

City of Fort Lupton
City Council Agenda
Regular Meeting
7:00 p.m.
130 South McKinley Avenue
February 8, 2016
(Rescheduled from 2/1/2016)

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 five (5) minutes - Mayor Holton

Approval Of Agenda

Review Of Accounts Payables

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 from the Consent Agenda and considered at the end of the Consent Agenda.

a. 01042016 City Council Meeting Minutes

Documents: [01042016 City Council Meeting Minutes.pdf](#)

b. AM 2016-016, Ratify The City Administrator's Signature To Convert 8 Shares Of Colorado Big Thompson From Temporary To Permanent For Northern Colorado Water Conservancy District

Documents: [AM 2016-016, Ratify The Administrator Signature Converting Eight Shares Of CBT Water.pdf](#)

c. AM 2016-017, Adoption Of An Ordinance Amending Section 16-14 Of The Fort Lupton Municipal Code

Of The Fort Lupton Municipal Code

Documents: [AM 2016-017, Adoption An Ordinance Amending The Fort Lupton Municipal Code.pdf](#)

- d. **AM 2016-021, Approving A Resolution Ratifying The Mayor's Appointment Of The Committee Members To Various Committees**

Documents: [AM 2016-021, Appointing The List Of Candidates To Various Committees.pdf](#)

- e. **AM 2016-023, Adopt An Ordinance Amending Chapter 7 Of The FLMC, Allowing Contained Backyard Bees As An Accessory Use In Single-Family Residential With A Permit**

Documents: [AM 2016-023, Adopt An Ordinance Amending The FLMC - Backyard Bees.pdf](#)

Public Hearing

- a. **AM 2016-020, Approving A Site Plan For 85 Pawn And Sales Located At 7853 Highway 85**

Documents: [AM 2016-020, Approve Site Plan For 85 Pawn And Sales.pdf](#)

Action Memorandum

- a. **AM 2016-014, Approve An Intergovernmental Agreement With Weld County For Funding Of The 14th Street Project In The Amount Of \$150,000**

Documents: [AM 2016-014, Approve An IGA With WC For 14th Street Project - 150,000.Pdf](#)

- b. **AM 2016-015, Approve The Purchase Of The Following Cardio Fitness Equipment From Advanced Exercise Equipment For An Amount Not To Exceed \$18,050**

Documents: [AM 2016-015, Approve The Purchase Of Cardio Fitness Equipment From Advanced Exercise Equipment - 18,050.Pdf](#)

- c. **AM 2016-018, Approve Resolution Accepting An Annexation Petition For The Fulton Village Annexation Submitted By James And Barbara Lambert-Hearing Date For March 28, 2016**

Documents: [AM 2016-018, Approve A Resolution Annexing Fulton Village Annexation.pdf](#)

- d. **AM 2016-022, Approve The Mayor's Signature On An Agreement With**

- d. **AM 2016-022, Ratify The Mayor's Signature On An Agreement With PTI Group USA, LLC Dba Civeo Canada Inc. To Service Both Water And Wastewater Services For Man Camps**

Documents: [AM 2016-022, Ratify The Mayors Signature Approving The PTI Group For Water And Wastewater Service For Man Camps.pdf](#)

- e. **AM 2016-024, Approve An Agreement With The Town Of Hudson Regarding The Use Of The Fort Lupton Recreation Center - Fees**

Documents: [AM 2016-024, Approve An Agreement With The City Of Hudson For Recreation Center Passess.pdf](#)

- f. **AM 2016-025, Proposed Land Lease Agreement With The Colorado State Land Board For The Shooting Sports Complex Proposal**

Documents: [AM 2016-025, Approve The Lease Agreement With The State Land Board For Gun Range Property.pdf](#)

Staff Reports

Mayor/Council Reports

Future City Events

- a. **02012016 Upcoming Events**

Documents: [02012016 Upcoming Events.pdf](#)

Adjourn

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 4, 2016

The City Council of the City of Fort Lupton met in special session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Monday, January 4, 2016. Mayor Tommy Holton called the meeting to order at 7:00 p.m. and invited everyone to join him in the Pledge of Allegiance.

ROLL CALL

City Clerk Nanette Fornof called the roll. Those present were Mayor Tommy Holton, Mayor Pro Tem Chris Cross, Councilmembers Bob McWilliams, David Crespin, Chris Cross, Shannon Rhoda and Zoe Stieber. Also present were City Administrator Claud Hanes, City Clerk Nanette Fornof, Finance Director Leann Perino and Chief Ken Poncelow.

PERSON TO ADDRESS COUNCIL

No one signed up to speak to Council.

APPROVAL OF AGENDA

It was moved by Chris Cross and seconded by Chris Ceretto to approve the agenda as presented. Motion carried unanimously by a voice vote.

REVIEW OF JANUARY 4, 2016 PAYABLES

Council reviewed the January 4, 2016 payables. There were no questions or comments.

CONSENT AGENDA

It was moved by Chris Ceretto and seconded by David Crespin to approve the Consent Agenda as presented with the following items: 12142015 City Council Meeting Minutes, Approve City Hall as the Public Place for Posting Notices of Public City Meeting in Accordance with the Open Meeting Law (AM 2016-001), Add Roth (Post-tax) Option to Voluntary 457 Retirement Savings Plan (AM 2016-002), Approve Resolution 2016R001, A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON ADOPTING THE SPECIAL FLOOD HAZARD AREAS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY IN A SCIENTIFIC AND ENGINEERING REPORT ENTITLED "THE FLOOD INSURANCE STUDY FOR WELD COUNTY, COLORADO AND INCORPORATED AREAS," DATED JANUARY 20, 2016, WITH ACCOMPANYING FLOOD INSURANCE RATE MAPS AND/OR FLOOD BOUNDARY-FLOODWAY MAPS (FIRM AND/OR FBFM)(AM 2016-006), Approve Resolution 2016R002, A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON AMENDING THE RATIFICATION OF THE MAYOR'S APPOINTMENT OF CANDIDATES TO THE FORT LUPTON URBAN RENEWAL AUTHORITY FOR STAGGERED TERMS BEGINNING JANUARY 1, 2016 (AM 2016-007), Approve Resolution 2016R003, A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 4, 2016

THE CITY OF FORT LUPTON THREE MILE AREA PLAN (AM 2016-008) and Approve Resolution 2016R004, 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 1, 2016 AND ENDING DECEMBER 31, 2017 (AM 2016-009).

Motion carried with Councilmember Zoe Stieber voting “nay” to the motion.

AM 2016-003, Authorizing Approval of the Fifth Interim Agreement for the Windy Gap FIRMING Project for an Amount not to Exceed \$167,843

The Fifth Phase of the Project consists of continuation of work to obtain local, state and federal permits and approvals required for the Project; detailed engineering design including preparation of plans and specifications for contractor procurement; additional land acquisition; planning and implementation of required mitigation and enhancement measures; development of contracts and other agreements that will be required to integrate the Project with the Windy Gap Project; development of alternatives for financing the Project; and related activities. The City's pro-rata share of the NEPA costs for 2016 will be \$167,843.

It was moved by Zoe Stieber and seconded by Chris Cross approving the \$167,843 payment, allocated from the water fund, for the Windy Gap FIRMING Project and authorize the Mayor to sign the Fifth Interim Agreement between Northern Colorado Water Conservancy District and the City of Fort Lupton. Motion carried unanimously by a roll call vote.

AM 2016-004, Approving the Twelfth Interim Agreement with and Payment to the Northern Integrated Supply Project (NISP) Water Activity Enterprise of \$262,500 for Phase 4 of the Project Funded Out of the Water Sales Tax Fund

The proposed agreement with the Northern Colorado Water Conservancy District (NCWCD) through the Northern Integrated Supply Project Water Activity Enterprise (NISP) is continuing Phase 3A and Phase 4 of the Project. Phase 3A consists of agency consulting with the U.S. Army Corp of Engineers and other agencies, compliance with National Environmental Policy Act and other federal permitting, field work and analysis for permitting, modeling and design. Phase 4 the preliminary design and geotechnical investigation for Glade Reservoir and the associated appurtenant facilities.

Fort Lupton's pro-rata share of the cost of these phases is estimated to be \$262,500 for 2016, and payment of that amount is requested by January 15, 2016.

It was moved by Zoe Stieber and seconded by Chris Ceretto approving the Twelfth Interim Agreement with Northern Colorado Water Conservancy District for the Northern Integrated Supply Project and approve the payment of an amount not to exceed \$262,500 allocated from the water fund. Motion carried unanimously by a roll call vote.

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 4, 2016

AM 2016-005, 2016 Aerial Photography Project

City Council approved \$90,000 in the budget for aerial photography in 2016. Through some initial research, it was determined that to get the lowest pricing and largest geographic coverage it would be necessary to partner with the Denver Regional Council of Governments (DRCOG) as an add-on to their Denver Regional Aerial Photography Project (DRAPP). The requested add-on will allow the City to obtain approximately 121 square miles of full color, 3" pixel aerial photography. See the attached map illustrating the proposed aerial photography coverage extent. Despite being a partner in DRCOG's project, the City will have full ownership rights to the photography including its distribution and sales. By submitting the attached Letter of Intent and signing the License Agreement, the City is agreeing to participate in the project at a price not to exceed \$50,000.

Through an RFP process, DRCOG chose Sanborn, a Colorado Springs-based aerial photo vendor. Sanborn is a well-respected aerial photo and mapping company. The aerial photo imagery will be acquired during the spring of 2016 with full product delivery by 12/31/2016.

Currently the City has access to Weld County's 2014 aerial photography through a data sharing agreement. The aerial photography is full color but at a coarser, 6" pixel resolution which is not always optimal for City-level mapping and GIS uses. Moreover, the City does not own the photography and our uses are constrained by the data sharing agreement we have signed with Weld County.

Initial research by staff led to the \$90,000 budget request. As a stand-alone City project (one not made in conjunction with a larger entity such as DRCOG), costs are much higher. For example, initial estimates for the \$90,000 price tag were for an area approximately 50 square miles.

It was moved by David Crespin and seconded by Chris Cross approving the submittal of the Letter of Intent and signing the License Agreement to participate in DRCOG's Denver Regional Aerial Photography Project. Motion carried unanimously by a roll call vote.

AM 2016-010, Approving the Kerr McGee Oil and Gas Lease For Mineral Interests

Kerr-McGee Oil and Gas Onshore LP has approached the City with a three year mineral lease on five small parcels of land (map attached) totaling 0.053512 acres. If production occurs, the city's portion of mineral royalties is 20%. The City Administrator has executed the lease as previously modified by legal counsel and staff.

It was moved by Chris Cross and seconded by Zoe Stieber to ratify the City Administrator's signature for the Kerr-McGee Oil and Gas Onshore LP lease for the mineral interests for three years. Motion carried unanimously by a roll call vote.

AM 2016-011, Authorizing the Carryover Capacity Transferability Program to Carryover 229 Acre Feet of CBT From 2015 at a Cost Not to Exceed \$8,221.10 to be Funded by the Water Sales Tax Fund

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 4, 2016**

AM 2016-012, Catholic Church Well 7 Re-Installation for an Amount not to Exceed \$8,240 and \$32,598 Allocated From the Utility Fund

Staff indicated Well 7 will back in service in accordance with the agreement filed with the State of Colorado Engineers Office. This request is to purchase the pump/motor/electrical and installation of such equipment. The equipment will be purchased from Hydro Resources of Fort Lupton for \$32,598. The SCADA programming for Well 7 will be purchased from Alpine Controls for \$8,240.

It was moved by Chris Ceretto and seconded by Chris Cross approving the purchase and installation of the pump/motor/electrical completed by Hydro Resources of Fort Lupton for an amount not to exceed \$32,598, allocated from the Utility Fund. Motion carried unanimously by a roll call vote.

It was moved by David Crespin and seconded by Zoe Stieber approving the purchase and installation of the telemetry equipment and complete the SCADA programing from Alpine Controls for an amount not to exceed \$8,240, allocated from the Utility Fund. Motion carried unanimously by a roll call vote.

AM 2016-013, Replacement Wastewater Samplers at WWTP for an Amount Not to Exceed \$10,660.54, Allocated From the Utility Fund

Staff stated the two composite samplers at the Wastewater Treatment Plant is again and is in need of replacement. The units are over five years old and have been obsoleted, so parts availability is limited. It is staff's recommendation to purchase two new replacement samplers from HACH. Staff also stated that if the samplers are to fail, the City wouldn't have a backup system on site and would be violating the Colorado Department of Public Health requirements. The cost for the two samplers is \$10,660.54 and would be allocated from the Utility Fund.

It was moved by Chris Ceretto and seconded by Bob McWilliams to approve the purchase of two replacement samplers from HACH Company of Loveland for a cost not to exceed \$10,660.54, allocated from the Utility Fund.

STAFF REPORTS

City Administrator Claud Hanes introduced Public Works Director Roy Vestal to the Council; everyone welcomed him.

MAYOR/COUNCIL REPORTS

No reports.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 4, 2016**

FUTURE CITY EVENTS

January 4-8, 2016	Curbside Christmas Tree Pickup
January 13, 2016	Town Hall Meeting – 130 South McKinley Avenue – 6:30 p.m.
January 18, 2016	City Offices Closed in Observation of Martin Luther King Jr. Day
January 27, 2016	Town Hall Meeting – 130 South McKinley Avenue – 6:30 p.m.

ADJOURNMENT

It was moved by Bob McWilliams and seconded by David Crespin to adjourn the January 4, 2016, at 7:21 p.m.

Motion carried on voice vote.

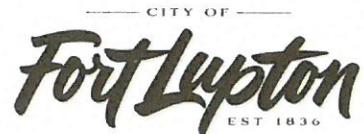
Respectfully submitted,

Nanette S. Fornof, City Clerk

Approved by City Council

Tommy Holton, Mayor

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-016

**RATIFY THE CITY ADMINISTRATOR'S SIGNATURE TO CONVERT 8 SHARES OF COLORADO
BIG THOMPSON FROM TEMPORARY TO PERMANENT FOR NORTHERN COLORADO WATER
CONSERVANCY DISTRICT**

I. Agenda Date: Council Meeting – February 1, 2016

- II. Attachments:**
- a. Letter from Northern Water
 - b. Application for conversion
 - b. Allottee Contract Detail
 - c. Resolution

III. Summary Statement:

The City has had 8 shares of CBT that have been allotted temporary for many years. Northern requires that we convert these shares to a permanent status prior to March 1, 2016. Execution of the application for conversion will satisfy their requirement.

IV. Fiscal Note: _____

Finance Department Use Only

Finance Director

V. Submitted by: _____
City Administrator

VI. Approved for Presentation: _____
City Administrator

VII. Attorney Reviewed _____ Approved _____ Pending Approval

VIII. Certification of Council Approval: _____ Date

City Clerk

IX. **Detail of Issue/Request:**

The City has had 8 shares of CBT that have been allotted temporary for many years. Northern requires that we convert these shares to a permanent status prior to March 1, 2016. Execution of the application for conversion will satisfy their requirement.

X. **Legal/Political Considerations:**

XI. **Alternatives/Options:**

- *None.*

XII. **Financial Considerations:**

The assessments of \$109,746.30 has already been paid for 2016 for the City's CBT shares. \$198,884 was budgeted for this expense. The additional \$89,137 budgeted pays for the August CBT assessment.

XIII. **Staff Recommendation:**

Staff recommends council approval to ratify the City Administrator's signature on conversion of 8 shares of Colorado Big Thompson from temporary to permanent.



Northern Colorado Water Conservancy District

220 Water Avenue Berthoud, Colorado 80513

Phone 1-800-369-7246 • Fax 1-877-851-0018

www.northernwater.org

December 18, 2015

Mr. Claud Hanes
City Administrator
City of Fort Lupton
130 S. McKinley Ave.
Fort Lupton, CO 80621

Dear Claud:

On January 10, 2003, the Board of Directors of the Northern Colorado Water Conservancy District (Northern Water) approved a policy regarding the conversion of Temporary Use Permits. This policy no longer allows the renewal of the Temporary Use Permits. Therefore, all current Temporary Use Permits must be converted to the permanent Section 131 Contract by March 1, 2016, which is also the date of expiration of the City of Fort Lupton's Temporary Use Permit.

Enclosed are the applications needed to convert the City of Fort Lupton's 8 acre-foot units of Colorado-Big Thompson Project water from the Temporary Use Permit to the Section 131 Annually Renewable Water Contract. The Section 131 Contract is essentially a continuously renewed 1-year contract. Section 131 Contracts do not require that the municipality approve the contract by ordinance, but instead by whatever means the municipality believes is legally necessary to make the contract binding on the municipality (typically determined by the municipal attorney). Northern Water will accept either an ordinance or a resolution, depending on the municipal attorney's opinion as to which action is required to make the contract binding on the municipality.

The executed applications must be in our office no later than March 1, 2016. If you have any questions, or need assistance in completing the applications, please feel free to give me a call at (970) 622-2217.

Sincerely,

Sherri Rasmussen
Allotment Contract Specialist

sr

Enclosures

By Certified Mail, Return Receipt Requested

**APPLICATION TO
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
FOR CANCELLATION OF TEMPORARY USE PERMIT**

The City of Fort Lupton hereby applies for the cancellation of the following Temporary Use Permit:

<u>Permit Dated</u>	<u>Acre-Feet</u>
March 13, 2015	<u>8</u>
Total Quantity to be Released	8

Dated at Fort Lupton, Colorado this _____ day of _____, 20____.

CITY OF FORT LUPTON

ATTEST:

By _____

(SEAL)

ORDER ON APPLICATION

Application having been made by the City of Fort Lupton for the cancellation of the above Temporary Use Permit, and Hearing having been held by the Board of Directors of Northern Colorado Water Conservancy District, it is hereby ORDERED that the above Temporary Use Permit be canceled.

Dated the _____ day of _____, 20____.

NORTHERN COLORADO WATER
CONSERVANCY DISTRICT

ATTEST:

President

Secretary

APPLICATION TO
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
FOR ANNUALLY RENEWABLE
PERPETUAL WATER CONTRACT FOR RIGHT TO USE
COLORADO-BIG THOMPSON PROJECT WATER
UNDER C.R.S. 37-45-131

Applicant, City of Fort Lupton, a Colorado municipal corporation acting in its governmental capacity or a water activity enterprise (circle capacity in which applicant is acting), hereby applies to Northern Water, a political subdivision of the State of Colorado, organized and existing by virtue of Title 37, Article 45, Colorado Revised Statutes, for a contract for the right to beneficially use Colorado-Big Thompson Project water under the following terms and conditions:

1. The quantity of water herein requested by Applicant for annual application to beneficial use is 8 acre-feet to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.
2. It is understood and agreed by the Applicant that any water provided for use under this contract by the Board of Directors of Northern Water shall be primarily for municipal, domestic, irrigation, or industrial use within or through facilities or upon lands owned or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the use of water (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.
3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten-thousandth ($1/310,000$) of the quantity of water annually declared by the Board of Directors of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.
4. Applicant agrees to pay annually in advance for the amount of water herein provided for use under this contract by the Board of Directors of Northern Water at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each water year thereafter shall be made in advance by the Applicant on or before each October 1, 31 days prior to the start of the water year, at the rate per acre-foot

established by the Board for municipal water use in that water year. For the purpose of this water contract, the water year is defined to be from November 1 to October 31 of the following year.

If an annual payment as herein provided is not made by due date, written notice thereof, by certified mail, will be given by Northern Water to the Applicant at the following address: 130 S. McKinley Ave., Fort Lupton, CO 80621.

Water deliveries shall be suspended as of November 1 of the new water year until payment of the delinquency is made. If payment is not made within ninety (90) days after the date of mailing of said written notice, Applicant shall have no further right, title, or interest under this contract; and the right of use of water as herein made, shall be disposed of at the discretion of the Board of Directors of Northern Water. Any proceeds from any sale of the right of use to another allottee shall be paid to Applicant over and above Northern Water's actual expense in terminating and disposing of the contract right of use.

5. This right of use shall be perpetual on an annually renewable basis. If the annual payment is made as provided in this application, the right of use shall be automatically renewed another water year without any further notice of Northern Water; if the annual payment is not timely made, as provided above, the right of use shall terminate.
6. Applicant agrees that the water allocation shall be beneficially used for the purposes and in the manner specified herein, and that this right of use is made for the exclusive benefit of the Applicant and shall not inure to the benefit of any successors or assigns of said Applicant without prior specific approval of the Board of Directors of Northern Water.
7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; the rules, regulations and policies of the Board of Directors of Northern Water as they now exist or as they exist in the future; and by the Repayment Contract of July 5, 1938, between Northern Water and the United States and all amendments thereof and supplements thereto.
8. Applicant agrees, as a condition of this contract, to enter into an "Operating Agreement" with Northern Water if and when the Board of Northern Water finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by Northern Water. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard contracts of Northern Water; additional annual monetary consideration for extension of Northern Water delivery services and for additional administration, operation and maintenance costs; or for other costs to Northern Water which may arise through provision of services to the Applicant.

9. Acquisition of this annually renewable perpetual right of use water contract for the Colorado-Big Thompson Project water from Northern Water and the right to the beneficial use of water thereunder by the Applicant necessary; the continued acquisition and use of this water supply is essential for the well-being of the community and for the preservation of the public peace, health, and safety; and the adequate protection of the health of the inhabitants of the community.
10. The governing body of Applicant has duly approved this Application in accordance with all legally required procedures.

Signed this _____ day of _____, A.D., 20_____.

CITY OF FORT LUPTON

By _____

ATTEST:

(SEAL)

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in this allocation of the right to use Colorado-Big Thompson Project water and after a Hearing by the Board, it is hereby ORDERED that the above application be granted and an allotment contract for 8 acre-feet of water is hereby made to the City of Fort Lupton, a Colorado municipal corporation, for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER
CONSERVANCY DISTRICT

By _____
President

I hereby certify that the above Order was entered by the Directors of Northern Colorado Water Conservancy District on the _____ day of _____, A.D., 20____.

ATTEST: _____
Secretary

Allottee Contract Detail

Allottee: City of Fort Lupton

Contact: Claud Hanes

Position: Director of Finance & Administration

Address: 130 S McKinley Ave
Fort Lupton CO 80621-1343

Phone: (303) 857-6694

Contract Information								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
1598	50	0	Class "B"	Fixed	Open	1	\$35.90	\$1,795.00
Document Number: 130933			Prev. IDs: 0					
Board Approved Date: 1/11/1991			Acc't Entity: City of Fort Lupton					
Effective Date: 1/11/1991			Lienholder(s):					
Trans Fee Coll. Date:								
Comments:								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
1599	2,732	0	Section 131	Fixed	Open	1	\$35.90	\$98,078.80
Document Number: 130713			Prev. IDs: 0					
Board Approved Date: 3/12/2004			Acc't Entity: City of Fort Lupton					
Effective Date: 3/12/2004			Lienholder(s): OSWALD, CAROL L (Loan # 922037070); BANK OF COLORADO (Loan # 1310006090)					
Trans Fee Coll. Date:								
Comments:								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
5121	299	0	Section 131	Variable	Open	1	\$35.90	\$10,734.10
Document Number: 140986			Prev. IDs: 0					
Board Approved Date: 3/12/2004			Acc't Entity: City of Fort Lupton					
Effective Date: 3/12/2004			Lienholder(s):					
Trans Fee Coll. Date:								
Comments:								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
5120	20	0	Section 131	Variable	Open	1	\$35.90	\$718.00
Document Number: 130712			Prev. IDs: 0					
Board Approved Date: 3/11/2005			Acc't Entity: City of Fort Lupton					
Effective Date: 3/11/2005			Lienholder(s):					
Trans Fee Coll. Date:								
Comments:								

Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
2831	5	0	Section 131	Variable	Open	1	\$35.90	\$179.50
Document Number: 130711			Prev. IDs: 0					
Board Approved Date: 3/10/2006			Acc't Entity: City of Fort Lupton					
Effective Date: 3/10/2006			Lienholder(s):					
Trans Fee Coll. Date:								
Comments:								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
5713	1	0	Section 131	Variable	Open	1	\$35.90	\$35.90
Document Number: 140306			Prev. IDs: 5661					
Board Approved Date: 3/12/2010			Acc't Entity: City of Fort Lupton					
Effective Date: 3/12/2010			Lienholder(s):					
Trans Fee Coll. Date:								
Comments:								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
7224	8	0	Temporary Use	Variable	Open	1	\$35.90	\$287.20
Document Number: 159481			Prev. IDs: 7142					
Board Approved Date: 3/13/2015			Acc't Entity: City of Fort Lupton					
Effective Date: 3/13/2015			Lienholder(s):					
Trans Fee Coll. Date: 2/20/2015								
Comments:								
							Open Rate Assessment Total:	\$111,828.50
				Total AFUs:	3,115	Assessment Grand Total:		\$111,828.50

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespino, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

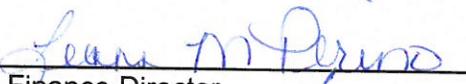
**AM 2016-017
ADOPTION OF ORDINANCE NUMBER 2016-XXX AMENDING SECTION 16-14 OF THE
FORT LUPTON MUNICIPAL CODE**

- I. **Agenda Date:** Council Meeting February 1, 2016
- II. **Attachments:** a. Ordinance 2016-XXX
- III. **Summary Statement:**

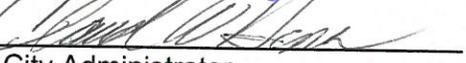
It has come to staff's attention that some existing platted lots may create hardships concerning zoning requirements. Based on discussions with the City Attorney and Council, staff is proposing a change in Section 16-14 Minor administrative variations to allow for more flexibility in dealing with hardships without going through the entire Variance process.

IV. **Fiscal Note:** none noted

Finance Department Use Only


Finance Director

V. **Submitted by:** 
Planning 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:

As currently written the Municipal Code Section 16-14 allows for a ten percent (10%) variation if it meets the intent of the code and the Planning Department, City Attorney and Chairman of the Board of Adjustment agree that a true hardship exists. After review of some of the existing platted lots within Fort Lupton it appears that the design and location may create a hardship to locate on the lot and meet all the zoning requirements. Typically the issue will be with the required corner lot setback and potentially the side yard setback in some cases due to lot configurations. After much discussion with the City Attorney and under the direction of Council staff proposes the following changes be made.

