of the amount of LIHWAP assistance to be made on their behalf to the Vendor;
- 3. Make timely payments to the Vendor for credit to eligible households for drinking water and waste water supplied in accordance with the terms of this Agreement; and
- 4. Promptly notify the Vendor of all pertinent changes in this program caused by changes in applicable law, regulations, or technology.
- 5. The State and its designees shall never transmit PHI to the Vendor. In the event that PHI is shared, the State will confirm that such information is immediately returned or destroyed by the Vendor, in accordance with Section C(11) of this Agreement.

F. General Provisions:

- 1. The term of this Agreement shall be October 1, 2021 (or upon signed approval of this Agreement by the Vendor, whichever is later) through September 30, 2026.
- 2. This Agreement is subject to and contingent upon the continuing availability of federal funds. If insufficient funds, as determined by the State, are available for this program, the State may immediately terminate this Agreement.
- 3. This Agreement may be terminated by either party upon 30 days prior written notice to the other party sent by certified or registered mail.
- 4. The Vendor may not assign this Agreement without the prior written consent of the State.
- 5. The Vendor shall comply with all applicable Federal and State laws and regulations, including confidentiality of all records, termination and restoration of drinking water and waste water services, and discrimination. The Vendor certifies that it has all licenses, insurance, and so on required by law for the provision of services hereunder.
- 6. If a situation arises that is not clearly covered by the terms of this Agreement, the Vendor shall seek guidance from the State.

CITY OF FORT LUPTON CITY COUNCIL



Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Barron, Ward 3

Zo Stieber, Mayor

David Crespino, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

AM 2022-006

APPROVE WATER RATE INCREASE EFFECTIVE JANUARY 4, 2022

I. **Agenda Date:** Council Meeting – January 4, 2021
Utility Enterprise Board First Public Hearing – December 21, 2021
Utility Enterprise Board Second Public Hearing – January 4, 2022

II. **Attachments:** a. Resolution
b. Water & Sewer Rate Schedule

III. **Summary Statement:**

The City has not raised water and sewer rates since January 2019. The Sewer fees are covering the operating and maintenance costs for the waste water systems. The water fees are no longer covering the increasing costs to run the water treatment plant and the non-potable water systems and increases are needed.

IV. **Submitted by:** _____
Leann Perino, Finance Director

V. **Finance Reviewed** _____
Finance Director

VI. **Approved for Presentation:** _____
City Administrator

VII. **Attorney Reviewed** _____ Approved _____ Pending Approval

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

IX. Detail of Issue/Request:

The current utility rate plan and the 2022 proposed rate plan are as follows:

Utility Rates			
	Current Rate Plan	Proposed Increase	Net Change
Water			
Monthly Base Charge			
Base Fee	\$ 28.85	\$ 34.65	\$ 2.90
Assessment	\$ 2.90	-	(2.90)
Capital Projects	\$ 2.90	-	(2.90)
Total Base Charges	\$ 34.65	\$ 34.65	No Change
Per 1,000 gallon			
<12,000	\$ 4.98	\$ 4.98	No change
>12,000<20,000	\$ 5.81	\$ 7.12	\$ 1.31
>20,000	\$ 7.82	\$ 9.58	\$ 1.76
Non-Potable Water			
<12,000	\$ 1.00	\$ 1.00	No change
>12,000<20,000	\$ 1.25	\$ 1.25	No change
>20,000	\$ 1.50	\$ 1.50	No change
Bulk Water Rate	\$10.00	\$12.00	\$2.00
Sewer			
Monthly Base Charge	\$ 16.60	\$ 16.60	No change
Per 1,000 gallon	\$ 5.79	\$ 5.79	No change
Sewer Non-metered	\$ 38.75	\$ 38.75	No change

X. Legal/Political Considerations:

Sections 13-26(a) and 13-136 (a) allows the Utility Enterprise Board to amend monthly user charges by a written resolution. However, the Board must publish and hold a minimum of two public meetings on the new rates.