Section 16-14 Minor Administrative variations.

The Planning ~~Department~~Director, after consulting with the Chairperson of the Board of Adjustment and the City Attorney, shall have the authority to approve variations from the zoning regulations of up to ~~ten~~ twenty-five percent (~~10~~25%) of the required standards in cases of demonstrated hardship. If any of the three (3) do not agree that the proposed variation is justified, such variation will require application for a variance and review by the Board of Adjustment by the process for variances provided by this Code. No more than one (1) such variation may be granted to the same standard on any property. Written notice of any administrative variation shall be provided to the owner of the property and a copy kept on file with the City. (Ord. 2006-869 Pt. 1)

X. Legal/Political Considerations:

Staff members have reviewed the proposed changes with the City Attorney and Council and it is the opinion of most those involved that the proposed amendments will better serve the Citizens of Fort Lupton.

XI. Alternatives/Options:

1. *Adopt the proposed amendment as submitted*
2. *Propose additional changes*
3. *Do not adopt the proposed amendments*

XII. Financial Considerations:

Not Applicable

XIII. Staff Recommendation:

Staff recommends adoption of Ordinance 2016-XXX, amending Section 16-14 of the Fort Lupton Municipal Code.

ORDINANCE NO. 2016-XXX
INTRODUCED BY:

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, AMENDING A
SPECIFIC PROVISION SECTION 16-14 OF THE FORT LUPTON MUNICIPAL CODE

WHEREAS, City Council deems it necessary to revise a specific provision of the Fort Lupton
Municipal Code; and

WHEREAS, City Council finds that it is the best interest of the health, safety and welfare of the
citizens that the provision set forth herein be enacted;

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

Section 16-14 of the Fort Lupton Municipal Code is hereby amended as follows:

The Planning Director, after consulting with the Chairperson of the Board of Adjustment and the
City Attorney, shall have the authority to approve variations from the zoning regulations of up to
twenty-five percent (25%) of the required standards in cases of demonstrated hardship. If any of
the three (3) do not agree that the proposed variation is justified, such variation will require
application for a variance and review by the Board of Adjustment by the process for variances
provided by this Code. No more than one (1) such variation may be granted to the same standard
on any property. Written notice of any administrative variation shall be provided to the owner of
the property and a copy kept on file with the City. (Ord. 2006-869 Pt. 1)

**INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED
PUBLISHED** this 1st day of February, 2016.

PUBLISHED in the Fort Lupton Press the XX^h day of _____ 2016.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED
by title only this ___ day of _____ 2016.

EFFECTIVE (after publication) the ___ day of _____ 2016.

CITY OF FORT LUPTON, COLORADO

Tommy Holton, Mayor

ATTEST:

Nanette Fornof, MMC
City Clerk

Approved as to form:

Andy Ausmus, City Attorney

CITY OF FORT LUPTON CITY COUNCIL



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespino, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-021

APPROVING RESOLUTION 2016Rxxx RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE CORRESPONDING ADVISORY COMMITTEES FOR A TERM BEGINNING FEBRUARY 1, 2016 AND ENDING DECEMBER 31, 2017

I. **Agenda Date:** Council Meeting – February 1, 2016

II. **Attachments:**
a. Resolution 2016Rxx
b. Advisory Committee Applications

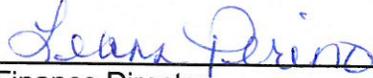
III. **Summary Statement:**

Terms of all members of all advisory committees shall commence on January 1st following every regular municipal election and continue until December 31st following the next regular municipal election. The newly elected 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 (attached) were sent to current committee members advising them that their terms will expire December 31, 2017. 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.

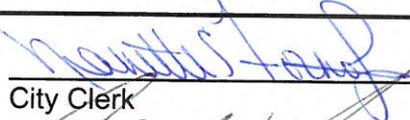
All voting members of advisory committees shall live within one of the following zones (school district, fire district, or Fort Lupton zip code).

IV. **Fiscal Note:** None noted.

Finance Department Use Only


Finance Director

V. **Submitted by:**


City Clerk

VI. **Approved for Presentation:**


City Administrator

VII. **Certification of Council Approval:**

City Clerk

Date

VIII. Detail of Issue/Request:

As indicated, letters and applications were sent to all existing advisory committee members during the month of November. In addition, vacancies for committee appointments have been solicited at City Council meetings, workshops, Channel 16, the City web page, public postings, in the Mayor's monthly newsletter, and the media.

Exhibit "A" represents a list of the active general advisory committees with the proposed member list. Current policy establishes that, "Newly elected Mayors 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."

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 at City Council meetings and workshops, Channel 16, the City web page, the Mayor's monthly newsletter, and the media for vacancies that remain unfilled.

XI. Financial Considerations:

None noted.

XII. Staff Recommendation:

Approve the proposed resolution

RESOLUTION 2016RXXX

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 FEBRUARY 1, 2016 AND ENDING DECEMBER 31, 2017.

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 February 1, 2016 and ending December 31, 2017.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 1st DAY OF FEBRUARY 2016.

City of Fort Lupton, Colorado

Tommy Holton, Mayor

Attest:

Nanette S. Fornof, MMC
City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT "A"
Advisory Committee Appointments

CEMETERY COMMITTEE		
Name	Term	Position
Marilyn Bangert	02/01/2016 – 12/31/2017	
CULTURE, PARKS & RECREATION COMMITTEE		
Name	Term	Position
Edwin L. Richmond	02/01/2016 – 12/31/2017	
Hazel Frank	02/01/2016 – 12/31/2017	
Willis "Will" Piper	02/01/2016 – 12/31/2017	
SENIOR ADVISORY COMMITTEE		
Name	Term	Position
Edwin L. Richmond	02/01/2016 – 12/31/2017	
FORT LUPTON LIBRARY/SCHOOL BOARD		
Name	Term	Position
Teri Kopfman	02/01/2016 – 12/31/2019	City Appointed 4 year term
Carol Ruckel	01/27/2014-12/31/2017	Amended Term to a 4 year term

City of Fort Lupton
**APPLICATION FOR CITIZEN ADVISORY BOARD/
COMMISSION APPOINTMENT**

City Boards and Commissions play an important role in forming City policy. To be considered a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621 (Phone: 303-857-6694). The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 1/25/2016 City of Fort Lupton Resident? Yes No

Name: Marilyn Bangert Home Phone: 303 857 0177
Address: _____ Cell Phone: 303 906 4326
Work Phone: _____

Occupation: Choir Director & Pharmacy Tech e-mail: mb.sewsing@gmail.com

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

Cemetery Committee

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

I have directed the choir that sings at the Memorial Day service each year.

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

BA degree from UNC with a major in Elementary Education + Minor in Music

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

Many in my family have been buried at Hillside Cemetery. Ft. Lupton is our home town so it makes sense with my interest in the Memorial Day service that I participate in supporting the work at the cemetery

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

Signature of Applicant: _____

Marilyn Bangert

(Handwritten initials)



(See Reverse Side)

City of Fort Lupton
**APPLICATION FOR CITIZEN ADVISORY BOARD/
COMMISSION APPOINTMENT**

RECEIVED
JAN 25 2016

City Boards and Commissions play an important role in forming City policy. To be considered a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621 (Phone: 303-857-6694). The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 1-25-16 City of Fort Lupton Resident? Yes No

Name: Edwin L. Richmond Home Phone: 303-857-6616
Address: 125 Harrison Ave Cell Phone: 720-383-2214
FT Lupton, CO 80621 Work Phone: _____
Occupation: Retired e-mail: _____

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

Rec. Board

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

Diesel Mechanic - worked for the City - on the
School - Board - on Rec Center Board

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

12 years School in Ft Lupton - Service Fire
Force 5 years

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

Hate to see lazy people and waste of
money

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

Signature of Applicant: Edwin L. Richmond

OK
REC

CITY OF
Fort Lupton
EST 1836
COME PAINT YOUR FUTURE WITH US

(See Reverse Side)

RECEIVED
JAN 11 2016

City of Fort Lupton APPLICATION FOR CITIZEN ADVISORY BOARD/ COMMISSION APPOINTMENT

City Boards and Commissions play an important role in forming City policy. To be considered a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621 (Phone: 303-857-6694). The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 1-11-16 City of Fort Lupton Resident? Yes No

Name: HAZEL FRANK Home Phone: 303-659-3795
Address: 1596 CR 15 Cell Phone: 303-726-2799 preferred
Brighton CO 80603 Work Phone: _____
Occupation: Retired e-mail: _____

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

Recreation Center Committee

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

40 years in business offices including 20 years in oil and gas (Petroleum handman - 12 years) bookkeeping etc. 15 years legal assistant. 6 years volunteering with District 27 J Resident of Weld County and Ft. Lupton School District since 1993

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

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

I attend the Recreation Center on average 4 days per week

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

Signature of Applicant: _____

Hazel K. Frank

OK
LEA



(See Reverse Side)

City of Fort Lupton
**APPLICATION FOR CITIZEN ADVISORY BOARD/
 COMMISSION APPOINTMENT**

RECEIVED
 JAN 21 2016

City Boards and Commissions play an important role in forming City policy. To be considered a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621 (Phone: 303-857-6694). The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: JAN 13, '16 City of Fort Lupton Resident? Yes No

Name: WILLIS 'WILL' PAPER Home Phone: _____
 Address: 11230 CR 20 Cell Phone: 303-818-3699
FT LUPTON Work Phone: _____
 Occupation: RETIRED e-mail: WILL@VOLLMAR.SCHOOL.NET

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

PARKS & RECREATION

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

FORMER HIGH SCHOOL TEACHER
PUBLIC & SCHOOL LIBRARY BOARD 7 YEARS
RE-8 ACCOUNTABILITY COMMITTEE 7 YEARS
19th JUDICIAL DISTRICT NOMINATING COMMITTEE (WELD) 3 YEARS

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

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

LIFE LONG EXERCISE ENTHUSIAST
ANNUAL MEMBERSHIP FL REC CENTER - AVERAGE 100+ VISITS/YEAR
RAN BOSTON MARATHON 1970, HALF MARATHON & MANY 10K RACES

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

(SEMI-RECRUITED BY MONTY SCHUMAN)

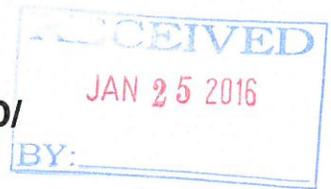
Signature of Applicant: Will Paper

ok



(See Reverse Side)

City of Fort Lupton
APPLICATION FOR CITIZEN ADVISORY BOARD/
COMMISSION APPOINTMENT



City Boards and Commissions play an important role in forming City policy. To be considered a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621 (Phone: 303-857-6694). The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 1-25-16 City of Fort Lupton Resident? Yes No

Name: Edwin L. Richman Home Phone: 303-857-6616
Address: 125 Harrison Ave Cell Phone: 720-383-2216
7th Lupton Co 80621 Work Phone: _____
Occupation: _____ e-mail: _____

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

Senior Advisory Board

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

Diesel Mechanic - done work for the city.
on the School Board - on Rec Center Board

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

12 years school in Ft Lupton - U.S Air Force
5 years

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

no reason

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

Signature of Applicant: Edwin L. Richman

OK
ER



(See Reverse Side)

Fort Lupton Public & School Library

Board of Trustees

Application

425 South Denver Avenue, Fort Lupton, Colorado 80621

303-857-7180

Date 12/17/15

Name Ms TERI KOPFMAN
Prefix First Middle Last

Home Address 6870 CR 23, Ft. Lupton, 80621
Street City Zip

Home Phone 303-857-1925 Cell Phone 303-710-0500

Email Address tkopfman@gmail.com

Profession, Occupation/Employer, Titles

RETIRED FINE ARTS TEACHER FLHS, CURRENT

TRACK & FIELD COACH, RETIRED EDUCATION ASSOC. TREASURER

Education: BS-EDUCATION MBA-GENERAL BUSINESS & MEMBERSHIP CHAIRS

Qualities you bring to the Library Board of Trustees

COMMUNITY & BUILDING AWARENESS, & DESIRE
TO SUPPORT OUR COMMUNITY.

Have you served on a Board before? YES, AS MANAGER AT KEYSTONE RESORT.

Additional comments



IX. Detail of Issue/Request:

On November 3, 2015, the electors of the City of Fort Lupton approved the allowance of contained backyard bees as an accessory use in conjunction with an established single-family residence. Staff is recommending that regulations in the form attached to this Action Memorandum be approved to allow backyard bees as an accessory use on an established single-family residential property with a permit within the City of Fort Lupton and that a permit fee in the amount of \$30.00 be established.

Planning staff has also created a Backyard Bee Permit Application that must be submitted prior to backyard bees being allowed on a property in order to ensure compliance with the Code.

X. Legal/Political Considerations:

Staff has reviewed backyard bee ordinances from other municipalities in determining these regulations.

XI. Alternatives/Options:

1. Approve as written.
2. Modify ordinance.

XII. Financial Considerations:

Not Applicable.

XIII. Staff Recommendation:

Staff recommends adoption of Ordinance 2016-XXX, amending Chapter 7 Article VII of the Fort Lupton Municipal Code.

ORDINANCE NO. 2016-xxx

INTRODUCED BY:

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO AMENDING CHAPTER 7, ARTICLE VII, OF THE FORT LUPTON MUNICIPAL CODE TO ALLOW CONTAINED BACKYARD BEES AS AN ACCESSORY USE ON AN ESTABLISHED SINGLE-FAMILY RESIDENTIAL PROPERTY WITH A PERMIT

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

WHEREAS, on November 3, 2015, the voters of the City of Fort Lupton, Colorado passed a ballot question; and

WHEREAS, the ballot question allows contained backyard bees as an accessory use in conjunction with an established single-family residence; and

WHEREAS, the City of Fort Lupton has previously not allowed backyard bees within its corporate limits prior to the passage of the ballot question, except as specifically permitted by the zoning ordinance; and

WHEREAS, the City of Fort Lupton wishes to create a set of rules and regulations in order to provide a framework for this new accessory use; and

WHEREAS, City Council deems it necessary to repeal and amend certain Sections of Chapter 7, Article VII of the Fort Lupton Municipal Code; and

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

Section 1: Chapter 7, Article VI, Section 7-131 of the Fort Lupton Municipal Code is hereby amended to add the following definitions:

Section 7-131. Definitions.

Apiary shall mean a place where bee colonies are kept.

Backyard bees shall mean bees that are kept as an accessory use in conjunction with an established single-family residence and permitted through the City.

Bee shall mean any stage of the common domestic honey bee, *Apis Mellifera* Species.

Colony shall mean a hive and its equipment and appurtenances, including bees, comb, honey, pollen and brood.

Hive shall mean a structure intended for the housing of a bee colony.

Section 2: Chapter 7, Article VII, Section 7-181 and 7-182 of the Fort Lupton Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Section 7-181. Backyard bees.

It shall be unlawful to place or maintain backyard bees in any area of the City unless the following conditions and requirements are met:

(a) Backyard bees are allowed as an accessory use only in conjunction with an established single-family residence. No backyard bees shall be located in common areas of a multi-unit, multi-use or multi-family property, or any property owned or leased by the City.

(b) A permit shall be obtained from the City prior to maintaining backyard bees on any property. The permit application process is described in paragraph (e) of this Section.

(c) Colony densities. It shall be unlawful to keep more than the following number of colonies on any property within the City, based upon the size or configuration of the parcel on which the apiary is situated:

(1) No more than two (2) colonies or hives are allowed per established single-family residence.

(2) For each two colonies, there may be maintained on the same property one nucleus colony in a hive structure not exceeding one standard 9 5/8 inch depth ten frame hive body with no supers attached as required from time to time for management of swarms. Each such nucleus colony shall be disposed of or combined with an authorized colony within 30 days after the date it is acquired.

(d) It is required that a hive be constructed on any property approved for a backyard bee permit. The colony, including the hive and any related equipment and appurtenances, must meet the following conditions and requirements:

(1) All colonies shall be kept in inspectable type hives with removable combs, which shall be kept in sound and usable condition.

(2) The colony shall be located in the rear or backyard of the principal structure. Neither the hive, nor any of its related equipment, shall be located between the rear of the principal structure and the front yard line.

(3) All hives shall maintain a minimum five (5) feet setback from any side or rear property line.

(4) The back of any hive shall face the nearest adjoining property.

(5) In each instance in which any colony is situated within 25 feet of a developed public or private property line of a tract upon which the apiary is situated, as measured from the nearest point on the hive to the property line, a flyway barrier shall be established that is at least six (6) feet in height and consisting of solid wall or fence. The flyway barrier shall be placed parallel to the property line and extending ten (10) feet beyond the colony in each direction so that all bees are forced to fly at an elevation of at least six (6) feet above ground level over the property lines in the vicinity of the apiary.

(6) Water shall be provided onsite and accessible to bees at all times so that bees will not congregate at swimming pools, bibcocks, pet water bowls, birdbaths, or other water sources where they may cause human, bird or domestic pet contact. The water shall be maintained so as not to become stagnant.

(7) Colonies shall be maintained to ensure that no bee comb or other materials that might encourage robbing are left upon the grounds of the apiary site. Upon their removal from the hive, all such materials shall be promptly disposed of in a sealed container.

(e) Many homeowner association bylaws do not allow backyard bees. It is the responsibility of the applicant to confirm that any homeowner association bylaws applicable to the property do not disallow backyard bees prior to submitting an application to keep backyard bees.

(f) Backyard bee permit application process:

(1) Applicant must provide proof of ownership of the property prior to being issued a permit.

(2) Applicant must submit a completed backyard bee permit application provided by the City.

(3) Applicant must pay a thirty dollars (\$30.00) application fee that is non-refundable and nontransferable.

(4) Applicant must provide a site plan showing the location of any proposed apiary, and related equipment, on the property at the time of submitting the backyard bee application

(5) After the backyard bee permit application and application fee are received by the City, the applicant must schedule an inspection of the hive and/or colony by a designated employee of the City to ensure it complies with the requirements set forth in paragraph (d) of this section.

(6) Once the backyard bee permit application and fee is submitted, and the hive(s) and/or colony(ies) are found to comply with paragraph (d) of this Section and after inspection by a designated employee of the City, the applicant will be issued a nontransferable backyard bee permit.

(g) A backyard bee permit may be revoked at any time by the City's Code Enforcement Officer, or his/her designee should it be determined that the use is not being operated in a safe and clean manner or is not in compliance with this article of the Code.

Section 7-182. Failure to cover beehives.

No person shall haul or transfer through the City any parts of hives in which there is honey or comb unless the same are covered with canvas or covered in some manner as to keep the bees which might be therein from escaping.

Section 3: SEVERABILITY. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The City Council hereby declares that it

would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

Section 4. REPEALER. All ordinances or resolutions, or parts thereof, in conflict with this ordinance or any part hereof are hereby repealed to the extent of such inconsistency or conflict. The repeal or modification of any provision of any prior ordinance by this ordinance shall not release, extinguish, alter, modify or change in whole or in part, any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining force for the purpose of sustaining any judgment, decree or order which can be rendered, entered or made such actions, suits, proceedings or prosecutions.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this ____ day of February 2016.

PUBLISHED in the Fort Lupton Press the __ day of _____ 2016.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED by title only this __ day of _____ 2016.

EFFECTIVE (after publication) the __ day of _____ 2016.

CITY OF FORT LUPTON, COLORADO

Tommy Holton, Mayor

ATTEST:

Nanette Fornof, MMC
City Clerk

Approved as to form:

Andy Ausmus, City Attorney

**CITY OF FORT LUPTON, COLORADO
RESOLUTION NO. 2015R038**

A RESOLUTION OF THE CITY OF FORT LUPTON, COLORADO, SUBMITTING TO THE REGISTERED ELECTORS VOTING IN THE COORDINATED ELECTION, TO BE HELD NOVEMBER 3, 2015; A BALLOT QUESTION CONCERNING WHETHER THE CITY OF FORT LUPTON SHOULD ALLOW CONTAINED BACKYARD BEES AS AN ACCESSARY USE IN CONJUNCTION WITH AN ESTABLISHED SINGLE-FAMILY RESIDENCE.

WHEREAS, the City of Fort Lupton, Colorado (City), is a statutory city; and

WHEREAS, the City Council desires and finds that it is necessary to allow contained backyard bees as an accessory use in conjunction with an established single-family residence.

WHEREAS, the Council finds and determines that it is necessary and desirable to submit to the electors of the City voting at the Coordinated Election to be held on November 3, 2015, the question of allowing contained backyard bees as an accessory use in conjunction with an established single-family residence.

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

Section 1. All actions heretofore taken (not inconsistent with the provisions of this resolution) by the City and the officers thereof, directed toward the election in the objects and purposes herein stated is hereby ratified, approved and confirmed.

Section 2. The following Ballot Question shall be submitted to the qualified electors of the City voting at the Coordinated Election to be held on November 3, 2015:

"BALLOT TITLE

SHALL THE CITY OF FORT LUPTON ALLOW CONTAINED BACKYARD BEES AS AN ACCESSARY USE IN CONJUNCTION WITH AN ESTABLISHED SINGLE-FAMILY RESIDENCE. "

_____ YES

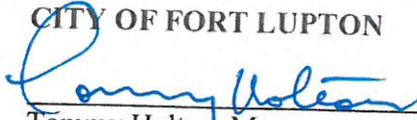
_____ NO"

Section 3. The officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 4. Upon approval of the above Ballot Question by the majority of the registered electors voting thereon, the Council shall enact an implementing ordinance consistent with all of the terms and conditions contained in the above Ballot Question.

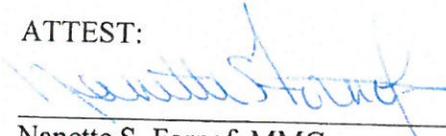
INTRODUCED, READ, PASSED, AND ADOPTED THIS 31st DAY OF AUGUST, 2015.

CITY OF FORT LUPTON



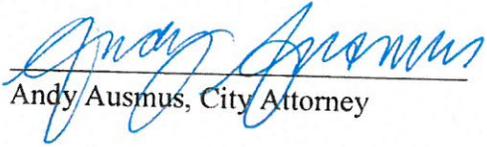
Tommy Holtor, Mayor

ATTEST:



Nanette S. Fornof, MMC
City Clerk

Approved to Form:



Andy Ausmus, City Attorney





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This institution is an equal opportunity provider and employer.

Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortlupton.org

Application/Permit Fee: \$30

BACKYARD BEE PERMIT APPLICATION

(Please type or print legibly)

Permit Number: _____

Section A: Applicant Information

Applicant Name: _____

Property Address: _____ Phone Number: _____

Description of Request: _____

Section B: Restrictions

See Fort Lupton Municipal Code Section 7-131 and 7-181, attached as Exhibit A to this permit application.

Many homeowner association bylaws do not allow the keeping of backyard bees. It is the responsibility of the applicant to confirm that any homeowner association bylaws applicable to the property do not disallow the keeping of backyard bees prior to submitting an application.

Section C: Certification & Signature

I certify that I am the owner of the property listed on this application. I agree to comply with all conditions and requirements of Section 7-181 of the Fort Lupton Municipal Code, which is attached to this application as Exhibit A. I understand that if I do not comply with these conditions and requirements, that my permit to keep backyard bees on my property can be revoked by a designated Fort Lupton city official without prior warning and a code citation may be issued.

Applicant Name: _____

Signature of Applicant: _____ Date: _____

City Official Comments:

City Official: _____ **Date:** _____

This institution is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

EXHIBIT A

Section 7-131. Definitions.

Apiary shall mean a place where bee colonies are kept.

Backyard bees shall mean bees that are kept as an accessory use in conjunction with an established single-family residence and permitted through the City.

Bee shall mean any stage of the common domestic honey bee, *Apis Mellifera* Species.

Colony shall mean a hive and its equipment and appurtenances, including bees, comb, honey, pollen and brood.

Hive shall mean a structure intended for the housing of a bee colony.

Section 2: Chapter 7, Article VII, Section 7-181 and 7-182 of the Fort Lupton Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

Section 7-181. Backyard bees.

It shall be unlawful to place or maintain backyard bees in any area of the City unless the following conditions and requirements are met:

(a) Backyard bees are allowed as an accessory use only in conjunction with an established single-family residence. No backyard bees shall be located in common areas of a multi-unit, multi-use or multi-family property, or any property owned or leased by the City.

(b) A permit shall be obtained from the City prior to maintaining backyard bees on any property. The permit application process is described in paragraph (e) of this Section.

(c) Colony densities. It shall be unlawful to keep more than the following number of colonies on any property within the City, based upon the size or configuration of the parcel on which the apiary is situated:

(1) No more than two (2) colonies or hives are allowed per established single-family residence.

(2) For each two colonies, there may be maintained on the same property one nucleus colony in a hive structure not exceeding one standard 9 5/8 inch depth ten frame hive body with no supers attached as required from time to time for management of swarms. Each such nucleus colony shall be disposed of or combined with an authorized colony within 30 days after the date it is acquired.

(d) It is required that a hive be constructed on any property approved for a backyard bee permit. The colony, including the hive and any related equipment and appurtenances, must meet the following conditions and requirements:

(1) All colonies shall be kept in inspectable type hives with removable combs, which shall be kept in sound and usable condition.

(2) The colony shall be located in the rear or backyard of the principal structure. Neither the hive, nor any of its related equipment, shall be located between the rear of the principal structure and the front yard line.

(3) All hives shall maintain a minimum five (5) feet setback from any side or rear property line.

(4) The back of any hive shall face the nearest adjoining property.

(5) In each instance in which any colony is situated within 25 feet of a developed public or private property line of a tract upon which the apiary is situated, as measured from the nearest point on the hive to the property line, a flyway barrier shall be established that is at least six (6) feet in height and consisting of solid wall or fence. The flyway barrier shall be placed parallel to the property line and extending ten (10) feet beyond the colony in each direction so that all bees are forced to fly at an elevation of at least six (6) feet above ground level over the property lines in the vicinity of the apiary.

(6) Water shall be provided onsite and accessible to bees at all times so that bees will not congregate at swimming pools, bibcocks, pet water bowls, birdbaths, or other water sources where they may cause human, bird or domestic pet contact. The water shall be maintained so as not to become stagnant.

(7) Colonies shall be maintained to ensure that no bee comb or other materials that might encourage robbing are left upon the grounds of the apiary site. Upon their removal from the hive, all such materials shall be promptly disposed of in a sealed container.

(e) Many homeowner association bylaws do not allow backyard bees. It is the responsibility of the applicant to confirm that any homeowner association bylaws applicable to the property do not disallow backyard bees prior to submitting an application to keep backyard bees.

(f) Backyard bee permit application process:

(1) Applicant must provide proof of ownership of the property prior to being issued a permit.

(2) Applicant must submit a completed backyard bee permit application provided by the City.

(3) Applicant must pay a thirty dollars (\$30.00) application fee that is non-refundable and nontransferable.

(4) Applicant must provide a site plan showing the location of any proposed apiary, and related equipment, on the property at the time of submitting the backyard bee application

(5) After the backyard bee permit application and application fee are received by the City, the applicant must schedule an inspection of the hive and/or colony by a designated employee of the City to ensure it complies with the requirements set forth in paragraph (d) of this section.

(6) Once the backyard bee permit application and fee is submitted, and the hive(s) and/or colony(ies) are found to comply with paragraph (d) of this Section and after inspection by a designated employee of the City, the applicant will be issued a nontransferable backyard bee permit.

(g) A backyard bee permit may be revoked at any time by the City's Code Enforcement Officer, or his/her designee should it be determined that the use is not being operated in a safe and clean manner or is not in compliance with this article of the Code.

**CITY OF FORT LUPTON
CITY COUNCIL**



COME PAINT YOUR FUTURE WITH US

Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespin, Ward 1
Zoe A. Steber, Ward 2
Bob McWilliams, Ward 3

AM 2016-020

APPROVING A SITE PLAN FOR 85 PAWN AND SALES LOCATED AT 7853 HIGHWAY 85 AND IN A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

I. Agenda Date: Council Meeting – February 1, 2016

- II. Attachments:**
- a. Proposed Resolution
 - b. Planning Commission Resolution P2016-001 & Minutes
 - c. Land Use Application & Project Description
 - d. Site Plan Map and Other Submitted Maps
 - e. WQCV Pond/Drainage Narrative
 - f. Wastewater Permit Information
 - g. State Highway Access Permit Information
 - h. Referral Responses
 - i. Legal Notifications

III. Issue/Request:

The applicants, Manuel and Anita Balderas, have submitted a final site plan application for a property located at 7853 Highway 85 in a Portion of the East Half of the Northeast Quarter of Section 30, Township 2 North, Range 66 West of the 6th P.M., City of Fort Lupton, County of Weld, State of Colorado, for an auto pawn and sales business. The property is located within the I-2 Heavy Industrial zone district and the proposed use complies with this zoning classification.

IV. Fiscal Note: Please see Item XII.

Finance Department Use Only


Finance Director

V. Submitted by:


Planner

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 applicants, Manuel and Anita Balderas, have submitted a final site plan application for a property located at 7853 Highway 85 in a Portion of the East Half of the Northeast Quarter of Section 30, Township 2 North, Range 66 West of the 6th P.M., City of Fort Lupton, County of Weld, State of Colorado. The property is located within the I-2 Heavy Industrial zone district and the proposed use complies with this zoning classification.

The application is for a proposed new building that will be used for an auto pawn and sales business. This will be an additional building on the property, which currently has a single family residence and two garages. The property is currently used by MB Auto Sales & Salvage for secure storage for law enforcement agencies and this site plan was approved by City Council in 2013. MB Auto Sales & Salvage will continue to operate as previously approved, with the new proposed business being an additional use on the property.

Planning Commission held a public hearing on January 19, 2016, and recommended approval of the proposed final site plan. The Planning Commission Resolution P2016-001 and minutes from the hearing are included in the packet.

X. Legal / Political Considerations:

All public notification requirements have been met, including publication of the Planning Commission and City Council public hearings in the Fort Lupton Press, sign posting on the property of the public hearings, notice of the hearings by mail to owners of the property within one hundred (100) feet of the subject property.

XI. Alternatives/Options:

The City Council has the following three options:

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

XII. Financial Considerations:

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

XIII. Staff Recommendation:

Staff recommends conditional approval of Resolution 2016Rxxx for Manuel and Anita Balderas's application for a final site plan.

**PLANNING COMMISSION
RESOLUTION NO. 2016-001**

RESOLUTION NO. P2016-001

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF A SITE PLAN FOR 85 PAWN AND SALES LOCATED AT 7853 HIGHWAY 85 AND IN A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on January 19, 2016, for the purpose of reviewing the site plan for the construction of a new building to conduct auto pawn and sales; and

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

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

NOW THEREFORE BE IT RESOLVED, the Planning Commission has considered the application and has taken into consideration staff comments, the applicant presentation, all referral comments and any citizen testimony in response to this application. Based on the facts presented on this date, the Planning Commission hereby recommends approval of the site plan for 85 Pawn and Sales located at 7853 Highway 85 and in a portion of the East Half of the Northeast Quarter of Section 30, Township 2 North, Range 66 West of the 6th P.M., City of Fort Lupton, County of Weld, State of Colorado, with the following conditions:

- I. Prior to recording the Site Plan:
 - A. The title of the site plan map shall include the Project No. SPR2015-003.
 - B. The following notes shall be placed on the site plan map:
 1. The property shall be maintained to the curb, or roadway if no curb exists.
 2. Dead and dying landscaping material shall be replaced at the earliest reasonable date as determined by the City.
 3. Lighting on site shall be maintained so that light is directed on the site and shall not spill onto adjacent properties.
 4. The wells serving the property shall maintain compliance with all regulations and/or requirements of the Colorado Division of Water Resources.

5. The septic systems serving the property shall maintain compliance with all regulations and/or requirements of the Weld County Health Department.

C. The 20 feet of CDOT reserved right-of-way shown on the site plan map shall be dedicated.

D. Signage and fencing shall not be permitted within the CDOT right-of-way and the note on the map that states otherwise shall be removed from the map.

II. Prior to release of building permits:

A. Written evidence of a final grading permit from the State must be provided.

B. Two sets of Mylars of the site plan maps shall be submitted for recording with the Weld County Clerk & Recorder.

III. Prior to the release of a certificate of occupancy:

A. Written evidence shall be provided to show that the comments from the City Engineer have been adequately addressed.

B. Written evidence shall be provided to show that the comments from the Fort Lupton Fire Protection District have been adequately addressed.

C. Written evidence of a final septic permit shall be provided.

DONE THIS 19th DAY OF JANUARY, 2016, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.



Chairman

ATTEST:



Planning Director

MINUTES

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
January 19, 2016**

The Planning Commission of the City of Fort Lupton met in session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the Planning Commission, on Tuesday, January 19, 2016. Chairperson Mike Simone called the meeting to order at 6:00 p.m.

ROLL CALL

Planning Technician Mari Peña called the roll. Those present were Chairperson Mike Simone, Commission members Bruce Davis, Bush White, Dan Parrish, Lynne Derby and Tim Hoskens. Also present were Planning Director Todd Hodges and Planning Technician Mari Peña.

APPROVAL OF AGENDA

Planning Technician Mari Peña noted that Election of Chairperson and Vice-Chairperson be listed as Item D under Discussion Items. Dan Parrish made a motion to approve the agenda as amended and Tim Hoskens seconded the motion.

Motion carried unanimously by a voice vote.

CONSENT AGENDA

It was moved by Bruce Davis and seconded by Tim Hoskens to approve the Consent Agenda as submitted. The following item was part of the Consent Agenda:

Approval of the Minutes of the October 20, 2015 meeting.

Motion carried unanimously by a voice vote.

DISCUSSION ITEMS

P2016-001 85 Pawn & Sales Site Plan Review

The Planning Chair asked for a brief description of the project.

The Planning Director, Todd Hodges, stated that this project is part of the Balderas Annexation and is an existing site with a Special Use Permit to store wrecked vehicles for the state patrol. This project is an expansion to the existing use and requires a site plan review. The construction of the new building includes a sales office. Referral comments are addressed on the Resolution. The Applicants are Manuel and Anita Balderas who are represented by their son, Daniel Balderas, and all are present at this hearing. The new business will use the existing access drive from Highway 85. Comments from Glorice Hice-Idler with CDOT were received and indicated there were no concerns with the use of the existing access.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
January 19, 2016**

The Planning Director indicated a letter from Kerr-McGee Oil and Gas was received today and all members and the Applicants have received a copy. This is the third (3rd) land use hearing for this property and the letter should not hold up the site plan review. Any agreements between the owner and mineral lease holder is between them. The building on the site plan is 48x60 but there is a possibility that the orientation of the building will change and should not affect the overall drainage. Staff will continue to work with the Applicants on the orientation of the building.

The Planning Chair opened the public hearing at 6:06 p.m., however there was no public for or against the project. The Planning Chair closed the public hearing at 6:06 p.m.

Member Lynne Derby asked for clarification of the orientation. Daniel Balderas indicated that instead of the building being 48x60 it would be rotated to be 60x48 to accommodate a larger office space.

Member Dan Parrish inquired about the two wells on the property, one to service the residence and the other to service the commercial business. The commercial well is not currently in use. The existing well for the residence is for domestic use. Mr. Parrish questioned permits for the two wells.

Owner Manuel Balderas, noted the second well is for commercial use and it is not tied into the residence. The commercial well will be tied into the commercial business as it is a separate building. The commercial well is not servicing the residence. A septic permit will be obtained from the Weld County Health Department.

The Planning Chair noted that item 1(B) (2) reads, "...dead and dying landscaping material shall be replaced at the earliest reasonable date" and recommends that the following be added to the end "as determined by the City of Fort Lupton," because a reasonable date for the Applicants may differ from that of the City.

Member Bush White commented that the area should look visibility appealing from the Highway.

Member Bruce Davis inquired about the business. Daniel Balderas indicated the business is strictly an auto pawn where owners of a vehicle bring in their vehicle for a loan. If the owner of the vehicle does not pay back the loan the vehicle will be sold. There will be no selling of vehicle parts and the storage of vehicles for the law enforcement will continue.

The Planning Chair asked about oil and antifreeze changes, who will pick up the liquid waste. The Planning Director added that the Fire District has knowledge of what liquids are on site and who remove the liquids. Member Bruce Davis added that any used oil is monitored by the State. Daniel Balderas noted that he would be looking into a heater for the building and there are heaters that use recycled oil to heat up the shop. The Planning Chair asked Daniel

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
January 19, 2016**

Balderas if he would be disposing of any materials such as liquids as per City, State and Federal laws. He answered yes.

The Planning Chair suggested the Item 1(B)(1) of the Resolution be removed or amended prior to presenting to Council as this item is more for trucking businesses.

Planning Director Todd Hodges agreed and will review the item as Highway 85 is within CDOT's jurisdiction.

Tim Hoskens made a motion to approve Resolution P2016-001 for the Balderas Site Plan and Bush White seconded the motion.

The Planning Chair made a motion to remove item 1(B)(1) from resolution and amend item 3 regarding the landscape to be removed and replaced with "as determined by the City." Tim Hoskens made a motion to approve the Resolution as amended and Bruce Davis seconded the motion.

Motion carried unanimously by voice vote.

Upcoming land use applications and updates

Planning Director Todd Hodges informed members that while no hearings have been scheduled, there are two projects that have been submitted for review. Members will be notified of the hearings.

Election of Chairperson and Vice Chairperson

Tim Hoskens made a motion to elect Mike Simone as Chairperson. Bush White acknowledged the motion and Lynne Derby seconded the motion.

Mike Simone made a motion to elect Tim Hoskens as Vice Chairperson. Bruce Davis seconded the motion.

Motions passed on voice vote.

ADJOURNMENT

It was moved by Bruce Davis and seconded by Tim Hoskens to adjourn the January 19, 2016 Planning Commission meeting at 6:31 p.m.

Motion carried on voice vote.

Mari Peña, Planning Technician

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
January 19, 2016**

Approved by Planning Commission

Mike Simone, Chairperson

LAND USE APPLICATION & PROJECT DESCRIPTION



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621
www.fortlupton.org

Phone: 303.857.6694
Greeley: 970.346.0326
Fax: 303.857.0351

COME PAINT YOUR FUTURE WITH US

DATE: 11/30/15	PROJECT NAME: 85 Pawn and Sales
ADDRESS / LOCATION OF PROJECT: 7853 U.S. Highway 85, Fort Lupton, CO	
LEGAL DESCRIPTION (LOT, BLK, TWNSHP, RNG.): Parcel: 130930100034	

PLEASE CHECK THE APPROPRIATE ITEM(S):

ANNEXATION
INITIAL ZONING
CHANGE OF ZONE
PUD PLAN
SPECIAL USE
MINOR SUBDIVISION

SKETCH PLAT
PRELIMINARY PLAT
FINAL PLAT
AMENDED PLAT

ADMIN SITE PLAN
SITE PLAN
PUD SITE PLAN
COMP PLAN AMENDMENT
OIL & GAS DEVELOPMENT

PRESENT ZONING: 1-2 Heavy Industrial	AREA IN ACRES: Parcel: 3.808 Annexation area:
PROPOSED ZONING: N/A	PRESENT USE: Car Storage
PROPOSED # OF LOTS: N/A	PROPOSED # OF DU'S: N/A
PROPOSED GROSS FLOOR AREA:	MIN LOT SIZE: N/A AVG. LOT SIZE: N/A

PROPERTY / MINERAL OWNER:	PROJECT CONTACT:
NAME: Manuel + Anita Caldera	NAME: Daniel Calderas
ADDRESS: 2732 CR JJ Fort Lupton, CO	FIRM / COMPANY: 85 Pawn and Sales
PHONE: 303-857-9770	ADDRESS: 7853 Highway 85 Fort Lupton, CO
SIGNATURE: Anita Caldera	PHONE: 303-434-5004 FAX:
TITLE: Property owner	EMAIL: dan@mbtowing.com
DATE: 11-30-15	

FOR OFFICE USE ONLY	DATE RECEIVED: 11/30/15
---------------------	-------------------------

**CITY OF FORT LUPTON
GENERAL FEE DEPOSIT SCHEDULE**

ANNEXATION FEE DEPOSITS:

1. ONE TO TEN ACRES	\$ 750.00 PLUS \$10.00 / ACRE
2. ELEVEN TO FIFTY ACRES	\$ 1,000.00 PLUS \$ 8.00 / ACRE
3. FIFTY-ONE TO ONE HUNDRED ACRES	\$ 1,500.00 PLUS \$ 6.00 / ACRE
4. OVER ONE HUNDRED ACRES	\$ 2,000.00 PLUS \$ 4.00 / ACRE

OIL AND GAS EXPLORATION AND DEVELOPMENT PERMIT:

5. REVIEW / PERMIT FEE	\$ 1,100.00
------------------------	-------------

MINING OR EXTRACTION OF MINERALS PERMIT:

6. THE FIRST TWENTY-FIVE ACRES	\$1,000.00 PLUS \$10.00 / ACRE OR FRACTION THEREOF IN EXCESS OF TWENTY-FIVE ACRES
--------------------------------	---

ZONING FEE DEPOSITS:

7. ZONING CHANGE	\$ 900.00
8. SPECIAL USE PERMIT (GENERAL)	\$ 900.00
9. SPECIAL USE PERMIT (GRAVEL MINING)	\$ 1500.00
10. SPECIAL USE PERMIT (DAYCARE)	\$ 250.00
11. VARIANCE	\$ 300.00

SUBDIVISION (PLAT) FEE DEPOSITS:

12. SKETCH PLAT	\$ 900.00
13. PRELIMINARY PLAT	\$ 1,500.00
14. FINAL PLAT	\$ 900.00
15. MINOR SUBDIVISION	\$ 1,500.00
16. PUD (PRELIMINARY AND FINAL)	\$ 2,400.00

SITE PLAN

17. PRELIMINARY SITE PLAN	\$ 900.00
18. FINAL SITE PLAN	\$ 1,500.00 ✖

COMPREHENSIVE PLAN AMENDMENT:

19. COMP PLAN AMENDMENT	\$ 1,500.00
-------------------------	-------------

OTHER DEPOSITS:

20. ADMISTRATIVE REVIEW (MINOR)	\$ 500.00
21. AMENDED PLAT (REPLAT) FOR DRAINAGE & UTILITY EASEMENTS	\$ 500.00

22. AMENDED PLAT (LOT LINE ADJUSTMENTS ONLY)	\$ 500.00
23. DEVELOPMENT REVIEW TEAM (DRT)	\$ 250.00 PLUS CONSULTANT EXPENSES*
24. OTHER SERVICES PROVIDED BY CITY STAFF	\$ 55.00 / HOUR
25. CITY CONSULTANT SERVICES	AT COST (Escrow) initial amount to be paid at submittal: \$ 1500. Escrow will be maintained based on work completed.

FLOODPLAIN DEVELOPMENT:

26. PERMIT FEE AND REVIEW	\$ 750.00 UP TO TEN ACRES \$ 1,500.00 OVER TEN ACRES
---------------------------	---

Total: \$ 4,250

FEES ARE NON-REFUNDABLE AND DUE AT TIME OF APPLICATION SUBMITTAL. FEES ARE SET BY CITY COUNCIL BY RESOLUTION. CITY STAFF IS NOT AUTHORIZED TO NEGOTIATE FEES AND CANNOT, UNDER ANY CIRCUMSTANCES, CHANGE, REDUCE, OR AMEND THE FEES SET FORTH IN EXHIBIT A WITHOUT CITY COUNCIL AUTHORIZATION. ESCROW FEES SHALL BE TRACKED THROUGHOUT THE COURSE OF THE APPLICATION PROCESS. ONCE THE INITIAL ESCROW HAS BEEN USED THE CITY WILL REQUIRE ADDITIONAL FUNDS TO COVER CITY CONSULTANT SERVICES.

85 PAWN AND SALES
7853 HWY 85
FORT LUPTON, CO 80621

November 25, 2015

City of Fort Lupton

Attn: Planning Dept.

THIS LETTER IS TO ADDRESS SOME OF THE ITEMS MEANED ON THE LETTER DATED OCTOBER 23, 2015. THE MAJORITY OF THE ITEMS ARE ADDRESSED ON THE SITE PLAN THE FOLLOWING ITEMS WE WILL DISCRIBE IN THIS LETTER.

1. Specifications for the signs and lighting. We are contacting a sign company in commerce city to help us with the design and lighting spec. It will be located approximately in the middle of the property by the fence on the east side.
2. Project Description: our intention is to have an auto pawn and sales. This means that a customer can pawn his/her (clear title) vehicle for money. We will lend the customer approximate amount (depending the condition of the vehicle) amount from the Blue Book value. We will also sale used cars and trucks. We will do small repairs to vehicles, like brake change, tune-ups, and oils change. We will have 55 gal. drums to save the used oils and used ant-freeze. We will call a company we already use to collect the drums.
3. The number of employees will be one or two depending on the demand for our service. In the future we would like to have 5 or more.
4. The Fort Lupton Fire Dept. only requires a commercial fire detector, and room for the fire trucks to turn around.

5. We contacted the weld county assessor's office and printed the information on the property owners within 100 feet of our property.
6. The parking has been indicated on the site plan, and it does means the handi-cape parking with a ramp for wheel chair access.



Daniel Balderas

Enclosures: site plan

MAPS

85 PAWN AND SALES

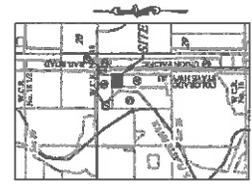
LOCATED IN THE NORTHEAST QUARTER OF SECTION 30 TOWNSHIP 2 NORTH,
RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN, CITY OF FORT LUPTON, COUNTY OF WELD, COLORADO
(COVER SHEET)

SHEET INDEX

SHEET	DESCRIPTION
1	COVER SHEET
2	SITE PLAN
3	CONSTRUCTION PLAN
4	CONSTRUCTION PLAN

NOTES:

- Any future expansion of the site or addition of a building will require the review from the Planning Department, Building Department, Engineering Department and the Fire Station to determine if additional permits are required. The applicant is responsible for obtaining all necessary permits. The applicant is responsible for obtaining all necessary permits. The applicant is responsible for obtaining all necessary permits.
- The existing well serving the property shall comply with all regulations and/or requirements of the Colorado Division of Water Resources.
- The existing well serving the property shall comply with all regulations and/or requirements of the Fort Collins Health Department.



VICINITY MAP
1/2 MILE RADIUS
SEC. 30, T. 2N, R. 66W

SUBJECT: ALYSON LOUI & LAZARO GRAY LEASE 0 TO 4 PERCENT SHARES
ZONING: M-40

- PROPERTY OWNERS WITHIN 1/2 MILE RADIUS**
- MARK RICHARD D. & MARIE M. 130628000048
 - MARK RICHARD D. & MARIE M. 130628000044
 - WELD - 83 130628000047
 - OTTSBERG INC. 130628000015
 - OTTSBERG INC. 130628000010
 - INSEER LLC 130628000002
 - MICHAEL & TROUBERT MICHAEL 130628000001



BENCH MARK
The benchmark data was based on the Northeast Corner of Lot A established by Frazee Engineering being a 4' x 4' corner with an existing cap stamped L.S. 26537 on having an assumed elevation of 130.15 feet.

FLOOD PLAIN NOTE:
According to FEMA FIRM map Panel No. 688 of 1974, Community Panel No. 00028B 000B C, Map Revised: September, 24, 1982, this property is located in "Zone C", "Area of National Floodings".

SHOWNOTICE'S NOTES:

- All references to "this project, maps and register numbers are public documents on file of the County Clerk, Weld County, State of Colorado except private documents.
- ALL RIGHTS RESERVED. No other person shall be permitted to copy, publish, or otherwise use the information contained herein for any purpose other than that for which it was prepared. The applicant is responsible for obtaining all necessary permits. The applicant is responsible for obtaining all necessary permits.
- The existing well serving the property shall comply with all regulations and/or requirements of the Colorado Division of Water Resources.
- The existing well serving the property shall comply with all regulations and/or requirements of the Fort Collins Health Department.

ALLES TAYLOR & DUKE, LLC
ENGINEERING & LAND SURVEYING SERVICES
2810 29th Ave., Unit 8
Denver, Colorado 80202
(303) 555-0008

DESIGNED BY: _____
CHECKED BY: M.K.
DATE: NOV. 2015
PROJECT NO.: 2015-174

REVISIONS

No.	Date	Description
1	11/18	Final Review
2	11/18	General Review

COUNTY OF WELD
COVER SHEET
SHEET 1 OF 5
SCALE: _____

PLANNING COMMISSION RECOMMENDATION
Recommended this _____ day of _____, 2015, by Resolution No. _____

CITY ENGINEER'S APPROVAL
City Engineer's approval, Approved this _____ day of _____, 2015.

CITY WATER AND SEWER DEPARTMENT APPROVAL
Approved this _____ day of _____, 2015.

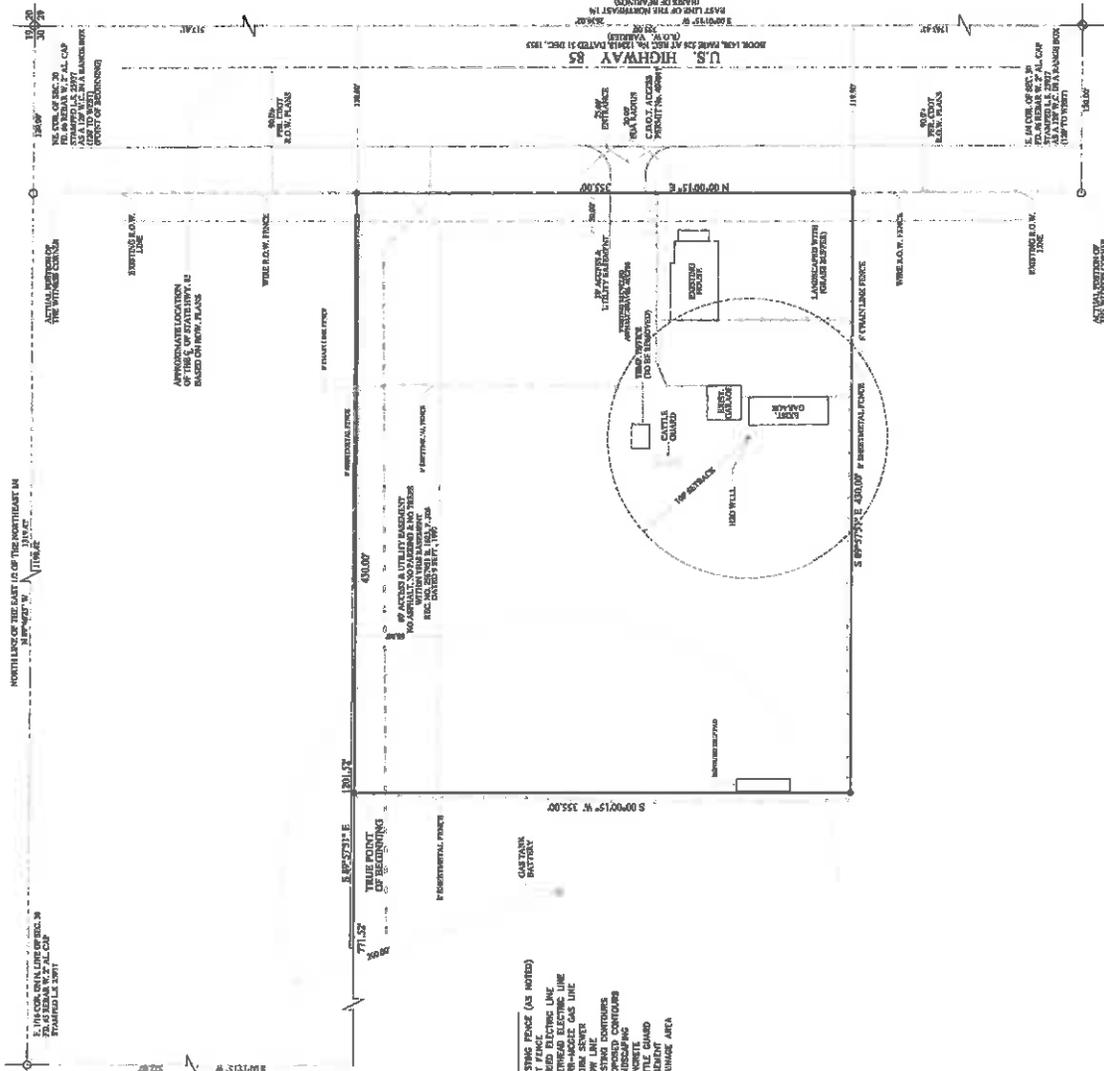
CITY ADMINISTRATOR'S APPROVAL
Approved this _____ day of _____, 2015.