XI. Alternatives/Options:

1. *Delay increasing rates at this time.*
2. *Increase by a different amount*

XII. Financial Considerations:

The 2022 budget's operating revenues are not covering the operations, maintenance and debt service expenses for the year. The increase in rates will cover 82% of the shortfall.

XIII. Staff Recommendation:

Approve Resolution No. 2021RXX increasing water and sewer rates effective on the January 2022 billing.

RESOLUTION NO. 2022RXX

**A RESOLUTION OF THE UTILITY ENTERPRISE BOARD OF THE CITY OF FORT LUPTON
AMENDING WATER AND SEWER RATES FOR FORT LUPTON CUSTOMERS**

WHEREAS, a specific level of revenue is required by revenue bonds and/or loans in both water and sewer in order to comply with rate maintenance covenants; and

WHEREAS, Sections 13-136(b) and 13-26(c) of the Fort Lupton Municipal Code requires a review of water and sewer rates at least once every year and to be revised if necessary to cover costs of the system; and

WHEREAS, the Utility Enterprise Board evaluated the Enterprise's compliance with its bond covenants and other factors sufficient to determine if and how much water and sewer rates should be adjusted; and

WHEREAS, the Utility Enterprise Board has published the proposed rates and held two public hearings as required by Sections 13-26(a) and 13-136(a) of the Fort Lupton Municipal Code and has determined that it is necessary to increase overall water and sewer revenues to ensure compliance with its bond covenants and meet capital needs and, furthermore, necessary to establish a tiered water rate structure to encourage water conservation; and

WHEREAS, all water and sewer customers that procure treated water from the City will bear the same percentage of increase including bulk through the hydrant system.

NOW, THEREFORE, BE IT RESOLVED that the Utility Enterprise Board of the City of Fort Lupton hereby amends the water and sewer utility rates by approving Exhibit "A" herein included, to become effective on January 4, 2022 for all customers regardless of the source or use of the water, and,

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE APPOINTED TO THE UTILITY ENTERPRISE BOARD THIS 4TH DAY OF January, 2022.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Approved as to form:

Attest:

Andy Ausmus, City Attorney

Maricela Pena, City Clerk

**CITY OF FORT LUPTON, CO
WATER & SEWER RATE SCHEDULE**

2022 Rate

WATER:

MONTHLY BASE FEES:	Water Base	\$34.65
	Augmentation Surcharge	
	System Maintenance Fee	
	Total Monthly Water Base Fees	\$34.65

WATER USAGE:
(Billed per 1,000 gallons used)

Potable Water:	0 - 12,000 Gallons	\$4.98
	12,001 - 20,000 Gallons	\$7.12
	> 20,000 Gallons	\$9.58
Non-Potable Water:	0 - 12,000 Gallons	\$2.50
	12,001 - 20,000 Gallons	\$2.75
	> 20,000 Gallons	\$3.00

Bulk Water: \$12.00

SEWER:

MONTHLY BASE FEES:	Sewer Base	\$16.60
	For Non-Metered Accounts Only	\$38.75
Reg85 Fee:	Single Family Home, Multi-Family per unit	\$20.00
	Commerical tap based on size of meter:	
	3/4"	\$40.00
	1"	\$96.00
	1.5"	\$220.00
	2"	\$400.00
	3"	\$860.00
	4"	\$1,660.00
	6"	\$4,360.00

SEWER USAGE: All Metered Accounts per 1,000 gallons usage \$5.79
(Billed per 1,000 gallons of water used - summer sewer average may apply)

Summer Sewer: For those that water landscaping in May - Oct., sewer usage may be based on avg. water used in preceeding Dec. - Feb. if usage by you exists

STORM DRAINAGE:

MONTHLY BASE FEES:	Residential	\$3.80
	Non-Residential	Based on sq.footage of non-greenbelt area on property \$0.000346 (\$3.80 minimum - \$83.34 maximum)

MISC FEES:

Late fee if past due amount not paid by 5:00 pm the day prior to the scheduled shut off day as appears on mailed notice	\$15.00
Water turn on by City including when water has been shut off for non-payment	\$15.00
Water meter read by City other than normal monthly read for billing	\$15.00
Water meter check for leak, high consumption, frozen meter, etc. (1 free one per calendar year)	\$15.00
Returned payment fee (cash, money order, credit card only after second one received by City)	\$25.00
Independent testing of water meter (\$75 rebate given if meter found to be outside certified limits)	\$75.00
New construction water usage to be paid at time building permit is obtained	\$100.00
Meter tamper fee (materials to fix or replace meter will also be charged)(Court fees may also apply)	\$100.00

Hydrant meter water usage is billed at \$12.00/1,000 gallons used. A permit is required to access one of our hydrants.

All accounts will be charged the monthly service charges for water, sewer, and storm drain whether water is turned on or off.

CITY OF FORT LUPTON CITY COUNCIL



Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Barron, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

AM 2022-007

APPROVE PUBLIC WORKS WASTEWATER SEWER SERVICE AGREEMENT WITH RODOLFO MELENDEZ AND HILDA MANZO FOR SANITARY SEWER SERVICE AT 1460 14th STREET

I. **Agenda Date:** Council Meeting – January 4, 2022

II. **Attachments:** PW Agreement - Melendez/Manzo

III. **Summary Statement:**

To approve signing of Public Works Sewer Service Agreement with Rodolfo Melendez and Hilda Manzo for disposal of domestic septic wastewater to the City sanitary sewer system.

IV. **Submitted by:** _____
Public Works Director

V. **Finance Reviewed** _____
Finance Director

VI. **Approved for Presentation:** _____
City Administrator

VII. **Attorney Reviewed** _____ Approved _____ Pending Approval

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

IX. Detail of Issue/Request:

Rodolfo Melendez and Hilda Manzo have purchased the property located at 1460 14th Street and have built a new home on the property, in the County. The couple is requesting a sanitary sewer service connection to the City sewer mains located east of the property. The agreement provides for compliance with the Municipal Codes and Ordinances related to the City's sewer system (Chapter 13, Article I).

The agreement includes a five (5) year payment period with 60 monthly installments paid monthly with the service billing. Monthly payment is \$158.33.

Monthly billings will include the \$38.75 monthly flat charge for service without a water meter connection, \$20.00 Reg 85 fee and \$158.33 installment payment.

The couple is ready to apply for the Public Works permit to connect to the sewer main.

X. Legal/Political Considerations:

Not Applicable.

XI. Alternatives/Options:

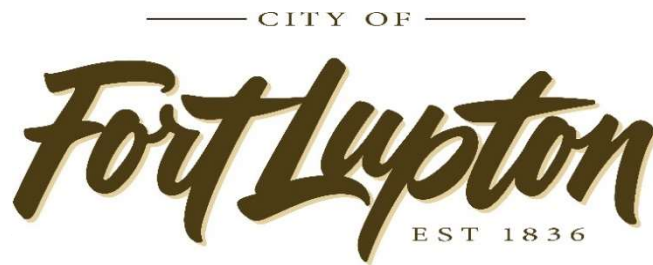
- A) Approve the Permit.*
- B) Deny the Permit.*
- C) Modify the permit.*

XII. Financial Considerations:

Monthly billings will be \$217.08 until PIF is paid in full and then \$58.75 thereafter.

XIII. Staff Recommendation:

Staff recommends approving Wastewater Service Permit with Rodolfo Melendez and Hilda Manzo.



Public Works Agreement Sanitary Sewer Service

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

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

1. **SCOPE OF SERVICES.** City will accept wastewater from collection service as outlined by Permittee.

- 1.1. **Source of waste water** - Domestic household

- 1.2. **Service location** - New home construction in the county, 1460 14th Street, Fort Lupton, CO.

2. WASTEWATER DISPOSAL

2.1. Incorporation of City Rules and of Discharge Permit

All City ordinances, Rules and Regulations governing the acceptance and discharge of wastewater are hereby incorporated into this Agreement and any violation of the same shall be a violation of this Agreement (*Municipal Code, Chapter 13 - Municipal Utilities, Article I - Sewer System*).