OWNER'S APPROVAL
I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I am the owner of the property described herein, and that I have read and understand the contents of the application and the conditions of all covenants, conditions, restrictions, public maps and private instrument thereon.

IF WITNESSED HEREON, we have hereunto set our hands and seals this _____ day of _____, 2015.

85 PAWN AND SALES

LOCATED IN THE NORTHEAST QUARTER OF SECTION 30 TOWNSHIP 2 NORTH,
RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF FORT LIPTON, COUNTY OF WELD, COLORADO
(PLAT)



- LEGEND**
- = SPAN IN TUBS WITH CAP
 - = SECTION CORNER AS DESCRIBED
 - = QUARTER CORNER AS DESCRIBED
 - = SUTHERLY CORNER AS DESCRIBED
 - = MARK POLE
 - = INCISED TREE
 - = CONCRETE
 - = LANDSCAPING
 - = CASHEM
 - = BRUSHING AREA
 - = EXISTING FORCE (AS NOTED)
 - = MARKED ELECTRIC LINE
 - = OVERHEAD ELECTRIC LINE
 - = NON-INSULATED GAS LINE
 - = FLOW LINE
 - = EXISTING CONTOUR
 - = CONTOUR
 - = CONCRETE
 - = CASHEM
 - = BRUSHING AREA
- CONTOUR INTERVAL = 1'

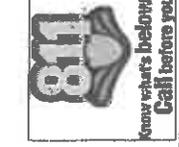
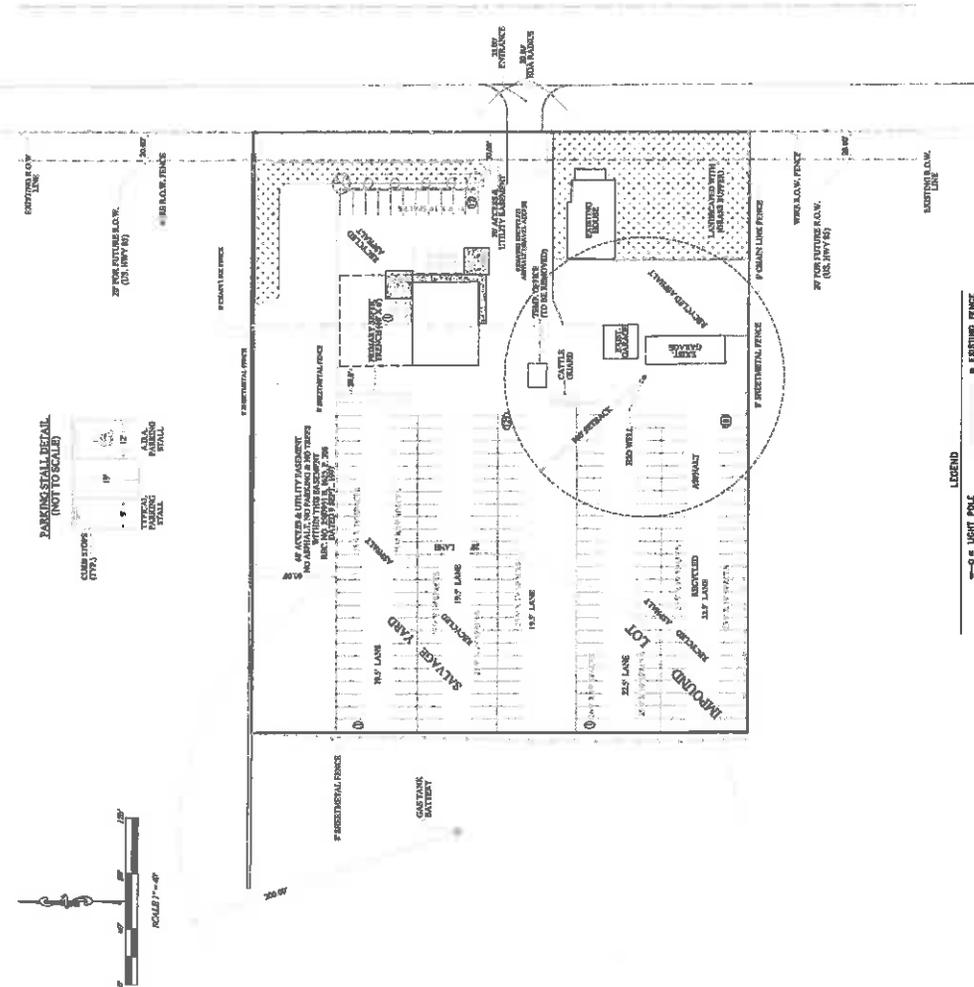
NOTICES:

1. Accuracy is guaranteed for one year from the date of completion of this survey.

2. Accuracy is not guaranteed for more than ten years from the date of the certification shown hereon.

3. This survey is for informational purposes only and does not constitute a warranty of any kind.

85 PAWN AND SALES
 LOCATED IN THE NORTHEAST QUARTER OF SECTION 30 TOWNSHIP 2 NORTH
 RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF FORT LUPTON, COUNTY OF WELLS, COLORADO
 (LANDSCAPE PLAN)



- LEGEND**
- 0" LIGHT PALE
 - 1" MEDIUM PALE
 - 2" DARK PALE
 - 3" BROWN
 - 4" LAMPGLASS
 - EXISTING FENCE
 - PROPOSED FENCE
 - EXISTING OVERHEAD ELECTRIC LINE
 - PROPOSED OVERHEAD ELECTRIC LINE
 - EXISTING UNDERGROUND UTILITY LINE
 - PROPOSED UNDERGROUND UTILITY LINE
 - EXISTING DECIDUOUS (CAMPA) TREE (1)
 - PROPOSED DECIDUOUS TREE (1)
 - PROPOSED DECIDUOUS SHRUB (4)

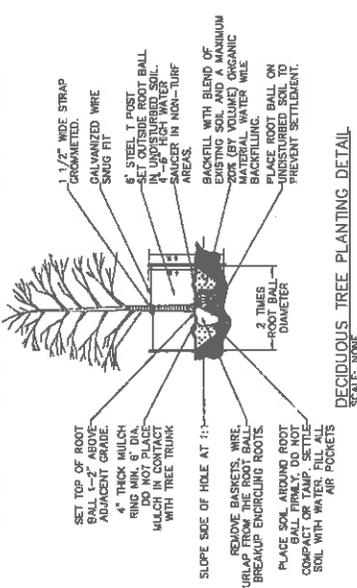
LEGITIMACY NOTE: ALL LEGITIMACY MUST BE DEMONSTRATED.

STAKING NOTES:
 Stake trees per following schedule, then remove at end of first growing season, follow:
 1" - Collier size - 4ft. 1 stake on side of prevailing wind (generally N.W. side).
 2" - Collier size - 4ft. 2 stakes on N.W. side, one on S.W. side.
 3" - Collier size and larger - 3 stakes per diagram.

When or cable shall be min. 12 gauge. Tighten wire or cable only enough to keep from slipping. Do not over-tighten. Nylon straps shall be long enough to accommodate 1/2" of growth and buffer all branches from wire.

WRAPPING NOTES:
 All soil to be removed by white mulch, only. Wrap with breathable fabric tree wrap applied from trunk flare to first branch. Wrap from the bottom up with sufficient overlap to cover all bark.
 Secure with biodegradable plastic wrap or masking tape.

PLANTING NOTES:
 Remove the tree at planting. Place only cross-over limbs, broken branches and co-dominant leaders. Some interior limbs and lateral branches may be pruned. Some exterior limbs may be retained. The terminal buds of limbs or branches that extend to the edge of the crown.

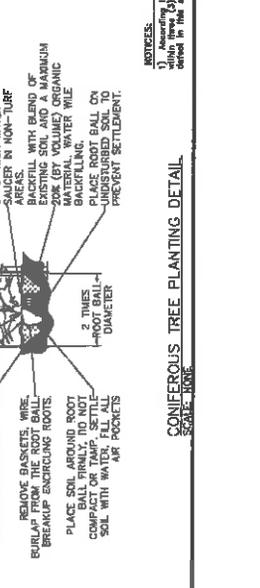


STAKING NOTES:
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 1" - Collier size - 4ft. 1 stake on side of prevailing wind (generally N.W. side).
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LEGITIMACY NOTE: ALL LEGITIMACY MUST BE DEMONSTRATED.

NOTICES:
 1) Assuming in Colorado for you travel commence any local within based upon any defined in this survey within three (3) years after the first discovery, such as defined, in the event, any action based upon any defined in this survey, the Government shall be bound by the terms of this survey.

REPORTS



ALLES TAYLOR & DUKE, LLC
LICENSED PROFESSIONAL ENGINEERS
LICENSED PROFESSIONAL LAND SURVEYORS

3610 35TH AVE. UNIT #6
EVANS, 80634
970-330-0308

Fort Lupton

November 18, 2015

J.C. York
City Engineer
130 S. McKinley Ave.
Fort Lupton, CO 80621

RE: 85 Pawn & Sales
WQCV Pond/Drainage Narrative
7853 Hwy 85
Fort Lupton, CO 80115

Dear Mr. York:

Water Quality Capture Volumes (WQCV) have been calculated for the site located at 7853 Hwy 85, Fort Lupton, CO 80115.

The information used was taken from field data gathered by Freese Engineering (I was working for Freese Engineering at the time) in 2009, and data provided by the client. This information included the size of all buildings, existing and proposed, landscaped areas and drive surfaces. See attached spreadsheet with the site conditions and the Percent Imperviousness calculations.

Area #1 is the salvage yard, the office/shop building, a paved sales/parking area and landscaped areas. The required WQCV is calculated at 1,803 CF for area #1 (See Attached Computations). The historic drainage pattern for this part of the site is to the Northeast corner of the parcel. The storm flows are in the form of sheet flow at very shallow grades, less than 0.5%. The WQCV Pond is to be placed on the northeast corner of the parcel and has a design volume of 2800 CF. The stormwater retained in the pond for area #1 will percolate into the site soils. The reason for using a retention style of WQCV pond is due to the minimal grades at the site, (See Attached Drawing for design point elevations). The perc rate for the site was obtained from the Septic Permit obtained from the Weld County Public Health and Environment Department., Dated March 5, 1997, (See attached Letter). At the end of the runoff event the pond will perc out in approximately 1 hour 30 minutes, (5 min/inch). The effective depth of this pond is 1.5 feet when using the landscaped area as the area that percolates, See attached spreadsheet.

Area #2 is the impound lot that is proposed and is located on the South/Southwestern corner of the parcel. The required WQCV is calculated at 715 CF for area #2 (See Attached Computations). The historic drainage pattern for this part of the site is East and some to the South in the form of sheet flow at very shallow grades, less than 0.5%. The WQCV Pond is to be placed on the Southern end of the impound lot and has a design volume of 1050 CF. The water retained in the pond for area #2 will percolate out of the existing site soils. The reason for using a retention style of pond is due to the minimal grades at the site. (See Attached Drawing for design point elevations.) The perc rate for the site was obtained from the Septic Permit obtained from the Weld County Public Health and Environment Department, Dated March 5, 1997, (See attached Letter). At the end of the runoff event the pond will perc out in approximately 20 minutes, (5 min/inch). The area



ALLES TAYLOR & DUKE, LLC
LICENSED PROFESSIONAL ENGINEERS
LICENSED PROFESSIONAL LAND SURVEYORS

3610 35TH AVE. UNIT #6
EVANS, 80634
970-330-0308

to the east of the existing garages is surfaced with crushed asphalt and presently flows to the east. The storm water from this area will drain across the landscaped area South of the existing residence. This will produce a water quality for this area by the use of a grassed buffer.

The area of the site to be worked and graded is greater than 1 Acre; therefore, a grading permit will be required from the Colorado Department of Public Health and Environment. The application for this permit has been included with this WQCV report.

An As-Built drawing of the ponds will be produced at the request of the Fort Lupton Planning Department or Public Works Department, if required.

If you have any questions, please contact me. Respectfully submitted.

Mark Taylor

Colorado P.E. 46065



**Appendix A
Percent Imperviousness**

AREA 1 (Main Yard and Proposed Business)

Site Area = 97377 ft² Percent Imperviousness from Table RO-3

PROPOSED Site Conditions

Paved 0 ft²
Gravel/Crushed Asphalt 85179 ft²
Roofs/concrete 7517 ft²
Landscaping 4681 ft²
Undeveloped Area 0 ft²

Paved 1.00
Gravel 0.40
Roofs 0.90
Landscaping 0.02

Percent Imperviousness Proposed = 0.42 = i

Water Quality Capture Volume (WQCV)

WQCV = a(0.91i³-1.19i²+0.78i) Page SQ-24

for 40 hr Release a = 1

Required Storage = (WQCV/12)*Area*1.2 Page SQ-24

Area = 97377 ft² = 2.24 AC

Required Storage = 0.041 AC-ft = 1803 ft³

AREA 2 (Impound Yard)

Site Area = 34441 ft² Percent Imperviousness from Table RO-3

PROPOSED Site Conditions

Paved 0 ft²
Gravel/Crushed Asphalt 27236 ft²
Roofs 6863 ft²
Concrete 342 ft²
Undeveloped Area 0 ft²

Paved 1.00
Gravel 0.40
Roofs 0.90
Landscaping 0.02
Concrete 0.90

Percent Imperviousness Proposed = 0.50 = i

Water Quality Capture Volume (WQCV)

WQCV = a(0.91i³-1.19i²+0.78i) Page SQ-24

for 40 hr Release a = 1

Required Storage = (WQCV/12)*Area*1.2 Page SQ-24

Area = 34441 ft² = 0.79 AC

Required Storage = 0.016 AC-ft = 715 ft³

AREA 3 (Residential Area)

Site Area = 20832 ft² Percent Imperviousness from Table RO-3

PROPOSED Site Conditions		Paved	1.00
Paved	0 ft ²	Gravel	0.40
Gravel/Crushed Asphalt	7208 ft ²	Roofs	0.90
Roofs	2909 ft ²	Landscaping	0.02
Concrete	0 ft ²	Concrete	0.90
Landscaping/Undeveloped	10715 ft ²		

Percent Imperviousness Existing = 0.26 = i

Water Quality Capture Volume (WQCV)

WQCV = a(0.91i³-1.19i²+0.78i) Page SQ-24

for 40 hr Release a = 1

Required Storage = (WQCV/12)*Area*1.2 Page SQ-24

Area = 20832 ft² = 0.48 AC

Required Storage = 0.007 AC-ft = 291 ft³

Appendix B
 Pond Volume Calculations
 Area #1 Pond (Landscape Area 4048 sf)

Average Area Method = $((A1 + A2)/2) * \text{Stage Depth} = \text{Stage Volume (CF)}$

Elevation	Area of Contour	Volume of Stage (ft ³)	Acculative Volume (ft ³)
99	5623	1002.94	2774.80
98.8	4406	759.58	1771.86
98.6	3189	534.11	1012.28
98.4	2152	346.67	478.17
98.2	1315	131.50	131.50
98	0	0.00	0.00

Effective Depth= 1.50 ft = 18 in

Perc Rate = 5 min/in
 From Septic Permit

Drain Time= 90.00 min = 1hr 30 min

Area #2 Pond

Average Area Method = $((A1 + A2)/2) * \text{Stage Depth} = \text{Stage Volume (CF)}$

Elevation	Area of Contour	Volume of Stage (ft ³)	Acculative Volume (ft ³)
100.80	8105	617.47	1041.00
100.70	4244.50	300.77	423.53
100.60	1770.90	122.75	122.75
100.50	684.20	0.00	0.00

1517 16TH AVENUE COURT, GREELEY, CO 80631
(970)353-0635 EXT 2225 FAX (970)356-4966

Permit # : SP-9700069 Sec/Twn/Rng:

Status: ~~BOX-HOLD~~ **FINALE**

Permit Type: RREP C-commercial, R-residential * NEW, REPAIR, VAULT

Parcel No: 1309 30

Applied: 03/05/1997

Issued: 6/30/1997

Finalized: 7/17/1997

Location: 7853 HWY 85 FT LUPTON 30-2-66
Legal Desc:

APPLICANT MINTLE DENNY

OWNER FORMBY INC
13015 WCR 16, FT LUPTON, CO 80621
SEPT-INSTL GREIN CONSTRUCTION INC
PO BOX 381, BRIGHTON CO 80601

Phone: 303.857.2787

Phone: (303) 659-3969

Description: HOUSE

Commercial (Y/N): N Residential (Y/N): Y Acres: 3.49

Number of Persons: Basement Plumbing (Y/N): N
Number of Bedrooms: 4 Bathrooms-> Full: 2 3/4: 1/2:
Water Public (Y/N): Utility Name:
Water Private (Y/N): Y Cistern (Y/N): Well (Y/N): Y
Water Permit No:

Percolation Rate: < 5.0 Limiting Zone: 00 ft 00 in Desc: SANDY GRAVEL
% Ground Slope: Dir: Soil Suitable (Y/N): N

Engineer Design Req'd (Y/N): Y In 100 Yr Flood Plain (Y/N):

Minimum Installation

Septic Tank: 1250 gal Absorption Trench: sq. ft.
Absorption Bed: 860 sq. ft.

Actual Installation

Septic Tank: gal Absorption Trench: sq. ft.
Absorption Bed: sq. ft.

NOTICE

The issuance of this permit does not imply compliance with other state, county or local regulatory or building requirements, nor shall it act to certify that the subject system will operate in compliance with applicable state, county and local regulations adopted pursuant to Article 10, Title 25, CRS as amended, except for the purpose of establishing final approval of installed system for issuance of a local occupancy permit pursuant to CRS 1973 25-10-111 (2).

This permit is not transferable. The Weld County Health Department reserves the right to impose additional terms and conditions required to meet our regulations on a continuing basis. Final permit approval was contingent upon the final inspection of the completed system by the Weld County Health Department.

x *Pam Smith*

Environmental Specialist

7/17/97
Date



Waiting on Engineer Plan

Alles Taylor & Duke

COMMERCIAL ON-SITE WASTEWATER TREATMENT SYSTEM (OWTS) INSTALLATION PERMIT (New or Repair)

COPY

NEW OR REPAIR COMMERCIAL OWTS PERMIT FEE: \$850.00

- All payments are due at the time of application submittal; by cash, check or credit card
- Incomplete applications will not be accepted (Site and soils evaluation, engineer design document, along with site plan must be included)

PARCEL NO.: PT E2NE4 LOTA (12 DIGIT NUMBER)
 LEGAL DESCRIPTION: SECTION 30 TOWNSHIP 2N RANGE 166 ACRES 3.5
 SUBDIVISION _____ LOT _____ BLOCK _____ FILING _____
 INFORMATION CAN BE OBTAINED FROM THE ASSESSOR'S OFFICE AT (970) 353-3845 EXT 3650, OR ON THE COUNTY WEBSITE UNDER PROPERTY INFORMATION. Link to property information:
<http://www.co.weld.co.us/Departments/Assessor/PropertyInformationPortal/index.html>

SITE ADDRESS 7853 Highway 85, Fort Lupton CO 80621
 DETAILED DIRECTIONS TO SITE (ATTACH MAP) _____

PROPERTY OWNER: Manuel + Anita Baldera
 MAILING ADDRESS: 2732 CR 27 CITY Fort Lupton ST CO ZIP 80621
 HOME PHONE: (303) 857-9770 WORK PHONE (303) 857-9770 FAX (303) 857-9770
 EMAIL ADDRESS: anita.baldera@303@gmail.com

APPLICANT NAME: _____
 MAILING ADDRESS: _____ CITY _____ ST _____ ZIP _____
 HOME PHONE: () _____ WORK PHONE () _____ FAX () _____
 EMAIL ADDRESS: _____

PROPOSED USE (Refer to Table 30-6-2 of the Weld County OWTS Regulations for Average Wastewater Flow):

- MULTI-FAMILY/BOARDING HOMES/MOBILE HOME PARKS**
 TYPE OF USE (Ex. mobile home park, boarding home, triplex): _____
 NUMBER OF PERSONS (i.e. boarding homes): _____
 NUMBER OF BEDROOMS or SPACES (i.e. mobile home parks): _____
- COMMERCIAL/INDUSTRIAL**
 TYPE OF USE (Ex. repair shop, office, dog kennel, restaurant): _____
 NUMBER OF EMPLOYEES: _____
 FLOOR DRAINS EXISTING OR PROPOSED: YES _____ NO X
- RECREATIONAL/INSTITUTIONAL**
 TYPE OF USE (RV Park, day camp, church, school, public pool): _____

EPA CLASS V INJECTION WELL INVENTORY REQUEST FORM COMPLETED: YES _____ NO _____

WATER SOURCE:

- PUBLIC WATER SUPPLY (NAME OF SUPPLY) _____
- INDIVIDUAL WELL (PERMIT #) _____
- CISTERN (PERMIT #) _____



DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
 1555 N. 17th Avenue
 Greeley, CO 80631

www.weldhealth.org



Public Health
 Prevent. Promote. Protect.

Health Administration
 Vital Records
 Tele 970 304 6410
 Fax 970 304 6412

Public Health & Clinical
 Services
 Tele 970 304 6420
 Fax 970 304 6416

Environmental Health
 Services
 Tele 970 304 6415
 Fax 970 304 6411

Communication,
 Education & Planning
 Tele 970 304 6470
 Fax 970 304 6452

Emergency Preparedness
 & Response
 Tele 970 304 6420
 Fax 970 304 8459

Our vision Together with the communities we serve we are working to make Weld County the healthiest place to live, learn, work and play

Septic Permit New

Application Number: SP-1500410
Owner Name: BALDERAS MANUEL
Site Address: 7853 HWY 85
 FORT LUPTON, CO 80621

App Type: Health\Commercial\New OWTS\Septic
 BOB WRIGHT
 ALLES TAYLOR DUKE LLC
 3610 35 AVE UNIT #6

Parcel Number: 130930100034-R7435298
Legal Desc: PT E2NE4 30-2-66 LOT A REC EXEMPT RE-2012

Application Status:
 Final Pending
Applied Date:
 12/04/2015
Intake Person:
 CSALAZAR
Permit Expiration Date:

Work Description: SHOP

EHS SEPTIC GENERAL:

Associated Disaster Permit	No
Location Description	7859 US HWY 85 FT LUPTON
Number of Persons	8
Parcel Acres	3.5
Private Water Supply Permit Reference Number	69339-F
Public Water Supply	No
Waive Fees	No

EHS PERC TEST (SITE) :

Engineer Design Required	Yes
Engineer Job Number	2015-176
Ground Slope	0
In 100 Year Flood Plain	No
Limiting Zone Feet	5
Limiting Zone Qualifier	Equal To
Long Term Acceptance Rate	0.6
Profile Pits	2
Soil Type	2
Soil Type Suitable	Yes
Treatment Level	Level 1

SEPTIC SIZING INFORMATION:

From the application information supplied and the on-site soil percolation data the following minimum installation specifications are required according to the Engineer's evaluation:

Engineer's Specified Installation Recommendations:

Engineer Design Absorption Area Specified	105
Engineer Design Chamber Specified	Quick 4 Standard or High Capacity
Engineer Design Number of Chambers Specified	10
Engineer Septic System Design Type Specified	Chambers-Trench
Septic Tank Size	1000

CONDITIONS:

Description: Permit Conditions

Comment: Construct onsite wastewater treatment system according to Engineer design. Onsite wastewater treatment system must be 10 feet from property line. A lift station may be required if gravity flow cannot be achieved. Install the soil treatment area within 50 feet of the soils test location. Place bottom of new soil treatment area no deeper than one foot below original grade. Septic tank must be at least 50 feet from any well. Soil treatment area must be at least 100 feet from any well. Building sewer or effluent lines must be 50 feet from any well unless the lines are encased. All easements shall be verified prior to installation of septic system. All Weld County regulations are applicable.

INSPECTION RESULT:

Description: Site
Comment:

Status: Approved to Issue

NOTICE

This permit is granted temporarily to allow construction to commence. This permit may be revoked or suspended by the Weld County Department of Public Health and Environment for reasons set forth in the Weld County Onsite Wastewater Treatment System Regulations including failure to meet any term or condition imposed thereon during temporary or final approval. The issuance of this permit does not constitute assumption by the department or its employees of liability for the failure or inadequacy of the sewage disposal system. This permit is non-transferable and non-refundable. Before issuing final approval of this permit the Weld County Department of Public Health and Environment reserves the right to impose additional terms and conditions required to meet our regulations on a continuing basis. Final permit approval is contingent upon the final inspection of the completed system by the Weld County Department of Public Health and Environment.

James Talouris

December 16, 2015

Environmental Health Specialist

Date

STATE OF COLORADO

Region 4 Traffic Section
1420 2nd St.
Greeley, Colorado 80631
(970) 350-2148 Fax:(970) 350-2198



September 22, 2011

ATTN:
Manuel Balderas
7853 State Highway 85
Fort Lupton, CO 80621

**RE: State Highway Access Permit No. 409041, Located on Highway 85, Milepost 244.09,
in Weld County**

I am pleased to inform you that your access project #409041 at mile marker 244.090 on SH 85 is accepted and considered complete by the Colorado Department of Transportation.

Thank you for your cooperation in complying with the permit process.
The 2-year warranty period, in accordance with the permit terms and access code, will begin on 9/22/2011 and end on 9/21/2013.

Respectfully,

A handwritten signature in blue ink, appearing to read "Lee Ireton", is written over a horizontal line.

Lee Ireton
Region IV Access Inspector
Ph 970-350-2147

cc: file

**COLORADO DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ACCESS CODE
NOTICE TO PROCEED**

CDOT Permit No. **408035**

SH/SMP
85 C / 244.090 / L

Local Jurisdiction
Weld County

Permittee(s):
Manuel Balderas

Applicant:
Manuel Balderas

7853 State Highway 85
Fort Lupton, CO 80621

7853 State Highway 85
Fort Lupton, CO 80621

The permittee is hereby authorized to proceed with access construction within state highway right-of-way in accordance with the above referenced State Highway Access Permit and this Notice to Proceed.

This Notice to Proceed is valid only if the referenced Access Permit has not expired. Access Permits expire one year from date of issue if not under construction, or completed. Access Permits may be extended in accordance with Section 2.3(11)(d), of the Access Code.

Adequate advance warning is required at all times during access construction, in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permittee or applicant shall notify the Department prior to commencing construction as indicated on the Access Permit.

Both the Access Permit and this Notice To Proceed shall be available for review at the construction site.

This Notice to Proceed is conditional. The following items shall be addressed prior to or during construction as appropriate.

Municipality or County Approval (When the appropriate local authority retains issuing authority)

By (X)	Title	Date
-----------	-------	------

This Notice is not valid until signed by a duly authorized representative of the Department

Colorado Department of Transportation

By (X) <i>G. H. Hice</i>	Title <i>Permit Supv</i>	Date <i>4/29/08</i>
-----------------------------	-----------------------------	------------------------

Copy distributions

Required:

1. Region (original)
2. Applicant
3. Staff Access Section

Make copies as necessary for:

Local Authority
MTCE Patrol
14-Fort Lupton

Inspector *Linda McWilliams*
Traffic Engineer

Form 1265 8/98, 6/99

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT			CDOT Permit No. 408035
			State Highway No/Mp/Side 85 C / 244.090 / L
Permit fee \$100.00	Date of transmittal 4/14/2008	Region/Section/Patrol 4 / 01 / 14-Fort Lupton	Local Jurisdiction Weld County

The Permittee(s); Manuel Balderas 7853 State Highway 85 Fort Lupton, CO 80621 303-857-9770	Applicant: Manuel Balderas 7853 State Highway 85 Fort Lupton, CO 80621 303-857-9770	Ref No.:
---	--	-----------------

Is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit. Including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the issuing authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.

Location: This access is located on State Highway 85, a distance of 475 feet north of mile post 244 on the west/left side.

Access to Provide Service to:	(Land Use Code:)	(Size or Count)	(Units)
	210 - Single-Family Detached Housing	10	ADT
	840 - Impound Yard	1	ADT

Additional Information:

MUNICIPALITY OR COUNTY APPROVAL
Required only when the appropriate local authority retains issuing authority.

Signature	Print Name	Title	Date
-----------	------------	-------	------

Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.

The permittee shall notify Linda McWilliams with the Colorado Department of Transportation in Greeley, Colorado at (970) 350-2147, at least 48 hours prior to commencing construction within the State Highway right-of-way.

The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.

Permitted Signature	Print Name	Date
	MANUEL BALDERAS	4-21-08

This permit is not valid until signed by a duly authorized representative of the Department.

Signature	Print Name	Title	Date (of issue)
	GLORIA HICE-IDLER	PERMIT SUPV	4/29/08



Anita Balderas <anitabalderas303@gmail.com>

Permit #409041

1 message

Hice-Idler, Gloria <gloria.hice-idler@state.co.us>
To: anitabalderas303@gmail.com

Wed, Nov 4, 2015 at 12:39 PM

Anita,

Thank you for your phone call.

Based upon our conversation, it's my position that no new access permit will be required with the addition of a new building. Your State Highway Access Permit #409041 received it's final inspection on September 22, 2011.

CDOT has no further comment regarding your proposal.

If you have any questions, please contact me.

Gloria Hice-Idler
Region 4 Permits Manager
Region 4 Permits Unit - Traffic



COLORADO
Department of Transportation
Region 4

P 970.350.2148 | C 970.381.2475 | F 970.350.2198

PLEASE NOTE ADDRESS CHANGE EFFECTIVE NOV 9, 2015

10601 W. 10th Street, Greeley, CO 80634

gloria.hice-idler@state.co.us | www.coloradodot.info | www.cotrip.org



REFERRAL RESPONSES

From: [J.C. York](#)
To: [Alyssa Knutson](#)
Cc: [Todd Hodges](#); [Mari Pena](#)
Subject: RE: 85 Pawn and Sales (Balderas) Site Plan; Case No. SPR2015-003
Date: Monday, January 04, 2016 7:48:53 PM

Alyssa –

We reviewed the submittal and don't have any comments. We will want to see as-built survey of the detention/water quality capture areas when the grading of these areas is completed to confirm the volumes are per the design provided.

Regards,

J.C.

J.C. York, P.E.

J&T Consulting, Inc.
305 Denver Avenue, Suite D
Fort Lupton, CO 80621

Office: (303) 857-6222
Mobile: (970) 222-9530
FAX: (303) 857-6224

From: Alyssa Knutson [mailto:AKnutson@fortlupton.org]
Sent: Wednesday, December 16, 2015 9:44 AM
Cc: Todd Hodges; Mari Pena
Subject: 85 Pawn and Sales (Balderas) Site Plan; Case No. SPR2015-003

Good Morning,

The documentation located at the link <http://co-fortlupton.civicplus.com/527/85-Pawn-and-Sales-Balderas> is submitted to you for review and recommendation for a site plan application. Any comments you consider relevant to this request would be appreciated. Please reply by **January 4, 2016** so that we may give full consideration to your recommendation. Any response not received before or on this date may be deemed to be a favorable response to the Planning & Building Department. If you have any questions, you may either contact me or Todd A. Hodges, Planning Director, at 303-857-6694.

The hearings for this matter are scheduled for **Tuesday, January 19, 2016 at 6:00 P.M.** with the Fort Lupton Planning Commission and **Monday, February 1, 2016 at 7:00 P.M.** with the Fort Lupton City Council.

Comments may be sent via mail, faxed to 303.857.0351 or emailed to thodges@fortlupton.org and aknutson@fortlupton.org.

Your time in this matter is greatly appreciated!

Alyssa Knutson
Planner
130 S. McKinley Ave.
Fort Lupton, CO 80621
Office: 303.857.6694
Direct: 720.466.6128
Mobile: 303.304.4498



This institution is an equal opportunity provider and employer.



COLORADO
Division of Water Resources
Department of Natural Resources

1313 Sherman Street, Room 821
Denver, CO 80203

December 17, 2015

Alyssa Knutson, Planner
City of Fort Lupton
Fort Lupton Planning Commission
Transmission via email: aknutson@fortlupton.org

Re: 85 Pawn and Sales (Balderas) Site Plan
Case No: SPR2015-003
NE1/4 of the NE1/4 of Sec. 30, Twp. 2N, Rng. 66W, 6th P.M.
Water Division 1, Water District 2

Dear Ms. Kuntson:

Pursuant to Section 30-28-136, C.R.S. the State Engineer's office will provide an opinion on water supply plans for new subdivisions regarding material injury to existing water rights or the adequacy of the proposed plan if a referral is submitted to this office by the board of county commissioners. This referral was submitted to this office from the City of Fort Lupton therefore, pursuant to the State Engineer's March 4, 2005 and March 11, 2011 memorandums to the county planning directors, this office will only perform a cursory review of the referral information and provide comments. The comments do not address the adequacy of the water supply plan for this project or the ability of the water supply plan to satisfy any County regulations or requirements. In addition, **the comments provided herein cannot be used to guarantee a viable water supply plan or infrastructure, the issuance of a well permit, or the physical availability of water.**

According to the information submitted the proposal is for a site plan for an auto pawn and sales facility. The site will employ one or two people depending on the demand and in the future will increase to five or more employees. No information was provided on the proposed water supply for this site plan however this office identified two wells located on the property operating under permit nos. 69339-F and 276601.

Permit no. 69339-F was issued on May 18, 2010 for the amount of water in the Laramie-Fox Hills aquifer underlying a 3.5 acres parcel located in the NE1/4 of the NE1/4 of Section 30, Township 2 North, Range 66 West of the 6th P.M. The well is permitted for the commercial purposes, with an annual appropriation not to exceed 0.84 acre-feet. The permitted uses are consistent with the proposed use for this site. This office has no objection to the proposed site plan for the property as long as well permit no. 69339-F is operated in accordance with the terms and conditions of the well permit.

Well permit no. 276601 was registered on February 5, 2008 for fire protection, ordinary household purposes inside one single family dwelling, the watering of domestic animals and poultry, and the irrigation of not more than one acre of home gardens and lawns. As permitted the existing well, permit no. 276601 cannot be used to supply water to the commercial business on the property.

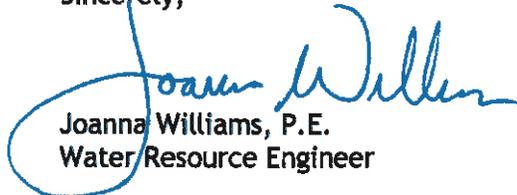


85 Pawn and Sales (Balderas)
December 17, 2015
Page 2 of 2

Therefore if the existing well is being used to supply water to the commercial business on the property the Applicant must obtain a commercial well permit for this well. A well permit application would be evaluated at the time it is received in this office.

If you or the applicant has any questions regarding any of the information contained herein, please contact Ioana Comaniciu of this office.

Sincerely,



Joanna Williams, P.E.
Water Resource Engineer

JMW/idc:

Cc: Permit files: 69339-F and 276601



Fort Lupton Fire Protection District

1121 Denver Avenue • Fort Lupton, Colorado 80621

Office: (303)857-4600 • Fax: (303)857-6619 • Website: www.fortluptonfire.org

Date: 12/23/2015

Project name: 85 Pawn and Sales

Project address: 7853 Highway 85

FLFPD Project # 2015-69

Plan reviewer: Randall S. Weigum

The Fire District has reviewed the submitted Site Development plans for the 85 Pawn and Sales new building located at 7853 Highway 85, Fort Lupton, CO 80621. The plans were reviewed for compliance with *2012 International Fire Code (IFC)* as adopted by the Fort Lupton Fire Protection District and the City of Fort Lupton. The plans are approved with the following specific and general requirements.

Specific Requirements:

1. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). *2012 IFC 503.2.1*
2. The installation of security gates across a fire apparatus access road shall be approved by the fire chief. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200. *2012 IFC 503.6*
3. New buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained. *2012 IFC 505.1*
4. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the fire code official. *2012 IFC 506.1*



Fort Lupton Fire Protection District

1121 Denver Avenue • Fort Lupton, Colorado 80621

Office: (303)857-4603 • Fax: (303)857-6619 • Website: www.fortluptonfire.org

a. The Fort Lupton Fire Protection District uses the Knox Box type lock box. The type and size will be determined during the construction process.

5. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. *2012 IFC 507.1*

Whenever there are practical difficulties involved in carrying out the provisions of this code, the fire code official shall have the authority to grant modifications for individual cases, provided the fire code official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the files of the department of fire prevention. *2012 IFC104.8*

a. The Fort Lupton Fire Protection District understands that having the applicable water supply and fire hydrant required by Appendix B and C of the 2012 IFC (1,500 gpm for 2 hours) would be impractical for the size and use of the building because there is no water supply close to the site.

b. The Fort Lupton Fire Protection District is using Section 104.8 to require a commercial fire alarm in accordance with National Fire Protection Association Standard 72 in lieu of the required water supply and fire hydrant.

General Requirements

1. Three sets of engineer stamped drawings shall be submitted to the Fort Lupton Fire Protection District located at 1121 Denver Avenue, Fort Lupton, CO 80621 for review prior to construction beginning.

2. The plan review application fee is due upon submittal of the construction drawings. The fire alarm plan review will require an additional plan review submittal and fee. The fire alarm plan review will be submitted by your fire alarm contractor. The Fort Lupton Fire Protection District accepts check or cash for the plan review fee applications.

3. The plan review application and plan review fee schedule is located at <http://fortluptonfire.org/contractors/>.

From: [Marisa Dale](#)
To: [Alyssa Knutson](#)
Cc: [Todd Hodges](#); [Mari Pena](#)
Subject: RE: 85 Pawn and Sales (Balderas) Site Plan; Case No. SPR2015-003
Date: Tuesday, December 22, 2015 11:00:52 AM
Attachments: [Marisa Dale.vcf](#)

Hello Alyssa,

Thank you for allowing United Power, Inc. the opportunity to review and respond to the 85 Pawn and Sales (Balderas) Site Plan; Case No. SPR2015-003 referral.

United Power, Inc. has no comment.

Thank you,
Marisa

Marisa Dale
United Power, Inc.
Right of Way Specialist

(303) 637-1387 Work
(720) 334-5282 Mobile
mdale@UnitedPower.com
500 Cooperative Way
Brighton, CO 80603

From: Alyssa Knutson [mailto:AKnutson@fortlupton.org]
Sent: Wednesday, December 16, 2015 9:44 AM
Cc: Todd Hodges; Mari Pena
Subject: 85 Pawn and Sales (Balderas) Site Plan; Case No. SPR2015-003

Good Morning,

The documentation located at the link <http://co-fortlupton.civicplus.com/527/85-Pawn-and-Sales-Balderas> is submitted to you for review and recommendation for a site plan application. Any comments you consider relevant to this request would be appreciated. Please reply by **January 4, 2016** so that we may give full consideration to your recommendation. Any response not received before or on this date may be deemed to be a favorable response to the Planning & Building Department. If you have any questions, you may either contact me or Todd A. Hodges, Planning Director, at 303-857-6694.

The hearings for this matter are scheduled for **Tuesday, January 19, 2016 at 6:00 P.M.** with the Fort Lupton Planning Commission and **Monday, February 1, 2016 at 7:00 P.M.** with the Fort Lupton City Council.

Comments may be sent via mail, faxed to 303.857.0351 or emailed to thodges@fortlupton.org and aknutson@fortlupton.org.

Your time in this matter is greatly appreciated!

Alyssa Knutson
Planner
130 S. McKinley Ave.

Fort Lupton, CO 80621

Office: 303.857.6694

Direct: 720.466.6128

Mobile: 303.304.4498



COME PAINT YOUR FUTURE WITH US

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January 18, 2016

VIA E-MAIL

City of Fort Lupton - Planning & Building
Ms. Alyssa Knutson - Planner
130 S. McKinley Ave.
Fort Lupton, CO 80621
aknutson@fortlupton.org

**NOTICE OF OIL AND GAS LEASEHOLD INTERESTS OWNED BY KERR-McGEE
OIL & GAS ONSHORE LP AND OBJECTION**

Re: 85 Pawn and Sales
Township 2 North, Range 66 West, 6th P.M.
Section 30: Part of the NE/4 ("Application Property")
Weld County, Colorado

Ms. Knutson:

This letter is being sent by Anadarko Petroleum Corporation on behalf of its subsidiary Kerr-McGee Oil & Gas Onshore LP ("KMG" or the "Company") to inform you KMG is the owner of valid oil and gas leases underlying all or parts of Section 30, Township 2 North, Range 66 West ("Leased Lands"), for which the City of Fort Lupton is reviewing an application for a site plan for property located at 7853 Highway 85, Fort Lupton, CO. KMG is submitting this comment and objection timely, in accordance with State of Colorado and the City's procedural requirements.

KMG's recorded oil and gas leases are real property interests entitling it to produce oil and gas from the Leased Lands (and, as may be applicable, adjacent lands). The Company has the right to utilize the Application Property to produce from existing wells, to maintain, rework, recompleat, and fracture those existing wells to enhance production, and to drill new wells to produce oil and gas, in accordance with applicable Colorado Oil and Gas Conservation Commission regulations and Colorado Statutes. KMG's oil and gas assets have significant value, and the Company is consequently concerned about any development, surface use, plan of use, PUD, zoning or rezoning, or other action by the City that would impair or preclude its ability to develop its oil and gas interests.

KMG's preferred practice is to meet with surface owners and attempt to conclude a mutually acceptable agreement. KMG must object to any approval by the City for the Applicant's plans that fail to fully accommodate KMG's right to explore for, develop and produce oil and gas from its leasehold interests or the Leased Lands. KMG requests that the City withhold final approval until such time as the Applicant and KMG have concluded the

agreement. Any future surface development plans on the Application Property should incorporate and designate lands to be set aside for mineral development and expressly provide protection for KMG's current and future wells, pipelines, gathering lines and related oil and gas facilities and equipment. The City of Fort Lupton has a statutory obligation to ensure that the property rights of mineral interest owners are accommodated in its land use planning process. Approval of any surface development plan that forecloses the rights of mineral and leasehold owners may be a compensable taking.

Please contact me at 720-929-4313 if you have any questions or comments about this matter. KMG hopes to conclude a mutually acceptable agreement with the surface owner of the property, and we look forward to working with the City to accomplish its land use planning goals.

Sincerely,
KERR-MCGEE OIL & GAS ONSHORE LP



On behalf of

Ali Weaver
Landman

cc: Susan Aldridge, Senior Counsel – Anadarko Petroleum Corporation
Ron Olsen – Kerr-McGee Oil & Gas Onshore LP
Travis Book – Kerr-McGee Oil & Gas Onshore LP
Mike Brotzman – Kerr-McGee Oil & Gas Onshore LP
Todd Hodges – City of Fort Lupton (thodges@fortlupton.org)

LEGAL NOTIFICATIONS

CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on the 4th day of January 2016, a true and correct copy of the foregoing Notice of Public Hearings and site plan map for 85 Pawn and Sales was sent via United States Mail, postage pre-paid, to the following addresses:

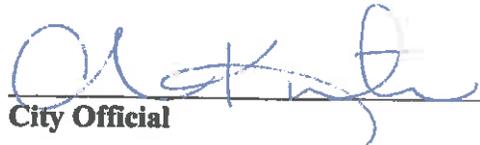
Busker LTD
2264 Long Lake Road
Detroit Lakes, MN
56501-7970

Mark & Betty Ottesen
P.O. Box 461
Salida, CO 81201-0461

Manuel & Anita Balderas
7853 U.S. Hwy. 85
Fort Lupton, CO 80621-8809

I, the undersigned, further certify that on the 4th day of January 2016, a true and correct copy of the foregoing Notice of Public Hearings and site plan map for 85 Pawn and Sales was sent via certified mail, return-receipt requested, to the following addresses:

Kerr-McGee Oil & Gas Onshore LP
Attn: Land Manager/Wattenberg
1099 18th Street, #1500
Denver, CO 80202



City Official



**CITY OF FORT LUPTON
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a site plan review for 85 Pawn and Sales, an auto pawn and sales building, on the property located at 7853 Highway 85, Fort Lupton, Colorado in the I-2 Heavy Industrial Zone District, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on January 19, 2016, at 6:00 P.M., and before the City Council on February 1, 2016, at 7:00 P.M. or as soon as possible thereafter.

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

ALL INTERESTED PERSONS MAY ATTEND.

LEGAL DESCRIPTION

LOT A OF RECORDED EXEMPTION NO. 1309-30-1-RE2012, RECORDED SEPTEMBER 9, 1997 IN BOOK 1625 AS RECEPTION NO. 2567951, BEING A PART OF THE EAST ½ OF NORTHEAST ¼ OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

Sign Posting Affidavit
85 Pawn & Sales
Project No. SPR2015-003



U.S. Highway 85

I, Anita Balderas hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on the 2nd day of January, 2016.

Anita Balderas

Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by Anita Balderas this 7th day of January, 2016. Witness my hand and seal.

My commission expires 2/21/2017

MARICELA PEÑA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134010975
MY COMMISSION EXPIRES FEBRUARY 21, 2017
(SEAL)

Maricela Peña
Notary Public

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

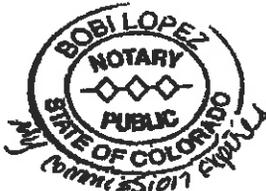
I, Tim Zeman, do solemnly swear that I am the Publisher of the **Fort Lupton Press** is a weekly newspaper printed and published in the County of Weld State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said county of Weld for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of **ONE** consecutive insertion(s) and that the first publication of said notice was in the issue of newspaper, dated 30th day of December 2015 the last on the 30th day of December 2015



Managing Editor, Subscribed and sworn before me, this 30th day of December 2015



Notary Public.



My Commission Expires February 2, 2018

**CITY OF FORT LUPTON NOTICE OF
PUBLIC HEARING**

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**ALL INTERESTED PERSONS MAY
ATTEND.**

Legal Description

LOT A RECORDED EXEMPTION NO. 1309-30-1RE2012. RECORDED SEPTEMBER 9, 1997 IN BOOK 1625 AS RECEIPTION NO. 2567951, BEING A PART OF THE EAST 1/2 OF NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 2 NORTH, RANGE #6 WEST OF THE 6TH P.M. COUNTY OF WELD, STATE OF COLORADO.

Published in the Fort Lupton Press
December 30, 2015

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-014

**APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH WELD COUNTY FOR FUNDING OF
THE 14TH STREET PROJECT IN THE AMOUNT OF \$150,000**

I. **Agenda Date:** Council Meeting – February 1, 2016

II. **Attachments:** a. Intergovernmental Agreement

III. **Summary Statement:**

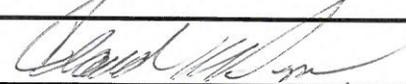
The City applied for a Department of Local Affairs grant to install storm sewer, sewer, water, and paving of 14th street between highway 85 and Denver Avenue. DOLA awarded the grant, however they lowered their share of funding for the project. The Mayor approached Weld County to assist in funding this project because of the county traffic on that roadway. The Board of County Commissioners gave temporary approval to fund \$150,000 towards this project.

IV. **Fiscal Note:** _____

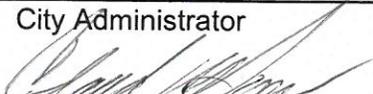
Finance Department Use Only



Finance Director

V. **Submitted by:** 

City Administrator

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 applied for a Department of Local Affairs grant to install storm sewer, sewer, water, and paving of 14th street between highway 85 and Denver Avenue. DOLA awarded the grant, however they lowered their share of funding for the project. The Mayor approached Weld County to assist in funding this project because of the county traffic on that roadway. The Board of County Commissioners gave temporary approval to fund \$150,000 towards this project.

The included Intergovernmental Agreement gives our acceptance of this contribution as well as authority for Weld County to fund the project.

X. Legal/Political Considerations:

None

XI. Alternatives/Options:

None

XII. Financial Considerations:

This action would assist in our matching portion of the 14th Street project, so the financial impact is positive.

XIII. Staff Recommendation:

Staff recommends authorizing the Mayor to sign the Intergovernmental Agreement with Weld County so they can provide \$150,000 funding towards the 14th street project.

INTERGOVERNMENTAL AGREEMENT
FOR CONTRIBUTION FOR ROADWAY IMPROVEMENTS FOR
WELD COUNTY ROAD 14.5 (14TH STREET), BETWEEN DENVER
AVENUE AND U.S. HIGHWAY 85

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the City of Fort Lupton, Colorado, a municipal corporation of the State of Colorado, whose address is 130 S. McKinley Avenue, Ft. Lupton, CO 80621, hereinafter referred to as "FT. LUPTON" and the County of Weld, State of Colorado, by and through the Board of County Commissioners of the County of Weld, Colorado whose address is P.O. Box 758, 1150 "O" Street, Greeley, Colorado 80632, hereinafter referred to as "WELD COUNTY."

WITNESSETH:

WHEREAS, FT. LUPTON has operational and maintenance jurisdiction of WCR 14.5 (14th Street), from Denver Avenue thence heading west to U.S. Highway 85, hereinafter referred to as "WCR 14.5 FT. LUPTON," and

WHEREAS, FT. LUPTON wishes to make certain road improvements to WCR 14.5 FT. LUPTON as described and detailed herein, hereinafter referred to as the "PROJECT," and

WHEREAS, although FT. LUPTON has operational and maintenance jurisdiction of WCR 14.5 FT. LUPTON and intends to construct the PROJECT, Ft. Lupton desires to request contribution from WELD COUNTY to pay a portion of the costs of said construction, and WELD COUNTY agrees to said payment, because of the benefit of such PROJECT to transportation in the area, and

WHEREAS, both parties to this Agreement are authorized to enter into said Agreement by C.R.S. Sec. 29-1-203 and the Colorado Constitution Article XIV, Sec. 18(2), for the purpose of achieving greater efficiencies for the provision of services to the public.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **TERM:** The term of this Agreement shall be from the date first written above to and until such time as the PROJECT described herein shall be completed.
2. **DESCRIPTION OF IMPROVEMENTS:** Generally, the PROJECT'S improvements shall consist of water, sewer, storm drainage, and pavement.
3. **CONTRIBUTION BY WELD COUNTY:** WELD COUNTY agrees to pay to FT. LUPTON the sum of \$150,000 as a contribution to PROJECT.

4. ENTIRE AGREEMENT: This writing, together with the exhibits attached hereto, constitutes the entire Agreement between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

5. NO THIRD PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be incidental beneficiary only.

6. SEVERABILITY: If any term or condition of this Intergovernmental Agreement shall be held to be invalid, illegal, or unenforceable, this Intergovernmental Agreement shall be construed and enforced without such provision to the extent that this Intergovernmental Agreement is then capable of execution within the original intent of the parties hereto.

7. MODIFICATION AND BREACH: This Intergovernmental Agreement contains the entire Intergovernmental Agreement and understanding between the parties to this Intergovernmental Agreement and supersedes any other Intergovernmental Agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Intergovernmental Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Intergovernmental Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

8. NOTICES: All notices required herein shall be mailed via First Class Mail to the parties' representatives at the addresses set forth below:

FT. LUPTON:

Claud W. Hanes, City Administrator
 130 S. McKinley Avenue
 Ft. Lupton, CO 80621
 Phone: 720-466-6103

WELD COUNTY:

Jay McDonald, Director, Public Works
 P.O. Box 758, 1111 "O" Street
 Greeley, CO 80632
 Phone: 970-304-6496

10. NO WAIVER OF GOVERNMENTAL IMMUNITY: No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate of the day and year first hereinabove written.