2.2. Entities Allowed to Discharge

Discharges under this Agreement will only be accepted from Permittee at the house address service line connection to the sewer main.

2.3. Fees Paid to City.

City will receive compensation from Permittee for Treatment Charges and connection fees.

- 2.3.1. **Monthly Service Charge.** The monthly service charge will consist of a monthly flat charge as periodically evaluated by the City Utility Board (currently \$38.75) and Regulation 85 fee (currently set at \$20.00).

- 2.3.2. **Sewer Tap Fee.** A sewer plant investment fee of \$9,500.00 is required for new sewer services. As requested, this fee may be paid in installments with monthly billing.

- 2.3.2.1. **Repayment Agreement.** The unpaid principal shall be paid in 60 monthly installments of \$158.33, beginning February 1, 2022 and ending

February 1, 2027, (the “Due Date”) at which time the remaining unpaid balance of the Tap Fee shall be due in full.

If any payment obligation under the payment plan is not paid when due, the remaining unpaid balance of the Sewer Tap Fee shall become due immediately at the option of the City.

The Permittee reserves the right to prepay this Sewer Tap (in whole or in part) prior to Due Date with no repayment penalty.

Permittee agrees application of *Fort Lupton Municipal Code / Chapter 13 - Municipal Utilities / Article V - Water Service / Section 13-131 - Water and sewer billing and collection* to the property being served.

3. LIABILITY AND DISPUTES.

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

3.2. Liability. The City shall not be liable for damages arising out of the interruption of operation of the Plant for any reason. The City, its elected officials, officers and employees are relying upon, and do not waive or intent to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

4. LEGISLATIVE INDEPENDENCE AND PARTY AFFILIATION.

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

5. MISCELLANEOUS PROVISIONS.

5.1. Effective Date. Upon execution by both parties, this Agreement shall be in full force and effect and be legally binding upon each party. Each party agrees to execute, approve, and adopt any instruments, documents, and resolutions necessary to effectuate the covenants, terms, conditions, and provisions contained in this Agreement.

- 5.2. **Amendment / No Assignment.** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement. Neither City nor Permittee shall assign or transfer interest in this Agreement without the written consent of the other.
- 5.3. **Indemnification** Permittee shall defend, indemnify and hold the City harmless from any damages caused by negligence, including but not limited loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of Permittee pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.
- 5.4. **Complete Agreement.** This Agreement, and the exhibits hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein.
- 5.5. **Governing Law.** This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

6. COVENANTS, MAINTENANCE AND FACILITIES

City is relying on statements from Permittee regarding source and quantity.

Permittee will comply with all regulations imposed by the City in reference to compliance levels approved by the State of Colorado. All waste water discharged to the City's sanitary sewer collection system shall comply with current ***Municipal Code Section 13-20. - Use of Public Sewers.***

7. SEVERABILITY.

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

8. FORCE MAJEURE.

Neither party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire,

floods, embargoes, pandemics, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, instances affecting public health including pandemics, acts of God or acts, omission, or delays in acting by any governmental authority. Provided, however, that the party so affected shall use reasonable efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

9. APPROVAL REQUIRED.

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

EXECUTED THIS _____ DAY OF **January, 2022.**

CITY OF FORT LUPTON, COLORADO	Hilda Manzo and Rodolfo Melendez:
_____	_____
Zo Stieber	BY: <u>Rodolfo Melendez</u>
Mayor	_____
130 S. McKinley Avenue	BY: <u>Hilda Manzo</u>
Fort Lupton, CO 80621	TITLE: <u>Home Owners</u>
	1460 14 th Street
	Fort Lupton, CO 80621

CITY OF FORT LUPTON CITY COUNCIL



Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Barron, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

AM 2022-008

APPROVE BID FOR A SHELTER AT CITY HALL FROM CHURCHICH RECREATION FOR AMOUNT NOT TO EXCEED \$33,992.70.