ATTEST:

TOWN OF FT. LUPTON, COLORADO

By: _____
Nanette Fornof, Town Clerk

By: _____
Tommy Holton, Mayor

ATTEST:
WELD COUNTY Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

By: _____
(Deputy) Clerk to the Board

By: _____
Mike Freeman, Chair

INTERGOVERNMENTAL AGREEMENT
FOR CONTRIBUTION FOR ROADWAY IMPROVEMENTS FOR
WELD COUNTY ROAD 14.5 (14TH STREET), BETWEEN DENVER
AVENUE AND U.S. HIGHWAY 85

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 18TH day of January, 2016, by and between the City of Fort Lupton, Colorado, a municipal corporation of the State of Colorado, whose address is 130 S. McKinley Avenue, Ft. Lupton, CO 80621, hereinafter referred to as "FT. LUPTON" and the County of Weld, State of Colorado, by and through the Board of County Commissioners of the County of Weld, Colorado whose address is P.O. Box 758, 1150 "O" Street, Greeley, Colorado 80632, hereinafter referred to as "WELD COUNTY."

WITNESSETH:

WHEREAS, FT. LUPTON has operational and maintenance jurisdiction of WCR 14.5 (14th Street), from Denver Avenue thence heading west to U.S. Highway 85, hereinafter referred to as "WCR 14.5 FT. LUPTON," and

WHEREAS, FT. LUPTON wishes to make certain road improvements to WCR 14.5 FT. LUPTON as described and detailed herein, hereinafter referred to as the "PROJECT," and

WHEREAS, although FT. LUPTON has operational and maintenance jurisdiction of WCR 14.5 FT. LUPTON and intends to construct the PROJECT, Ft. Lupton desires to request contribution from WELD COUNTY to pay a portion of the costs of said construction, and WELD COUNTY agrees to said payment, because of the benefit of such PROJECT to transportation in the area, and

WHEREAS, both parties to this Agreement are authorized to enter into said Agreement by C.R.S. Sec. 29-1-203 and the Colorado Constitution Article XIV, Sec. 18(2), for the purpose of achieving greater efficiencies for the provision of services to the public.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall be from the date first written above to and until such time as the PROJECT described herein shall be completed.
2. DESCRIPTION OF IMPROVEMENTS: Generally, the PROJECT'S improvements shall consist of water, sewer, storm drainage, and pavement.
3. CONTRIBUTION BY WELD COUNTY: WELD COUNTY agrees to pay to FT. LUPTON the sum of \$150,000 as a contribution to PROJECT.

2016-0214

4. ENTIRE AGREEMENT: This writing, together with the exhibits attached hereto, constitutes the entire Agreement between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.
5. NO THIRD PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be incidental beneficiary only.
6. SEVERABILITY: If any term or condition of this Intergovernmental Agreement shall be held to be invalid, illegal, or unenforceable, this Intergovernmental Agreement shall be construed and enforced without such provision to the extent that this Intergovernmental Agreement is then capable of execution within the original intent of the parties hereto.
7. MODIFICATION AND BREACH: This Intergovernmental Agreement contains the entire Intergovernmental Agreement and understanding between the parties to this Intergovernmental Agreement and supersedes any other Intergovernmental Agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Intergovernmental Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Intergovernmental Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
8. NOTICES: All notices required herein shall be mailed via First Class Mail to the parties' representatives at the addresses set forth below:

FT. LUPTON:

Claud W. Hanes, City Administrator
130 S. McKinley Avenue
Ft. Lupton, CO 80621
Phone: 720-466-6103

WELD COUNTY:

Jay McDonald, Director, Public Works
P.O. Box 758, 1111 "O" Street
Greeley, CO 80632
Phone: 970-304-6496

10. NO WAIVER OF GOVERNMENTAL IMMUNITY: No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate of the day and year first hereinabove written.

ATTEST:

TOWN OF FT. LUPTON, COLORADO

By: _____
Nanette Fornof, Town Clerk

By: _____
Tommy Holton, Mayor

ATTEST: *Leah G. Mevik*
WELD COUNTY Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

By: *Cheryl L. Hoffmann*
(Deputy) Clerk to the Board



By: *Mike Freeman*
Mike Freeman, Chair

JAN 18 2016

2016-0214

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-015

APPROVE THE PURCHASE OF THE FOLLOWING CARDIO FITNESS EQUIPMENT FROM ADVANCED EXERCISE EQUIPMENT TWO (2) TREADMILLS, AND TWO (2) RECUMBENT BIKES AND ONE (1) UPRIGHT BIKE FOR AN AMOUNT NOT TO EXCEED \$18,050.00.

I. Agenda Date: Council Meeting – February 1, 2016

- II. Attachments:**
- a. Replacement Schedule
 - b. Spec Sheets for Elliptical and Treadmill
 - c. Warranty
 - d. Purchase Recommendation

III. Summary Statement:

The Recreation Center will be replacing cardio equipment under a replacement schedule that will allow us to have all pieces replaced within 5 years. The request replaces the same models and styles the center currently offers for an amount not to exceed \$18,050.00.

IV. Fiscal Note: The 2015 budget was for \$25,000.00

Finance Department Use

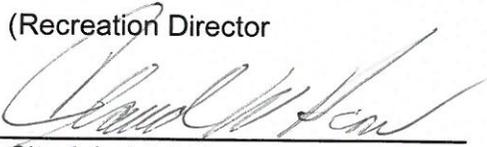

Finance Director

V. Submitted by:



(Recreation Director

VI. Approved for Presentation:


City Administrator

VII. Certification of Council Approval:

City Clerk

Date

VIII. Detail of Issue/Request:

The schedule calls for replacing two (2) treadmills, two (2) recumbent bikes and one (1) upright bike at this time. The heavily used Life Fitness treadmill machines have accumulated the most mileage and need replaced first. The Life Fitness bikes are especially in need of replacement. Advanced Exercise Equipment is the local distributor of the Life Fitness machines. Life Fitness makes the top of the line treadmills and bikes. We will receive a trade-in on the machines as well, but would like to offer them for sell through the department first. If we do not receive at least the trade-in value for them we will trade them in. The trade-in for the recumbent bikes are 400.00 each, upright bike is \$300.00 and for the treadmill they are \$650.00. All of these replaced pieces were purchased originally in 2004.

We feel that patrons get very accustomed to the machines they like therefore it is important to keep the same types of machines in the facility.

Recumbent Bikes -	\$3150.00 * 2 = \$6,300.00
	\$2950.00 * 1 = \$2,950.00
Treadmill -	\$5600.00 * 2 = \$11,200.00
	\$20,450.00
	<u>With trade in should be at least \$2400.00</u>
	\$18,050.00

Freight and Install is included.

IX. Legal/Political Considerations:

There doesn't appear to be any issues.

X. Alternatives/Options:

We discussed possible options of leasing equipment, but feel this will provide the center with a better option.

XI. Financial Considerations:

We had budgeted \$25,000.00 for this project. The quote price is well under budget.

XII. Staff Recommendation:

We recommend purchasing the two (2) recumbent bikes, one (1) upright bike and two (2) treadmills from Advance Exercise Equipment for an amount not to exceed \$18,050.00.



Design | Selection | Experience

AEE Consultant:
Ryan Lenderman
rlenderman@advancedexercise.com
Phone: 303-549-4925
Fax: 303-648-4274

Date: January 05, 2016
Quote Expires: 45 day(s)

Proposal # 017764-R2

Bill to: Fort Lupton Rec Center 203 South Harrison Ave. Fort Lupton, Co 80621 303-857-4200	Ship to: Fort Lupton Rec Center 203 South Harrison Ave. Fort Lupton, Co 80621 Stacey Keanaaina (303) 857-4200 skeanaaina@fortlupton.org
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CARDIO EQUIPMENT

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
CLST-DOMXX	Life Fitness	Integrity Series Classic Treadmill 	<ul style="list-style-type: none"> • 4 H.P. (8 H.P. Peak) AC Motor • 0.5-14 MPH • 0%-15% Elevation • 20" x 60" Running Surface • 28 Workout Programs Including 6 Zone Training Programs • iPod Compatibility on Optional Attachable TV • Integrated TV Controls • USB Charging Port • Heart Rate Monitoring: Life Pulse™ Hand Sensors and Polar® Telemetry • DX3 Deck Belt System • 83"L x 37"W x 62.25"H • 120V Dedicated 20AMP NEMA5-20R Receptacle 	5,600.00	2	\$11,200.00
CLSR-DOMXX	Life Fitness	Integrity Series Classic Recumbent Lifecycle Bike 	<ul style="list-style-type: none"> • 25 Resistance Levels • 26 Workout Programs • Amber LED Display • iPod Compatibility on Optional Attachable TV • Integrated TV Controls • USB Charging Port • Heart Rate Monitoring: Life Pulse™ Hand Sensors and Polar® Telemetry • Recumbent Seat with Built-in Grooves • Self Powered with Optional Power Cord 	3,150.00	2	\$6,300.00
CLSC-DOMXX	Life Fitness	Integrity Series Classic Upright Lifecycle Bike 	<ul style="list-style-type: none"> • 25 Resistance Levels • 26 Workout Programs • Amber LED Display • iPod Compatibility on Optional Attachable TV • Integrated TV Controls • USB Charging Port • Heart Rate Monitoring: Life Pulse™ Hand Sensors and Polar® Telemetry • Comfort Curve Seat with Built-in Grooves • Self Powered with Optional Power Cord 	2,950.00	1	\$2,950.00

TRADE-IN EQUIPMENT						
Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
TRADE-IN NT	AEE	Trade-In Value For Existing Cardio		2,400.00	-1	\$-2,400.00

Comments: Subtotal: **\$18,050.00**

Fort Lupton Commercial Package Discount Applied.

Trade-In Values:	Freight, Delivery and Install:	0.00
Rec. Bikes: \$400.00 ea. x 2 = \$800.00		Taxes As
Treadmills: \$650.00 ea. x 2 = \$1300.00		Applicable
Upright Bike: \$300	Total:	\$18,050.00
Total: \$2400.00		

Shipping, Deliv. Extraction, and Installation Included.

Cust. is Tax Exempt.

Terms & Conditions

Terms: 50% down, balance due on delivery or Net 10 with an approved purchase order. Invoice will be due and payable, based on the original installation date. We accept cash, checks, money orders, and wire transfers of funds.
Special Orders: A 100% prepayment is required for all customized products including but not limited to custom colors, PLAE Sports Flooring and products with logos such as plates, dumbbells and platforms.

Return Policy: A 25% restocking fee, plus freight, will be incurred for all non-custom products returned. Customized products are nonreturnable. A minimum restocking fee of 25%, plus freight, will be incurred for all non-customized products returned.

Bolt Down Requirements: Life Fitness recommends that all strength training equipment be secured to the floor in order to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Life Fitness **requires** that certain strength training equipment (specifically the Synrgy 360S, T, XS, XM, the HD Elite Half Rack/Short Base unit and other products to be used for body weight strap training) be secured to the floor. In the case of Synrgy 360S, T, XS, XM and the Elite HD Half Rack Short Base, the customer acknowledges:

- Customer has determined the proper placement of the equipment to be secured. **Customer Initial** _____
- Customer has identified and informed AEE of the location of any utility, service lines, including but not limited to post tension cables. It is the customer's responsibility to identify the locations of any cables or lines prior to installation. **Customer Initial** _____
- Customer has confirmed that the subfloor consists of no less than 2.5 inches of concrete. **Customer Initial** _____
- Customer has obtained any and all consents to the drilling of holes in the flooring and subflooring. **Customer Initial** _____

If your order includes any of the equipment requiring bolting to the floor, initials are required above and an additional signed waiver will be required to place the order.

Additional products may require bolting to the floor, wall or ceiling. Bolting is not included on these products unless otherwise noted on the quotation. Customer is responsible for bolting these products to meet the manufacturer's requirements. This includes TRX, Core Energy, Boxing mounts and other products that require bolting to the facility structure.

Flooring Installation: Refer to the product specifications to ensure that the sub floor meets the material installation requirements. Freight offloading, inside delivery, adhesive, moisture tests, moisture reducers, base boards, sub floor prep, sub floor cleaning, transition strips and existing floor removal and disposal are not included unless otherwise noted on the quotation.

Storage: We reserve the right to assess storage fees not to exceed 1.5% per month, or fraction thereof and request payment in full on the related customer's invoice, when a customer's original delivery date is delayed by circumstances beyond our control.

Taxes: We collect sales or use taxes only in jurisdictions where we are licensed to do so. Customer agrees to accept sole liability and responsibility to pay for any and all uncollected sales or use tax liabilities, related penalties and interest that arise as a result of the purchase of products and/or services from our company.

Security: Until all products are paid in full, customer hereby grants to, and AEE shall retain, a security interest in and lien on, all products sold to the customer.

I accept the terms and conditions of this quote.

Signature: _____

Name: _____

Date: _____

Customer Requested Install Date: _____



INTEGRITY SERIES CLSR RECUMBENT BIKE

Designed with the same technology and durable components as the Upright Bike, the Recumbent Lifecycle® Exercise Bike brings our legacy of fitness to those who prefer a seated position. This bike also offers a refreshed, non-intimidating console with more options for personalized entertainment, which helps exercisers complete more enjoyable workouts.

PERFORMANCE FEATURES

SEAMLESS COMPATIBILITY WITH IPOD

Connecting an iPod to the console charges the device to provide great motivation to the exerciser through music and, when, an attachable TV is available, video.

INTEGRATED ENTERTAINMENT CONTROLS

Newly integrated controls allow exercisers to skip songs, adjust the volume and change television channels right from the console.

HEART RATE MONITORING

Lifepulse™ digital heart rate monitoring hand sensors are conveniently placed on the handlebars to provide precise heart rate monitoring, and Polar® telemetry provides accurate, "hands-free" heart rate monitoring. (Telemetry requires optional chest strap.)

SELF-POWERED CONVENIENCE

Cordless, so you can place your bikes anywhere in your facility. (Models with optional Attachable TV System require power.)

RELIABLE BELT DRIVE SYSTEM

Custom-designed system is quiet and virtually maintenance free.



Greener with EVERY MOVE

Certain components of our cardio equipment are no longer painted during the manufacturing process, which reduces our carbon footprint. This initiative also lowers the amount of Volatile Organic Compounds (VOCs) released into the air as pollutants.

HIGHLIGHT FEATURE

COMFORT AND CONVENIENCE



The dual-level console lets users manage their workouts and read at the same time. Plus the accessory tray is conveniently placed at the user's side.

RECUMBENT BIKE DETAILS

- Deluxe back support and seat
- Wide Ride™ pedals
- Side and front handlebars
- Dual-level alphanumeric LED console
- Heart rate monitoring
- 29 workouts, including 5 Zone Training+™ workouts and Air Force PRT and Fit Test protocols
- 7 languages
- Integrated reading rack and accessory tray
- Self-powered; optional plug-in accessory
- iPod Compatibility
- Integrated iPod/ TV Controls
- Available with optional Attachable TV System

INTEGRITY
SERIES

CARDIO EQUIPPED FOR EVERYDAY AND BEYOND

LifeFitness
WHAT WE LIVE FOR

INTEGRITY SERIES CLSR RECUMBENT BIKE

SPECIFICATIONS

HEART RATE MONITORING		
Polar® Telemetry (optional chest strap required)		●
Lifepulse™ Digital Heart Rate Monitoring with DSP (Digital Signal Processing)		●
WORKOUTS		
Manual, Quick Start		●
Zone Training+™ Heart Rate Workouts: Cardio, Fat Burn, Heart Rate Hill, Heart Rate Interval, Extreme Heart Rate		●
Interval Workouts: Hill, Random, Around the World, Cascades, Foothills, Interval, Kilimanjaro, Speed Training,		●
Goal Workouts: Watts, Mets, Calories, Distance, Time in Zone		●
Custom Workouts		6
Fitness Test Protocols: Fit Test, Air Force PRT		●
Aerobics Trainer:		●
Customized Cool Down		●
DISPLAY READOUT		
Elapsed Time, Distance, Total Calories Burned, Calories Per Hour, Heart Rate, Watts, METs, Workout Profile, Resistance Level, RPM		●
Language Choices		7
DISPLAY TYPE		
LED: Alphanumeric message center, workout profile and lower level time/level display		●
Numeric Keypad		●
SPECIAL FEATURES		
Integrated Reading Rack		●
Integrated Accessory Tray		●
Side and Front Handlebars		●
Wide Ride™ Pedals		●
Deluxe Back Support and Seat		●
Front Wheels for Easy Mobility		●
On-the-Fly Programming		●
Resistance Levels		25
Plug-in Accessory		○
Service Enhancements: Manger's Optional Settings		●
Networking Capabilities: CSAFE-Ready, FitLinxx™ Certified		●
Attachable TV System		○
iPod® Compatibility	Video capability on attachable TV	○
	On-console playlist management	●
	Charging	●
Integrated iPod/TV controls		●
Flash Programmable		●
TECHNICAL SPECIFICATIONS		
Resistance (Watts)		500
Maximum User Weight		400 lbs (181 kg)
Power Requirements: AC power line, 115 volt, 15 amp (voltage may vary outside U.S.)		○
Self Powered**		●
Auto Start: Brings power to console when user begins pedaling		●
Length		54" (137 cm)
Width		26" (66 cm)
Height		51" (130 cm)
Unit Weight		134 lbs (61 kg)
Warranty ¹	2-year limited warranty on all mechanical and electrical components	●
	1-year labor	●
	Attachable TV System Option: 2-years electrical and mechanical parts; 90 days labor	●

* Optional features are available at an additional charge.
 ** Optional Attachable TV requires external power source.
 † Warranties outside the U.S. may vary. Specifications subject to change.





INTEGRITY SERIES CLST TREADMILL

The next generation of the most popular cardio equipment in fitness facilities delivers unmatched durability through a combination of exclusive features, like our patented FlexDeck™ Shock Absorption System, and the rigorous testing performed by our reliability engineers. This treadmill also offers a refreshed, non-intimidating console with more options for the personalized entertainment, which helps exercisers complete more enjoyable workouts.

PERFORMANCE FEATURES

SEAMLESS COMPATIBILITY WITH IPOD

Connecting an iPod to the console to charges the device to provide great motivation to the exerciser through music and, when, an attachable TV is available, video.

INTEGRATED ENTERTAINMENT CONTROLS

Newly integrated controls allow exercisers to skip songs, adjust the volume and change television channels right from the console.

DX3™ BELT AND DECK SYSTEM

This groundbreaking system combines a lubricant-infused belt, Advanced Belt Tracking System (ABTS™) and our patented FlexDeck™ Shock Absorption System for the ultimate in durability and comfort.

HEART RATE MONITORING

Lifepulse™ digital heart rate monitoring hand sensors are conveniently placed on the easy-to-grip Ergo™ bar to provide walkers with precise heart rate monitoring, and Polar® telemetry provides runners with accurate, "hands-free" heart rate monitoring. (Telemetry requires optional chest strap.)

MOTIVATING WORKOUT VARIETY

Zone Training+™ Workouts automatically adjust the incline level to keep users in their target heart rate zone



Greener with EVERY MOVE

Certain components of our cardio equipment are no longer painted during the manufacturing process, which reduces our carbon footprint. This initiative also lowers the amount of Volatile Organic Compounds (VOCs) released into the air as pollutants

HIGHLIGHT FEATURE

FLEXDECK™
SHOCK
ABSORPTION
SYSTEM



The FlexDeck™ Shock Absorption System reduces knee and joint stress by up to 30% more than non-cushioned surfaces, decreasing the chance for injury. Eight incredibly durable Lifespring™ shock absorbers deliver consistent cushioning.

TREADMILL DETAILS

- DX3™ Belt and Deck System
- Patented FlexDeck™ Shock Absorption System
- Proactive Belt Wear Notification
- 0.5 –14 mph (0.8 –23 kph)
- 0 –15% incline
- Powerful 4 HP AC Continuous Duty (8-HP Peak Duty) motor
- Ergonomically correct handlebars and siderails
- 26-character alphanumeric message center and workout profile
- Heart rate monitoring
- 28 workouts
- 7 languages
- Integrated reading rack and accessory tray
- iPod Compatibility
- Integrated iPod/TV controls
- Available with optional Attachable TV System

INTEGRITY™
SERIES

CARDIO EQUIPPED FOR EVERYDAY AND BEYOND

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WHAT WE LIVE FOR

INTEGRITY SERIES CLST TREADMILL

SPECIFICATIONS

HEART RATE MONITORING		
Polar® Telemetry (optional chest strap required)		●
Lifepulse™ Digital Heart Rate Monitoring with DSP (Digital Signal Processing)		●
WORKOUTS		
Manual, Quick Start		●
Zone Training+™ Heart Rate Workouts: Cardio, Fat Burn, Heart Rate Hill, Heart Rate Interval, Extreme Heart Rate		●
Interval Workouts: Random, Hill, 5K, 10K, Speed Interval Training		●
Goal Workouts: Calories, Distance, Time in Zone		●
Custom Workouts		6
Fitness Test Protocols: Fit Test, WFI Submax Protocol, Navy PRT, Army PFT, Marine PFT, Air Force PRT, Physical Efficiency Battery (PEB)		●
Customized Cool Down		●
DISPLAY READOUT		
Elapsed Time, Distance, Total Calories Burned, Calories Per Hour, Heart Rate, Watts, METs, Workout Profile, Custom Messaging, Speed, Incline, Distance Climbed		●
Language Choices		7
DISPLAY TYPE		
Message Center: 26 character, 7-segment amber LED alphanumeric message center		●
Numeric Keypad		●
SPECIAL FEATURES		
DX3™ Belt and Deck System		●
FlexDeck® Shock Absorption System: 8 Lifespring™ shock absorbers		●
Speed Range: 0.5–14 mph (0.8–23 kph)		●
Rollers: 3.5" (9 cm) precision crowned steel rollers, front and back		●
Elevation		0%–15%
Motor System: 4-HP AC Continuous Duty (8-HP Peak Duty) Motor with MagnaDrive™ motor controller		●
Handlebars and Handrails: Overmolded tubular steel Ergo™ bar		●
Side Handrails		26" (66cm) flared
Integrated Reading Rack		●
Integrated Cup Holders and Accessory Holder		●
Welded Steel Frame, Roller Lift Wheels and Rear Levelers		●
Networking Capabilities: CSAFE-Ready, FitLinxx™ Certified		●
Attachable TV System		○
iPod® Compatibility	Video capability on attachable TV	○
	On-console playlist management	●
	Charging	●
Integrated iPod/TV controls		●
Flash Programmable		●
TECHNICAL SPECIFICATIONS		
Maximum User Weight		400 lbs (181 kg)
Power Requirements: Dedicated 120 volts / 20 amp circuit (voltage may vary outside U.S.)		●
Running Surface: 20 x 60 (51 cm x 152 cm)		●
Length		83" (211 cm)
Width		37" (94 cm)
Height		63.5" (161 cm)
Unit Weight		425 lbs (193 kg)
Step-up Height		11" (28 cm)
Warranty [†]	7-year on Lifespring shock absorbers; 2-year on all electrical components; 1-year on mechanical components and labor	●
	7-year on motor and frame	●
	Attachable TV System: 2-years electrical and mechanical parts; 90 days labor	●

* Optional features are available with the purchase of an Attachable TV at an additional charge.

† Warranties outside the U.S. may vary. Specifications subject to change.





INTEGRITY SERIES CLSC UPRIGHT BIKE

The Integrity Series Upright Lifecycle® Exercise Bike is designed with the advanced engineering and durable components that exemplify our legacy of fitness expertise. Built for easy use, riders of all sizes can adjust the bike seat in seconds to ensure an optimum workout. This bike also offers a refreshed, non-intimidating console with more options for personalized entertainment, which helps exercisers complete more enjoyable workouts.

PERFORMANCE FEATURES

SEAMLESS COMPATIBILITY WITH IPOD

Connecting an iPod to the console charges the device to provide great motivation to the exerciser through music and, when, an attachable TV is available, video.

INTEGRATED ENTERTAINMENT CONTROLS

Newly integrated controls allow exercisers to skip songs, adjust the volume and change television channels right from the console.

COMFORT CURVE™ SEAT WITH EASY ADJUSTMENTS

The convex shape and swept back seat design on our Classic Series Upright Bike provide superior comfort. Ratchet seat adjustment with 27 positions makes it easy for users to adjust the seat height, even while in a seated position.

HEART RATE MONITORING

Lifepulse™ digital heart rate monitoring hand sensors are conveniently placed on the handlebars to provide precise heart rate monitoring, and Polar® telemetry provides accurate, "hands-free" heart rate monitoring. (Telemetry requires optional chest strap.)

SELF-POWERED CONVENIENCE

Cordless, so you can place your bikes anywhere in your facility. (Models with optional Attachable TV System require power.)



Greener with EVERY MOVE

Certain components of our cardio equipment are no longer painted during the manufacturing process, which reduces our carbon footprint. This initiative also lowers the amount of Volatile Organic Compounds (VOCs) released into the air as pollutants.

HIGHLIGHT FEATURE

UNPRECEDENTED
EASE OF USE



No need to move reading material – the dual-level console lets users manage workouts and read all at the same time. Plus, Lifepulse heart rate hand sensors are located in two positions – upright and racing – for comfort and convenience.

UPRIGHT BIKE DETAILS

- Comfort Curve Seat™
- Wide Ride™ pedals
- Ergonomic handlebars
- Dual-level alphanumeric LED console
- Heart rate monitoring
- 29 workouts, including 5 Zone Training+™ Workouts and Air Force PRT and Fit Test protocols
- 7 languages
- Integrated reading rack and accessory tray
- Self-powered; optional plug-in accessory
- iPod Compatibility
- Integrated iPod/ TV Controls
- Available with optional Attachable TV System

INTEGRITY™
SERIES

CARDIO EQUIPPED FOR EVERYDAY AND BEYOND

LifeFitness
WHAT WE LIVE FOR

INTEGRITY SERIES CLSC UPRIGHT BIKE

SPECIFICATIONS

HEART RATE MONITORING		
Polar® Telemetry (optional chest strap required)		●
Lifepulse™ Digital Heart Rate Monitoring with DSP (Digital Signal Processing)		●
WORKOUTS		
Manual, Quick Start		●
Zone Training+™ Heart Rate Workouts: Cardio, Fat Burn, Heart Rate Hill, Heart Rate Interval, Extreme Heart Rate		●
Interval Workouts: Hill, Random, Around the World, Cascades, Foothills, Interval, Kilimanjaro, Speed Training,		●
Goal Workouts: Watts, Mets, Calories, Distance, Time in Zone		●
Custom Workouts		6
Fitness Test Protocols: Fit Test, Air Force PRT		●
Aerobics Trainer:		●
Customized Cool Down		●
DISPLAY READOUT		
Elapsed Time, Distance, Total Calories Burned, Calories Per Hour, Heart Rate, Watts, METs, Workout Profile, Resistance Level, RPM		●
Language Choices		7
DISPLAY TYPE		
LED: Alphanumeric message center, workout profile and lower level time/level display		●
Numeric Keypad		●
SPECIAL FEATURES		
Integrated Reading Rack		●
Integrated Accessory Tray		●
Deluxe Racing Handlebars		●
Wide Ride™ Pedals		●
Ratcheting Seat Adjustment		●
Comfort Curve Seat		●
Front Wheels for Easy Mobility		●
On-the-Fly Programming		●
Resistance Levels		25
Plug-in Accessory		○
Service Enhancements: Manger's Optional Settings		●
Networking Capabilities: CSAFE-Ready, FitLinxx™ Certified		●
Attachable TV System		○
iPod® Compatibility	Video capability on attachable TV	○
	On-console playlist management	●
	Charging	●
Integrated iPod/TV controls		●
Flash Programmable		●
TECHNICAL SPECIFICATIONS		
Resistance (Watts)		500
Maximum User Weight		400 lbs (181 kg)
Power Requirements: AC power line, 115 volt, 15 amp (voltage may vary outside U.S.)		○
Self Powered**		●
Auto Start: Brings power to console when user begins pedaling		●
Length		48" (122 cm)
Width		24" (61 cm)
Height		54" (137 cm)
Unit Weight		107 lbs (49 kg)
Warranty†	2-year limited warranty on all mechanical and electrical components	●
	1-year labor	●
	Attachable TV System Option: 2-years electrical and mechanical parts; 90 days labor	●

* Optional features are available at an additional charge.

** Optional Attachable TV requires external power source.

† Warranties outside the U.S. may vary. Specifications subject to change.



**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-018

APPROVE RESOLUTION 2016Rxxx ACCEPTING AN ANNEXATION PETITION FOR THE FULTON VILLAGE ANNEXATION SUBMITTED BY FULTON VILLAGE, LLC, JAMES LAMBERT AND BARBARA LAMBERT (THE LANDOWNERS) AND TO SET A PUBLIC HEARING DATE FOR MARCH 28, 2016.

- I. **Agenda Date:** Council Meeting – February 1, 2016
- II. **Attachments:**
 - a. Resolution 2016Rxxx
 - b. Land Use Application
 - c. Annexation Petition
 - d. Annexation Map

III. **Summary Statement:**

Fulton Village, LLC, James Lambert and Barbara Lambert have submitted an annexation petition to initiate annexation proceedings for a property located east and adjacent to S. Fulton Ave. and between Lone Pine Street and Kahil Street in Weld County, Colorado. This proposed annexation is known as the Fulton Village Annexation and totals 12.056 acres, more or less. The resolution is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. Approval of the resolution does not constitute approval of the annexation request. Approval of the resolution simply means that there is an interest in considering the annexation petition, with the final decision to be made by City Council at a public hearing on March 28, 2016.

IV. **Fiscal Note:**

Finance Department Use Only

Sean Perino

Finance Director

V. **Submitted by:**

[Signature]

City Planner

VI. **Approved for Presentation:**

[Signature]

City Administrator

VII. **Attorney Reviewed**

_____ Approved _____ Pending Approval

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

IX. Detail of Issue/Request:

Fulton Village, LLC, James Lambert and Barbara Lambert have submitted an annexation petition to initiate annexation proceedings for a property located east and adjacent to S. Fulton Ave. and between Lone Pine Street and Kahil Street in Weld County, Colorado. This proposed annexation is known as the Fulton Village Annexation and totals 12.056 acres, more or less. The proposed zoning is to PUD Planned Unit Development.

The initiating resolution is the first step in the annexation process and is to accept the annexation petition and initiate the two-month (60) day review process that involves, staff, referral agencies, Planning Commission and City Council. The resolution also sets the public hearing date to consider the annexation. If Council adopts the resolution to accept the petition, the petitioners will move on to the next step, which is the review of the proposed annexation, initial zoning, and submitted application documents by the Development Review Team (DRT). Step three is a public hearing on March 28, 2016 and review of the same by the Planning Commission who will provide Council with a recommendation. City Council is then required to act upon the request by ordinance at the public hearing, which is the final step in the process.

X. Legal/Political Considerations:

*State law and the Fort Lupton Municipal Code require the City Council to set a hearing date for the annexation request (Municipal Code Chapter 15). The Council hearing date must not be less than 30 days and not more than 60 days from the date of the resolution of substantial compliance. Staff recommends that the date for the City Council public hearing be set for March 28, 2016. The Planning Commission will conduct a public hearing and make a recommendation on March 8, 2016. **Note that the proposed public hearing date of March 28, 2016 is not a regularly scheduled City Council meeting date. In order to meet the requirement to hold a public hearing within 60 days of acceptance of the petition, staff requests that a special meeting be held.***

According to State annexation law, if the City Council finds the annexation petition and the annexation map in substantial conformance with Section 31-12-107 C.R.S. a resolution may be adopted to initiate annexation proceedings. Section 31-12-107 outlines the requirements for a proper annexation petition and the supporting annexation map. It is the opinion of staff that the petition and annexation map meet the requirements of Section 31-12-107 C.R.S. A finding of substantial conformance does not imply that Council agrees that the property should be annexed; however, a finding that the petition and map do not conform to the requirements is effectively a denial. Staff believes that the petition and annexation map are in substantial conformance with such requirements.

XI. Alternatives/Options:

The City Council has the following three options:

- a) Approve the resolution accepting the annexation petition and initiating the annexation proceedings; or*
- b) Reject the annexation petition at which time the annexation request will not move forward; or*
- c) Delay action on the resolution to gather more information.*

XII. Financial Considerations:

All applicable application fees and fee deposits have been submitted by the applicants.

XIII. Staff Recommendation:

Approve Resolution 2016Rxxx accepting the annexation petition and initiation annexation proceedings for the Fulton Village Annexation and set the public hearing for March 28, 2016.

RESOLUTION NO. 2016Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR AN ANNEXATION KNOWN AS THE FULTON VILLAGE ANNEXATION AND SETTING A PUBLIC HEARING.

WHEREAS, the Fort Lupton City Council has reviewed the annexation petition submitted by Fulton Village, LLC, James Lambert and Barbara Lambert for 12.056± acres and known as the Fulton Village Annexation; and

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

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves Resolution 2016Rxxx initiating annexation proceedings for the Fulton Village Annexation, and sets the hearing date for March 28, 2016, to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 1st DAY OF FEBRUARY 2016.

City of Fort Lupton, Colorado

Tommy Holton, Mayor

Attest:

Nanette S. Fornof, MMC
City Clerk

Approved as to form:

Andy Ausmus, City Attorney



COME PAINT YOUR FUTURE WITH US

Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621
www.fortlupton.org

Phone: 303.857.6694
Greeley: 970.346.0326
Fax: 303.857.0351

DATE: 11/15/15	PROJECT NAME: FULTON VILLAGE
ADDRESS / LOCATION OF PROJECT: NE CORNER OF FULTON AVE. AT LONE PINE ST.	
LEGAL DESCRIPTION (LOT, BLK, TOWNSHIP, RANG.): SEE ATTACHED EXHIBIT 'A'	
Parcel: 147-107-100-005/147-107-100-004	

PLEASE CHECK THE APPROPRIATE ITEM(S):

- | | | |
|--|---|-----------------------|
| <input checked="" type="checkbox"/> ANNEXATION | <input checked="" type="checkbox"/> SKETCH PLAT | ADMIN SITE PLAN |
| <input checked="" type="checkbox"/> INITIAL ZONING | PRELIMINARY PLAT | SITE PLAN |
| CHANGE OF ZONE | FINAL PLAT | PUD SITE PLAN |
| <input checked="" type="checkbox"/> PUD PLAN | AMENDED PLAT | COMP PLAN AMENDMENT |
| SPECIAL USE | BOARD OF ADJUSTMENT | OIL & GAS DEVELOPMENT |
| MINOR SUBDIVISION | | |

PRESENT ZONING: Agriculture	AREA IN ACRES: Parcel: 14.951
	Annexation area: 12.056
PROPOSED ZONING: PUD	PRESENT USE: VACANT
PROPOSED # OF LOTS: 60	PROPOSED # OF DU'S: 79
PROPOSED GROSS FLOOR AREA:	MIN LOT SIZE:
	AVG. LOT SIZE:

PROPERTY / MINERAL OWNER:	PROJECT CONTACT:
NAME: FULTON VILLAGE, LLC BARBARA AND SONNA LAMBERT	NAME: AARON THOMPSON
ADDRESS: 2212 RIDGE RD. / 155 E. BRIDGE ST. LITTLETON, CO 80120 / BRIGHTON, CO 80601	FIRM / COMPANY: APERIO PROPERTY CONSULTANTS, LLC
PHONE:	ADDRESS: 18006 E. GRAND AVE. AURORA, CO 80015
SIGNATURE: 	PHONE: (303) 317-3000
	FAX:
	EMAIL: aaron@aperiopc.com
TITLE: mbr	
DATE: 1/16/16	

FOR OFFICE USE ONLY	DATE RECEIVED: 1/16/16
----------------------------	-------------------------------

**CITY OF FORT LUPTON
GENERAL FEE DEPOSIT SCHEDULE**

ANNEXATION FEE DEPOSITS:

1. ONE TO TEN ACRES	\$ 750.00 PLUS \$10.00 / ACRE
2. ELEVEN TO FIFTY ACRES	\$ 1,000.00 PLUS \$ 8.00 / ACRE
3. FIFTY-ONE TO ONE HUNDRED ACRES	\$ 1,500.00 PLUS \$ 6.00 / ACRE
4. OVER ONE HUNDRED ACRES	\$ 2,000.00 PLUS \$ 4.00 / ACRE

OIL AND GAS EXPLORATION AND DEVELOPMENT PERMIT:

5. REVIEW / PERMIT FEE	\$ 1,100.00
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MINING OR EXTRACTION OF MINERALS PERMIT:

6. THE FIRST TWENTY-FIVE ACRES	\$1,000.00 PLUS \$10.00 / ACRE OR FRACTION THEREOF IN EXCESS OF TWENTY-FIVE ACRES
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ZONING FEE DEPOSITS:

7. ZONING CHANGE	\$ 900.00
8. SPECIAL USE PERMIT (GENERAL)	\$ 900.00
9. SPECIAL USE PERMIT (GRAVEL MINING)	\$ 1,500.00
10. SPECIAL USE PERMIT (DAYCARE)	\$ 250.00
11. BOARD OF ADJUSTMENT	\$ 300.00

SUBDIVISION (PLAT) FEE DEPOSITS:

12. SKETCH PLAT	\$ 900.00
13. PRELIMINARY PLAT	\$ 1,500.00
14. FINAL PLAT	\$ 900.00
15. MINOR SUBDIVISION	\$ 1,500.00
16. PUD (PRELIMINARY AND FINAL)	\$ 2,400.00

SITE PLAN

17. PRELIMINARY SITE PLAN	\$ 900.00
18. FINAL SITE PLAN	\$ 1,500.00

COMPREHENSIVE PLAN AMENDMENT:

19. COMP PLAN AMENDMENT	\$ 1,500.00
-------------------------	-------------

OTHER DEPOSITS:

20. ADMISTRATIVE REVIEW (MINOR)	\$ 500.00
21. AMENDED PLAT (REPLAT) FOR DRAINAGE & UTILITY EASEMENTS	\$ 500.00

22. AMENDED PLAT (LOT LINE ADJUSTMENTS ONLY)	\$ 500.00
23. DEVELOPMENT REVIEW TEAM (DRT)	\$ 250.00 PLUS CONSULTANT EXPENSES
24. OTHER SERVICES PROVIDED BY CITY STAFF	\$ 55.00 / HOUR
25. CITY CONSULTANT SERVICES	AT COST (Escrow) initial amount to be paid at submittal: \$ 5,000.00. Escrow will be maintained based on work completed.

FLOODPLAIN DEVELOPMENT:

26. PERMIT FEE AND REVIEW	\$ 750.00 UP TO TEN ACRES \$ 1,500.00 OVER TEN ACRES
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Total: \$ 5,000.00

FEES ARE NON-REFUNDABLE AND DUE AT TIME OF APPLICATION SUBMITTAL. FEES ARE SET BY CITY COUNCIL BY RESOLUTION. CITY STAFF IS NOT AUTHORIZED TO NEGOTIATE FEES AND CANNOT, UNDER ANY CIRCUMSTANCES, CHANGE, REDUCE, OR AMEND THE FEES SET FORTH IN EXHIBIT A WITHOUT CITY COUNCIL AUTHORIZATION. ESCROW FEES SHALL BE TRACKED THROUGHOUT THE COURSE OF THE APPLICATION PROCESS. ONCE THE INITIAL ESCROW HAS BEEN USED THE CITY WILL REQUIRE ADDITIONAL FUNDS TO COVER CITY CONSULTANT SERVICES.

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

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

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

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

- h. The territory proposed to be annexed does not include any area which is the same or substantially the same area in which an election for an annexation to the City of Fort Lupton was held within the twelve months preceding the filing of this petition.
 - i. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - j. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - k. The territory to be annexed is 12.056 acres in total area.
 - l. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.
 - m. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - n. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
4. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of fifteen (15) copies of an annexation map shall be submitted to the City, produced with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet, on a reproducible medium with outer dimensions of twenty-four (24) by thirty-six (36) inches, containing the following information:
 - a. The date of preparation, the scale and a symbol designating true north.
 - b. The name of the annexation.
 - c. The names, addresses and phone numbers of the applicant and the firm or person responsible for preparing the annexation map.
 - d. The legal description.
 - e. Distinction of the boundary that is contiguous to the City and the length of same.
 - f. Lot and block numbers if the area is already platted.
 - g. Existing and proposed easements and rights-of-way.

- h. Existing and requested zoning and acreage of each requested zone.
 - i. Ownership of all parcels within and adjacent to the annexation.
 - j. Appropriate certification blocks as directed by the Planning Department.
5. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of fifteen (15) copies of a master plan shall be submitted to the City of Fort Lupton, produced with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet, on a reproducible medium with outer dimensions of twenty-four (24) by thirty-six (36) inches, containing the following information.
- a. The date of preparation, the scale and a symbol designating true north.
 - b. The name of the annexation.
 - c. The names, addresses and phone numbers of the applicant and the firm or person responsible for preparing the master plan.
 - d. Existing and proposed easements and rights-of-way.
 - e. Block numbers and lot numbers with approximate dimensions.
 - f. Proposed gross and net residential density.
 - g. Existing watercourses with adequate easements for flood control.
 - h. Designation of all public sites to be reserved and dedicated.
 - i. Existing two-foot contours.
 - j. Appropriate certification blocks as directed by the Planning Department.
6. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of five (5) copies of all required supportive information shall be submitted to the City of Fort Lupton which shall include the following:
- a. Soils description and limitation.
 - b. Preliminary utility plan.
 - c. Mailing addresses of all property owners within three hundred (300) feet of the annexation.
 - d. Affidavit concerning the amount and historical use of all water rights owned.
 - e. Vicinity map with one and one-half (1 ½) mile radius, at a minimum scale of one (1) inch represents two thousand (2,000) feet.
 - f. Statement on community need for proposed annexation and zoning.
 - g. For all annexations in excess of ten (10) acres, the applicant shall obtain from the school district governing the area to be annexed a statement of the effect of the annexation upon the school district, including an estimate of the number of students generated by the proposed annexation and the capital construction required to educate such students.
7. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.

8. The zoning classification requested for the area proposed to be annexed is Planned Unit Development (P.U.D.), as shown on the annexation map attached hereto and incorporated herein.
9. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
10. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion. Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.
11. No annexation application fee is tendered herewith.

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

Land Owner(s) Name(s) and Signature(s) Mailing Address Date of Signing

Fulton Village, LLC, George Lee (Manager)
[Signature] 2212 W. Ridge Rd.
Littleton, CO 80120 12/30/15

Fulton Village, LLC, Gary Fling (Manager)
[Signature] 2212 W. Ridge Rd.
Littleton, CO 80120 12/30/15

James D. Lambert and Barbara J. Lambert
[Signature] 155 E. Bridge St.
Brighton, CO 80601

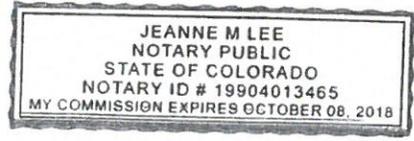
Donald J. Lambert and Barbara J. Lambert
[Signature] 155 E. Bridge St.
Brighton, CO 80601

The foregoing signature(s) was/were subscribed and sworn to before me this 30th day of December, 2015, by

Witness my hand and official seal.

My commission expires on 10/8/2018.

[Signature]
Notary Public



Land Owned - Exhibit A

If necessary, attach separate sheet.

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS S00°19'00"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7;

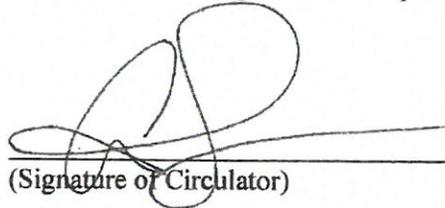
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7; THENCE S89°56'41"W ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7 (NE1/4,NE1/4) A DISTANCE OF 672.00 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED AT RECEPTION NO. 3123110 FILED IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE; SAID POINT ALSO BEING THE NORTHWEST CORNER OF PEACEFUL-ACRES SUBDIVISION, A SUBDIVISION FILED IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 1207210; THENCE S00°18'59"E ALONG THE WEST BOUNDARY OF SAID PEACEFUL-ACRES SUBDIVISION A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE S00°18'59"E A DISTANCE OF 5.00 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF KAHIL STREET; THENCE N89°56'41"E ALONG THE SOUTH RIGHT OF WAY LINE OF KAHIL STREET A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF LOT 24 OF SAID PEACEFUL-ACRES SUBDIVISION; THENCE S00°18'59"E ALONG THE WEST LINE OF SAID LOT 24 AND LOT 23 A DISTANCE OF 342.00 FEET TO A POINT ON THE NORTH LINE OF LOT 25, PEACEFUL-ACRES SUBDIVISION EXTENDED EASTERLY; THENCE S89°56'41"W ALONG THE NORTH LINE OF SAID LOT 25 AND THE EASTERLY AND WESTERLY PROLONGATION THEREOF A DISTANCE OF 190.00 FEET TO THE NORTHWEST CORNER OF AN 8' WIDE ALLEY AS SHOWN ON THE PLAT OF SAID PEACEFUL-ACRES SUBDIVISION; THENCE S00°18'59"E ALONG THE WEST BOUNDARY OF SAID PEACEFUL-ACRES SUBDIVISION AND THE WEST BOUNDARY OF FIRST ADDITION TO PEACEFUL-ACRES SUBDIVISION, A SUBDIVISION FILED IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 1333148 A DISTANCE OF 939.37 FEET TO A POINT ON THE SOUTH LINE OF SAID NE1/4,NE1/4; THENCE N89°47'45"W ALONG THE SOUTH LINE OF SAID NE1/4,NE1/4 A DISTANCE OF 467.11 FEET TO A POINT 20 FEET EAST OF THE SOUTHWEST CORNER OF SAID NE1/4,NE1/4; THENCE N00°22'24"W ALONG A LINE PARALLEL WITH AND 20 FEET EAST OF THE WEST LINE OF SAID NE1/4,NE1/4 A DISTANCE OF 1045.26 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED AT BOOK 1574, PAGE 1601 FILED IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE; THENCE N89°56'41"E ALONG THE SOUTH LINE OF THE LANDS DESCRIBED AT SAID BOOK 1574, PAGE 1601 AND THE SOUTH LINE OF THE LANDS DESCRIBED AT SAID RECEPTION NO. 3123110 A DISTANCE OF 593.13 FEET; THENCE N00°18'59"W A DISTANCE OF 239.00 FEET; THENCE N89°56'41"E A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 522,177 SQUARE FEET, 12.056 ACRES, MORE OR LESS.

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
)ss.
COUNTY OF ~~WELD~~
ARAPAHOE)

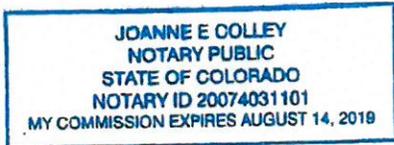
AARON W. THOMPSON being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to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

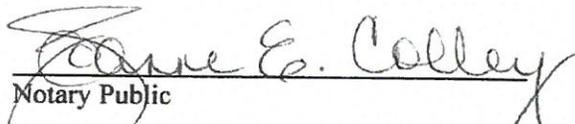

(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 25th day of JANUARY, 2016, by AARON W. THOMPSON.

Witness my hand and official seal.

My commission expires on AUGUST 14, 2019




Notary Public

CITY OF FORT LUPTON CITY COUNCIL



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-022

RATIFY THE MAYOR'S SIGNATURE ON AN AGREEMENT WITH PTI GROUP USA, LLC DBA CIVEO CANADA INC. TO SERVICE BOTH WATER AND WASTEWATER SERVICES FOR MAN CAMPS

I. **Agenda Date:** Council Meeting – February 1, 2016

II. **Attachments:**

- a. Civeo Agreement
- b. Discharge Agreement
- c. Disposal Site Agreement

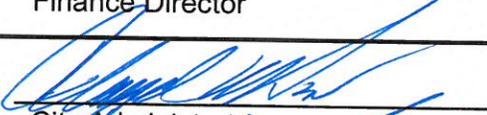
III. **Summary Statement:**

The City negotiated an agreement with Mountain West oilfield services to provide water and processing the wastewater from man camps located at well sites in the area in 2013 and council approved the agreement with AM 2013-102. We have been contacted by Civeo Canada Inc., which acquired Mountain West and would desire to facilitate the same arrangement that we approved with Mountain West. They have self-contained living units where fresh water is put into a holding tank, and wastewater is contained at the other end of the units. Oilfield workers live on site in these units which include all necessary living quarters for them including kitchen facilities, bathroom, and laundry facilities. The water will be sold to them at our approved bulk water rate of \$10/thousand, and the waste water processing will be charged at the rate of 20 cents per gallon. Michael Rousey from OMI has been involved to assure that what waste that will be incoming into the plant will meet specific monitoring levels with sampling provided.

IV. **Fiscal Note:** _____

Finance Department Use Only


Finance Director

V. **Submitted by:** 
City Administrator

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 negotiated an agreement with Mountain West oilfield services to provide water and processing the wastewater from man camps located at well sites in the area in 2013 and council approved the agreement with AM 2013-102. We have been contacted by Civeo Canada Inc., which acquired Mountain West and would desire to facilitate the same arrangement that we approved with Mountain West. They have self-contained living units where fresh water is put into a holding tank, and wastewater is contained at the other end of the units. Oilfield workers live on site in these units which include all necessary living quarters for them including kitchen facilities, bathroom, and laundry facilities. The water will be sold to them at our approved bulk water rate of \$10/thousand, and the waste water processing will be charged at the rate of 20 cents per gallon. Michael Rousey from OMI has been involved to assure that what waste that will be incoming into the plant will meet specific monitoring levels with sampling provided.

X. Legal/Political Considerations:

None

XI. Alternatives/Options:

None

XII. Financial Considerations:

The company has indicated that their normal usage of water is 52,500 gallons per month, which would generate approximately \$11,025 in revenue monthly to the Utility Fund.

XIII. Staff Recommendation:

Staff recommends the ratification of the Mayor's signature on the agreement with PTI Group USA, LLC DBA Civeo Canada Inc. to service both water and wastewater services for man camps.

AGREEMENT TO PROVIDE WATER AND WASTE WATER SERVICES TO CIVEO CANADA INC., FORMERLY PTI GROUP INC.

COMES NOW CIVEO CANADA INC., FORMERLY PTI GROUP INC. (Company), and THE CITY OF FORT LUPTON, COLORADO (City) and, for valuable consideration agree as follows:

1. The Company desires to purchase processed water from the City for use at man camps at oil well sites, and
2. The Company also desires to have the City process waste water from the same man camps.
3. The City will provide a location for loading processed water and delivery of the waste water for processing.
4. The processed water will be billed by utilizing a meter placed on a hydrant located at 800 12th Street, and the waste water will be billed utilizing the manifest provided by CIVEO CANADA INC., FORMERLY PTI GROUP INC. at the north lift station site.
5. The fees shall consist of the following:
 - a. Processed water will be billed at the rate of \$10/1,000 gallons per month.
 - b. Waste Water will be billed at the rate of .20/gallon per month.
 - c. Periodic testing will be included in the monthly billing at actual cost.
6. The Company will comply with all regulations imposed by the City in reference to compliance levels approved by the State of Colorado.
7. Billings will be mailed, or e-mailed the first week of the month following, and payment will be due on receipt.

Signed and executed this 27th day of January, 2016.



John Babichuk
Director of Supply Chain
CIVEO CANADA INC., FORMERLY PTI GROUP INC.
390 Mountain View Rd
Berthoud, CO 80512

Tommy Holton
Mayor
City of Fort Lupton
130 S. McKinley Avenue
Fort Lupton, CO 80621

Fort Lupton, CO
Wastewater Discharge Permit

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

PTI Group USA LLC, dba Civeo Canada Inc.

(herein referred to as the "Permittee") whose facility is located at _____ with a mailing address of 390 Mountain View Road, Bethoud, CO 80512,

is authorized to discharge to the sanitary sewer system in accordance with the effluent limitations, monitoring requirements and other conditions as set forth herein and in the Waste Hauler Agreement No. 0001.