I. Agenda Date: Council Meeting – January 4, 2022

II. Attachments:

- a. Quotation.
- b. Terms & Conditions
- c. Picture

III. Summary Statement:

The Recreation Department is requesting to purchase and have installed a Hip Roof Polygon 12' x 18' all metal shelter located at city hall. This Shelter will provide a source of shade for city staff.

IV. Submitted by: _____
Monty Schuman, Recreation Director

V. Finance Reviewed _____
Finance Director

VI. Approved for Presentation: _____
City Administrator

VII. Attorney Reviewed _____ Approved _____ Pending Approval

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

IX. Detail of Issue/Request:

The Recreation Department requested a proposal from Churchich Recreation. The bidder was instructed to provide pricing for a 12'x 18' all steel polygon shelter. All material was to have a powder coated finish. Installation to be included. This Polygon Shelter meets the standards of the same quality of shelter that has been placed at the Recreation Center Park. This Shelter will be placed behind city hall in the area that currently has the patio and picnic table. This shelter has been engineered to accommodate drifting snow levels. The department has had very good results from this supplier.

Churchich Recreation is a member of Sourcewell and has provided a \$2197.00 discount.

X. Legal/Political Considerations:

None expected

XI. Alternatives/Options:

To look at other options and try other vendors.

XII. Financial Considerations:

This project is budgeted in the general fund in 2022 for an amount of \$35,000.00.

XIII. Staff Recommendation:

Staff recommends the approval to purchase a Shelter from Churchich Recreation to be placed at City Hall for an amount not to exceed \$33,992.70.

QUOTATION

Rep	Date	Estimate #
HH	12/17/2021	21-0819

Bill To Address:

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

Ship To Address:

CITY OF FORT LUPTON
REC CENTER
203 SOUTH HARRISON AVENUE
FORT LUPTON, CO 80621

Project		Terms		FOB
TOWN HALL PICNIC SHELTER		Net 30		Jobsite
Item	Description	Qty	Cost	Total
CUSTOM SHEL...	POLIGON CUSTOM HIP ROOF SUNSHELTER STYLE SHELTER: - SIZE: 12'X18' - FRAME FINISH: POLI-5000 [TGIC POWDER COAT FINISH W/ EPOXY PRIMER] - ALL HARDWARE PAINTED TO MATCH FRAME - 8' UTM - 2 COLUMNS - DRIFTED SNOW LOAD ACCOUNTED FOR	1	27,480.00	27,480.00
MR	POLIGON MULTI-RIBBED METAL ROOF	1	3,770.00	3,770.00
ANCHOR BOLTS	ANCHOR BOLTS	1	140.00	140.00
ENG-S	ENGINEERING FOR SHELTER BUILDING BY STATE REGISTERED ENGINEER	1	650.00	650.00
FREIGHT	FREIGHT	1	4,150.00	4,150.00
NJPA Discount	SOURCEWELL COOPERATIVE PURCHASING DISCOUNT	1	-2,197.30	-2,197.30
EXCLUSIONS	PROPOSAL EXCLUDES THE FOLLOWING: - SITE PREPARATION/GRADING - CONCRETE FLATWORK/PAD/FOOTINGS - SAW-CUTTING/CORE-DRILLING INTO EXISTING HARD SURFACE - SALES TAX - BUILDING PERMITS AND INSPECTIONS FEES. - SOILS REPORT - TEMPORARY RESTROOM FACILITIES ON-SITE - UNLOADING - STORAGE - INSTALLATION OF SHELTER AS QUOTED		0.00	0.00
Quotation Valid for 60 days. INSTALLATION NOT INCLUDED.		Sales Tax (0.0%)		\$0.00
		Total		\$33,992.70

Terms and Conditions

This quotation and attached terms and conditions must be attached and included as an exhibit to any contract, which is entered into as a result of this quotation. Failure to do so will result in said contract being returned unsigned until these items have been included, thus delaying the processing of your order.

Equipment orders with Installation service: Continuous access will be provided to the installation crew for heavy equipment traffic without obstruction for delivery and without interruption during the installation. That all necessary site work including footings and flatwork have been completed prior to the arrival of the installation crew. Additional mobilization cost will be charged for each trip if site is not ready for the installation of the equipment.

Quoted Price includes the following:

- All welding is performed by GMAW Certified Welders, and no field welding is required for the erection of the shelter.
- **Poli-5000** standard frame finish: **Poli-5000** is a specialized multi-step system that includes eight directional shot blast steel preparation and an epoxy primer prime coat along with a **super-durable** TGIC powder top-coat.
- MULTI-RIB
- Poligon will furnish all hardware and anchor bolts necessary for the installation of the shelter.
- Quotation includes delivery to jobsite, on flatbed truck.
- Standard engineering ratings are IBC 2012 Standards: 30PSI GROUND Snow Load & 115MPH Wind Load. Owner/Contractor required to confirm building code & requirements pertaining to snow & wind load prior to order. Changes in building code or loading requirements including snow loads & wind loads AFTER the shelter has been quoted will result in a change of cost.

Price does not include the following and are the responsibility of the Owner/Contractor:

- Building permits and inspection cost are the responsibility of the Owner/Contractor *(Can be furnished at an additional Cost)*
- Sales tax is not included as part of this quotation. Tax exempt certificate is required at time of order or tax will be added to final invoice.
- Unloading of the shelter upon delivery to the jobsite. **Forklift is required to unload the shelter from flatbed trailer.** Owner/Contractor will be notified 24 hours prior to delivery whenever possible.
- SAW-CUTTING, CORE-DRILLING AND ALL ITEMS SPECIFICALLY EXCLUDED IN THE BODY OF THE QUOTATION ARE NOT INCLUDED IN THIS BID.
- INSTALLATION OF SHADE SHELTER AS QUOTED
- INSTALLATION OF FOOTINGS

Insurance: This proposal contains standard General Liability and Workers Compensation coverage. Any waivers of subrogation and primary no-contributory endorsement requirements require additional premium to the provider. Any additional such charges to our policies as a result of the awarding of a contract based upon this proposal will be passed through to you at your additional expense.

Quotation does NOT include the following: sales tax, installation, prevailing wages, **permits**, state or local approvals, performance/payment bond, engineering seals, testing, utility locates, site preparation, or storage of equipment, security, fencing, or landscaping unless specifically stated on the quotation.

Order and Payment Terms: Please make all orders payable to: **Churchich Recreation, LLC.** All orders require tax-exempt certificate. All applicable tax will be added to final invoice. Net 30 on approved credit. No early payment discounts or retainage allowed. Quotation is valid for 30 days.

Failure to comply with these terms and condition will result in additional charges or contract change orders. Please contact our office with any questions concerning the attached quotation or terms and conditions, or if any additional services are required for your Project. Thank you for the opportunity to provide this quotation.

Signature

Date

Acceptance of Quotation:

I hereby authorize Churchich Recreation, LLC to ship the equipment listed above, and complete the specified tasks, for which I agree to pay the total amount specified. I acknowledge that I have read and agreed to the Terms and Conditions. Payment terms are Net-30 days from invoice date with approved credit. Non-taxable customers must provide proper tax exemption certificate to Churchich Recreation, LLC at time of order or tax will be added to final invoice. Purchase orders and payments should be made payable to the order of Churchich Recreation, LLC, PO Box 1174, Niwot, CO 80544.

Customer Acceptance Signature

Date

Please provide the project contact information: (address required only if different than that shown on the quotation)

Billing Contact information:				Shipping Contact and Location:			
Name:				Name:			
Address:				Address:			
Phone:		Fax:		Phone:		Fax:	
Email:				Email:			

Hip Roof Sunshelter

hip roof square shelter



SSH 12X12



Upcoming Events

January 11, 2022	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
January 17, 2022	City Hall Closed in Observance of Martin Luther King Jr. Day
January 18, 2022	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.
January 25, 2022	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
February 1, 2022	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.