This permit shall become effective on February 1, 2016. This permit shall expire at midnight February 1, 2017. If the Permittee desires to discharge after the expiration date, the Permittee shall request a permit application form from the City within 90 days of expiration of this permit. The application shall be submitted to the City within 30 days of receipt of the permit application form by the Permittee. This permit is not transferable.

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

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

Signed this ____ day of _____.

Tommy Holton
Mayor

Receipt of this Wastewater Discharge Permit is hereby acknowledged by:

Authorized Representative of the Permittee

Jan 27, 2016
Date

I. OUTFALL AND WASTE DESCRIPTION

Outfall Description and Location

001 The discharge shall be made at the cities North Lift Station on 1240 Factory Rd, Fort Lupton, CO. These discharges may be made during standard business hours 7 AM to 4 PM Monday through Friday As Show in Attachment A.

Waste Description: The *Permittee* is authorized to discharge wastewater that is solely domestic waste. The domestic waste is generated from the temporary living quarters of gas and oil field personnel. The wastewater is generated through the use of showers, sinks, toilets and washing machines. It is collected on site in a holding tank that is pumped by the *Permittee* and brought to the discharge location.

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

II. EFFLUENT MONITORING AND LIMITATIONS

A. Dilution Prohibition

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

B. Specific Effluent Limitations

1. Effective immediately, the *Permittee* shall not discharge wastewater containing any of the materials and substances in excess of the concentrations listed in the Table below. The *Permittee* shall monitor at the frequency shown.

Outfall 001

(all concentrations, unless noted, are Total mg/L)

Pollutant	Daily Maximum Limit	Monitoring Frequency ⁽²⁾	Sample Type ⁽²⁾
Arsenic (As)	--	1 per week	Composite
Cadmium (Cd)	--	1 per week	Composite
Chromium (Cr) ⁽⁴⁾	--	1 per week	Composite
Chromium (VI) ⁽⁴⁾	--	1 per week	Grab
Copper (Cu)	--	1 per week	Composite
Lead (Pb)	--	1 per week	Composite
Mercury (Hg)	--	1 per week	Composite
Molybdenum (Mo)	--	1 per week	Composite
Nickel (Ni)	--	1 per week	Composite
Selenium (Se)	--	1 per week	Composite
Silver (Ag)	--	1 per week	Composite
Zinc (Zn)	--	1 per week	Composite
Benzene	0.05	1 per week	Grab
BTEX ⁽³⁾	0.75	1 per week	Grab
Oil and Grease	--	1 per week	Composite
Visual ⁽²⁾	--	2 per Truck Load	Grab
Volume (gpd)		Per Day	Total
pH, Standard Units ⁽¹⁾	≥5.5 and <12.5	Each Truck Load	Grab
BOD	325 mg/l	1 per week	Composite
TSS	325 mg/l	1 per week	Composite
Ammonia NH3	30 mg/l		
E-Coli			
Nitrate as N (mg/l)			
Phosphate			

(1) Any pH discharge greater than or equal to 12.5 is subject to the hazardous waste reporting criteria required by 40 CFR Section 403.12(p) and Section 13-20 (20) of the City's Rules and Regulations.

(2) See Special Notes in paragraph 2 below.

(3) BTEX is the sum of Benzene, Toluene, Ethylbenzene and Xylenes.

(4) If the Chromium (Total) measurement exceeds 0.011 mg/L, the Permittee shall sample for Chromium (VI) until the City notifies the Permittee, in writing, that it may discontinue sampling and return to sampling for only Chromium (Total). The Chronic Water Quality Standard for Chromium (VI) is 0.011 mg/L and this value is used as the trigger in this Permit. 40 CFR Part 136 establishes specific requirements for sampling, preservation and analysis for Chromium (VI).

2. Special Notes:

- (a) Metals and Oil and Grease: A composite sample shall be collected by taking a grab sample at the beginning, middle and end of the discharge and combining into one sample.

- (b) Benzene and BTEX: A sample shall be taken during the discharge of wastewater from the tank on the truck.
 - (c) Visual Observation: A sample shall be taken from the surface of the wastewater in the in-ground tank subsequent to complete discharge from the truck by the driver. A visual observation made regarding the presence of absence of oil will be noted on the drivers manifest (See Attachment B).
 - (d) pH and Visual Observation: A grab sample shall be collected during discharge of wastewater from the truck for pH measurement and a second visual observation. pH Meter will be located in the lift station and must be used in accordance with the cities established SOP which will be provided at the lift station.
 - (e) The permittee shall sample on different days of the week, where possible, and alternate trucks. All visual observations and pH measurements shall be recorded by the permittee into a log and kept on site.
3. The City may establish more stringent pollutant limits, additional site-specific pollutant limits or Best Management Practices (BMPs) when, in the judgment of the City, such limitations are necessary to implement the provision of the City's Rules and Regulations.
 4. The Permittee is advised that definitions and rules are found in Chapter 13 of the City's Rules and Regulations
 5. The Permittee shall utilize a manifest that is approved by the City for all wastewater that is delivered to the discharge location (See Attachment B).
 6. The Permittee shall collect all samples as required under Section II.B of this Permit. The City will transport the samples to a state certified laboratory of its choice and those charges will be billed to the Permittee on a monthly basis. The Permittee shall complete and submit manifests (See Attachment B) for each load as required by Section II.B.6. of this Permit. The Permittee shall be responsible for all sampling and reporting requirements under this Permit.

C. Specific Storm Sewer Discharge Prohibitions

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

III. SELF-MONITORING

A. Sampling and Analyses

The Permittee is required to perform collection and to have the analyses of wastewater samples analyzed through a state of Colorado certified laboratory, or, with the consent of the city the city may transport the samples to a state certified laboratory of its choosing and charge the Permittee for costs of testing and transportation, with the frequency and type of measurement indicated in Section II, B of this permit. Samples or measurements shall be representative of the discharge during the sampling period, representative of normal operating conditions and shall be taken as required.

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

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

The City can have the collected samples tested at the Permittee's expense. Expenses for this testing will be \$450 per sample and will be billed to the Permittee at each monthly billing cycle.

B. Violation of Pollutant Limits

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

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

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

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

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

C. Test Procedures and Monitoring Requirements

All pollutant analysis, including sampling techniques, to be submitted as part of a wastewater discharge permit application, report, permit or other analysis required under this shall be

performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard.

IV. REPORTING REQUIREMENTS

A. Periodic Compliance Reporting

Except for samples and measurements covered by Section II.B.6. of this Permit, compliance reports containing the following information shall be submitted **Monthly**. The reports are due on or before the 28th of the month following the sampling period. The report must be received by the City at the address designated on Page 1 of this Permit. The first report is due 9/1/2013.

Reports shall include:

1. Concentrations and measurements of all parameters for which there are self-monitoring requirements. Legible copies of completed chain-of-custody (COC) forms and laboratory analytical reports for each sample shall be included.
2. A copy of all logs required for that month, including total volume accepted, results of all pH measurements, and the logs for the required visual observations. pH meters shall be calibrated and maintained to ensure that the accuracy of the measurements are consistent with the accepted capability of that type of device.
3. Copies of any spills shall be maintained and reported. Information shall include the date, time, and estimated volume. The permittee shall also describe how the remediated spill was remediated and is required to complete all state required spill reporting and documentation under (25-18-103 (19) C.R.S).
4. The following certification statement: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
5. If no discharge occurs during the reporting period, "No Discharge" shall be reported.

V. STANDARD CONDITIONS

A. General and Specific Discharge Prohibitions

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

B. Changes in Operation

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

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

C. Reports of Potential Problems

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

D. Accidental Discharge/Slug Discharge Control Plans

1. The Permittee shall provide protection from accidental discharge or slug loads of pollutants regulated under this permit. The Permittee shall submit a Standard Operating Procedure (SOP) for addressing any spills during waste acceptance and disposal and

submit to the City prior to acceptance of any waste. The Permittee shall keep this SOP up-to-date and submit any modification to the City.

2. Notice to employees. The Permittee shall train all employees, contractors or others that oversee discharge on proper practices. The Permittee shall keep documentation of this training (date, time, subject matter and employee (contractor) name.

E. Pretreatment Facilities Requirement

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

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

F. Permit Noncompliance

The Permittee must comply with all conditions of this Permit. Any permit noncompliance constitutes a violation of the City's agreement with the Permittee. Such a violation may result in the immediate suspension and/or revocation of this Permit and an enforcement action, including the imposition of penalties to include a fine of \$1000 per incident in accordance with City Rules Article IV Section 1-72 and the Permittee will be responsible for any cleanup or additional treatment costs necessary to correct problems caused due to the discharge as well as reimbursement to the city for any fines levied on the city for non-compliance with state statutes and damage to equipment In Accordance with City Rules Article IV Section 1-74. Additional Criminal penalties may be imposed if deemed appropriate. If the Permittee is in Significant Noncompliance with applicable Pretreatment Standards and Requirements, the City shall publish the Permittee and facts surrounding the SNC in the Local Fort Lupton, CO Newspapers.

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

Specifically introduction of any quantity of Arsenic (As), Cadmium (Cd), Chromium (Cr)(4), Chromium (VI)(4), Copper (Cu), Lead (Pb), Mercury (Hg), Molybdenum (Mo), Nickel (Ni), Selenium (Se), Silver (Ag), Zinc (Zn), Benzene, or BTEX(3), also listed above in section II-B, will cause a permit violation for the Cities wastewater treatment plant and will be expressly forbidden by this agreement. Any introduction of these compounds would be grounds for immediate termination of this agreement.

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

- BOD or TSS between 325 and 500 mg/l will incur an increase from .20 cents per gallon to .30 cents per gallon
- BOD or TSS between 501 and 1000 mg/l will incur an increase from .20 cents per gallon to .50 cents per gallon
- BOD or TSS above 1001 mg/l will incur an immediate fine of \$1000 in addition to the .50 cent per gallon charger and could potentially cause a revocation of the Permittee's discharge permit.

G. Federal and/or State Laws

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

H. Records Management

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

I. Duty to Provide Information

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

J. Right of Entry

Whenever it shall be necessary for the purposes of this Permit and the City's Rules and Regulations, the City Administrator or his designated representative may at any time and without notice, take samples, observe the Permittee, review logs, inspect all facilities and equipment used by the Permittee, take photographs or copy any records kept by the Permittee related to the activities covered by this Permit.

K. Permit Modification and Revocation

1. Permit Modification: The City Administrator may modify wastewater discharge permit under Section 13 of the Cities Rules.
2. Permit Revocation. The City Administrator may revoke the wastewater discharge under section 13 of the Cities Rules.

L. Property Rights

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

M. Severability

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

O. Confidentiality

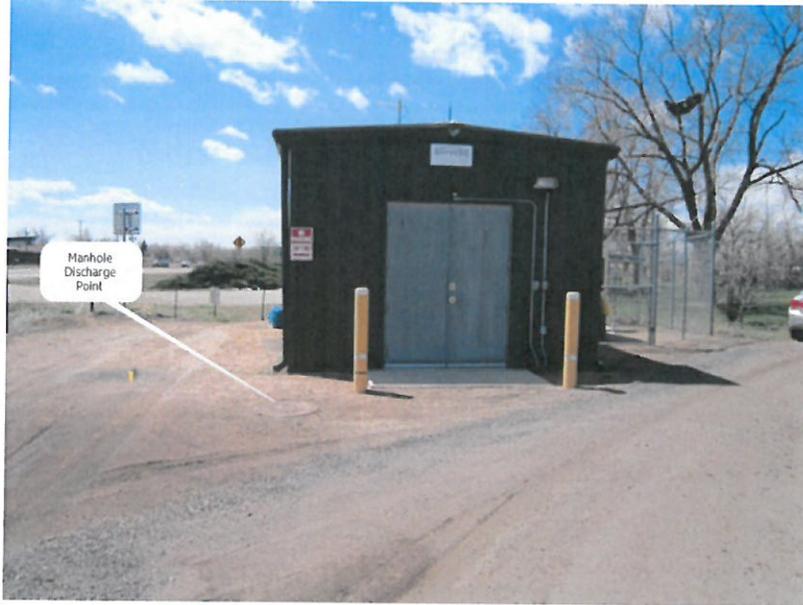
All records, reports, data or other information supplied by the Permittee as a result of any disclosure required by these Regulations or information and data from inspections shall be available for public inspection. These provisions shall not be applicable to any information designated as a trade secret by the person supplying such information. Materials designated as a trade secret may include but shall not be limited to processes, operations, style of work or apparatus or confidential commercial or statistical data. Any information and data submitted by the user which is desired to be considered a trade secret shall have the words, "Confidential Business Information," stamped on each page containing such information. The Permittee must demonstrate to the satisfaction of the City that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the Permittee.

Information designated as a trade secret shall remain confidential and shall not be subject to public inspection. Such information shall be available only to officers; employees or authorized representatives of the City charged with enforcing the provisions of these Regulations and properly identified representatives of the U.S. Environmental Protection Agency and the Colorado Department of Public Health and Environment.

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

ATTACHMENT A

Location of Discharge Point



Attachment B

Trucked and Hauled Waste Manifest

Trucked and Hauled Waste Manifest

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

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

DISPOSAL SITE WASTEWATER AGREEMENT

This Disposal Site Wastewater Agreement (“Agreement”) is entered into the 22nd day of July, 2013 (“Effective Date”), by and between **the City of Fort Lupton, Colorado** (“City”) with an address of 130 S. McKinley Avenue, Fort Lupton, Colorado 80621 and **PTI Group USA, LLC., d/b/a Civeo Canada Inc.** with a mailing address of 390 Mountain View Road, Berthoud, CO 80512. The City agrees to accept and treat domestic wastewater from PTI Group USA, LLC. (hereinafter, “Customer”) under the terms of this Agreement.

Recitals

- A. The City owns and operates a wastewater treatment plant in Fort Lupton, Weld County , Colorado (“Plant”). The Plant has sufficient capacity to accept hauled domestic-only wastewater generated from living quarters of gas and oil field personnel produced through the use of showers, sinks, toilets and washing machines (“Wastewater”). These temporary living quarters constructed and used during oil and gas drilling and production are commonly known as “Man Camps”.
- B. Customer is in the business of managing the disposal of Wastewater generated from Man Camps and desires to utilize the facilities of the City for disposal of such Wastewater.
- C. The City and Customer now desire to enter into this Agreement which will govern the acceptance of the Wastewater from Customer and will govern the relationship of the parties from and after the Effective Date.

Now therefore, in consideration of the Recitals above, and the covenants below, the City and Customer agree as follows:

Section 1. Term of Agreement.

The term of this Agreement shall begin on the Effective Date stated above and shall continue until terminated (“Termination Date”) by either party. Customer or City may terminate this Agreement at any time by giving at least a 45 day notice of the Termination Date to the City. From and after the Termination Date, the City will not be obligated to accept Wastewater from Customer. The City may terminate this Agreement for violation of this Agreement or the Wastewater Discharge Permit as provided in Section 3.3 and 3.4. Upon termination for any reason, Customer shall not be entitled to recover any payments made to the City. Termination of this Agreement by the City is not considered to be the same as suspension of services as provided in Sections 2.4.1, 3.3 and 3.4.

Section 2. Wastewater Disposal

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

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

2.2 Companies Allowed to Discharge

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

2.3 Discharge Site

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

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

2.3 Sample Collection

Customer shall comply with all applicable monitoring and reporting requirements that may be specified in the City's ordinances, Rules and Regulations, and shall require its haulers to accurately prepare and maintain copies of all Chain of Custody (COC) forms, trip tickets and manifests. The Chain of Custody form will require the hauler to identify the hauler's name, company name, date, identity of material, time and location of collection, date and time of discharge and shall be signed by the driver.

2.4 Fees Paid to City

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

2.4.1 Monthly Service Charge. The monthly service charge will be based on actual flow in any given month and will be assessed at 20 cents per gallon. The City will send a bill each month to Customer reflecting the total gallons for the prior month and the total monthly service charge. Payment is due by the 28th day of the month in which the bill is sent. A delinquency charge consisting of an interest rate of 1.5% per month of the outstanding balance will be assessed against any amount not received by the City on or before the due date. If a billing is more than thirty (30) days past due, the right to discharge effluent to the Discharge Site shall be suspended

and no additional effluent shall be accepted until all charges are brought current. In addition, in order to reinstate service the City may require a cash deposit or other satisfactory security deposit in an amount to be determined by the City but no less than an amount equal to 1.5 times the monthly billing average for the previous six (6) months. The Monthly Service Charge is calculated based on a discharge with a BOD and TSS concentration of less than 325 mg/L. If testing shows the BOD & TSS to be in excess of 325 mg/L, additional charges will be imposed by the City as set forth in the attached permit.

2.4.2 Periodic Reports. Customer shall submit periodic reports as required by this Agreement. Periodic testing will be included in the monthly billing at the City's actual costs.

2.4.3 Fees. Processed water will be billed to Customer at the rate of \$10.00 per thousand gallons per month. Waste Water will be billed at the rate of \$.20 per gallons per month.

Section 3. Wastewater Consistency and Prohibited Discharges.

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

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

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

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

Section 4. Ownership. Nothing in this Agreement shall create in Customer any right of ownership in or to any of the City improvements, including the Plant and the Discharge Site, the capacity thereof, the water utilized by the City attributable to water rights owned by the City in connection with return flows or otherwise, or any other property of the City.

Section 5. Liability and Disputes.

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

5.2 Liability. The City shall not be liable for damages arising out of the interruption of operation of the Plant for any reason. No portion of this Agreement shall be deemed to constitute a waiver of any governmental immunity the City or its officers or employees may have nor shall this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement. No part of this Agreement is intended to circumvent or replace the immunities that exist in favor of the City under the Colorado Governmental Immunities Act, CRS 24-10-101, *et. seq.*

5.4 Audit.

5.4.1 Errors in Meter. The City may elect to meter the Wastewater placed into the system by Customer. If such a meter is installed, the City will periodically calibrate the meter for accuracy. If through this metering the City determines it has undercharged or has overcharged the monthly service fee based on errors in the meter or in the reading of the meter, then within 45 days of discovery of the error, the City will refund any excess and Customer shall pay any undercharge. At the election of the City, an offset against future bills may be granted in lieu of repayment of overcharges. Upon request, Customer is entitled to receive any data in the possession of the City used in measuring or treating the Wastewater to determine the accuracy of service charges.

5.4.2 Errors in Un-metered Discharges. The City may elect not to install a meter to measure the Wastewater discharge. In such case, Customer shall maintain records as to the amount of Wastewater actually discharged into the Discharge Site and report such information as required by Exhibit A.

5.4.3 Costs of Audit. If an audit is requested by Customer the reasonable costs for the preparation of the audit will be paid initially by Customer. If it is determined that the City overcharged Customer by 5% or more in the calculation of the monthly service fees, then the City shall reimburse Customer for the cost of the audit. If the City determines that an audit is required due to alleged under-reporting by Customer, the reasonable costs for the preparation of the audit will be paid initially by the City. If it is determined that Customer under reported discharges by 5% or more in the calculation of the monthly service fees, then Customer will reimburse the City for the cost of the audit.

Section 6. Legislative Independence and Party Affiliation. This Agreement shall not impair the legal authority of the elected officials of the City to exercise independent judgment 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.

Section 7. Miscellaneous Provisions.

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

7.2 Third Party Beneficiaries. Nothing expressed or implied in this Agreement shall confer upon, or to give to, any Person other than the parties, any right, remedy, or claim under or by reason of this Agreement, and all provisions in this Agreement shall be for the sole and exclusive benefit of the City and Customer. There are no third-party beneficiaries to this Agreement. In this regard specific reference is made to approved haulers and to the citizens and owners of property within or served by the City who shall have no right, remedy, or claim under this Agreement. The terms of this Agreement shall inure to and be binding upon the permitted successors and assigns of the parties.

7.3 Notices. Except as otherwise provided, all notices shall be in writing and shall be sent by electronic transmission, by hand delivery or by certified mail, return receipt requested, to the following:

City of Fort Lupton:

City of Fort Lupton
130 S. McKinley Avenue
Ft. Lupton, CO 80621

Customer:

PTI Group USA, LLC., d/b/a Civeo Canada Inc.
390 Mountain View Road
Berthoud, CO 80512

All notices will be deemed effective upon the time and date of hand delivery or three (3) days after mailing by registered or certified mail, properly addressed and postage prepaid. Either party, by written notice, may change the address to which notices shall be sent.

7.4 Amendment. No amendment, modification, or alteration of the terms or provisions of this Agreement shall be binding upon either party unless the same is made in writing and is duly executed by the parties.

7.5 Insurance; Indemnification

7.5.1 Liability Coverage. Customer shall procure and maintain commercial general liability insurance providing coverage against personal injury and property damage occurring on the City's property or arising out of the use of the Disposal Site by Customer in the following minimum amounts: Bodily Injury & Property Damage Liability Combined - Single Occurrence Limit - \$1,000,000; General Aggregate Limit - \$2,000,000. Such policy or satisfactory evidence of coverage shall be delivered to the City and shall name the City as an additional insured. The commercial general liability insurance shall provide broad form contractual liability coverage for the indemnification obligations herein. The minimum amounts of insurance coverage shall not create a limit of the liability of Customer with respect to its indemnification and other liability requirements of this Agreement.

7.5.2 Indemnification. Except to the extent that coverage is available under the insurance specified in Section 7.5.1 of this Agreement, Customer shall indemnify, defend and hold the City harmless from and against any and all third Party claims arising from use of the Discharge Site by Customer or any hauler, including any third party claims arising from a breach or default in the performance of any of the obligations to be performed by the City in the acceptance of Wastewater under this Agreement.

7.6 Incorporation of City ordinances, Rules and Regulations. In addition, to the remedies contained in this Agreement, the parties incorporate herein all of the ordinances, Policies, Rules and Regulations enacted by the City in the operation of its sanitary sewer system.

7.7 Waiver. No assent, expressed or implied, to any breach of any one or more of the covenants or agreements contained in this Agreement shall be deemed or taken to be a waiver of any succeeding or other breach.

7.8 Assignment. This Agreement may not be assigned by Customer without the prior written consent of the City, which consent shall not be unreasonably withheld.

7.10 Entirety. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof, and all prior negotiations, representations, contracts, understandings, or agreements pertaining to such matters are hereby terminated.

7.11 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. It is entered into in Weld County, Colorado, and the parties agree that proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement is in the District Court of Weld County, Colorado.

IN WITNESS WHEREOF, the City and Customer have executed this Agreement as of the day and year first above written.

**PTI GROUP USA, LLC.
d/b/a Civeo Canada Inc.**

By: _____


Name, John Babichuk

Title: Director of Supply Chain

City of Fort Lupton, Colorado

By: _____

Tommy Holton, Mayor

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-024

APPROVE AN AGREEMENT BETWEEN THE TOWN OF HUDSON AND THE CITY OF FORT LUPTON REGARDING THE USE OF THE FORT LUPTON RECREATION CENTER FOR HUDSON RESIDENTS BEING SUBSIDIZED BY THE TOWN OF HUDSON FOR THE DIFFERENCE BETWEEN RESIDENT AND NON RESIDENT RATES FOR ADMISSIONS OR PASSES, INCLUDING A \$1000.00 ADMINISTRATION FEE.

I. Agenda Date: Council Meeting – February 1, 2016

II. Attachments: a. Intergovernmental Agreement

III. Summary Statement:

The agreement will allow Hudson residents the use of the Fort Lupton Recreation Center at the resident cost with the Town of Hudson supplementing the cost up to the non-resident rates on admissions or passes in addition to a \$1000.00 yearly administration fee.

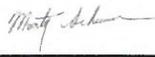
IV. Fiscal Note:

Finance Department Use



Finance Director

V. Submitted by:



(Recreation Director)

VI. Approved for Presentation:



City Administrator

VII. Certification of Council Approval:

City Clerk

Date

VIII. Detail of Issue/Request:

The Town of Hudson has approached the City of Fort Lupton about subsidizing their residents on purchases of admissions or passes. The residents of Hudson would pay the Fort Lupton resident rates and then the Town of Hudson would be billed on a quarterly bases for the difference in prices between resident and non-resident rates. In addition the Town of Hudson would pay an annual administration fee of \$1000.00 to the Fort Lupton Recreation Center. Since we have no past history of knowing how many Hudson residents would be involved in this program. We are not sure how much time will be devoted to administrating this program. We can pull information on pass holders but do not currently track drop in admission on where they are coming from. We only know if they are resident or non-resident. These rates will only apply to residents who live in the corporate limits of Hudson.

IX. Legal/Political Considerations:

From a legal stand point I do not see any issues. From a political one this could potentially raise some concern to the residents of Fort Lupton. The current residents have paid a considerable amount of money through property taxes to provide the community with a center. They have taken on the cost of the building and a subsidy to operate the facility along with paying an admission fee to utilize the facility. It could cause concerns to allow residents from another jurisdiction that has not taken on the liability for such a project the same benefits.

X. Alternatives/Options:

We discussed possible options of leasing equipment, but fill this will provide the center with a better option.

XI. Financial Considerations:

We have not budgeted for this program.

XII. Staff Recommendation:

We recommend approving the Intergovernmental Agreement between the Town of Hudson and the City of Fort Lupton to allow the residents of Hudson the resident rates on admissions and passes with the Town of Hudson subsidizing the difference between resident and non-resident rates including a \$1000.00 administration fee. .

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN

THE TOWN OF HUDSON, COLORADO

AND

THE CITY OF FORT LUPTON, COLORADO

REGARDING TOWN OF HUDSON USE OF FORT LUPTON RECREATION CENTER

This INTERGOVERNMENTAL AGREEMENT (the "Agreement"), is made and entered into this 1 day of February, 2016, by and between the TOWN OF HUDSON, COLORADO, a statutory town of the State of Colorado ("Hudson") and the CITY OF FORT LUPTON, COLORADO, a statutory city of the State of Colorado (the "Fort Lupton"). Hudson and Fort Lupton are hereinafter, from time to time, referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, pursuant to § 29-1-203(1), C.R.S., governments may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units;

WHEREAS, Hudson and Fort Lupton are each authorized to provide recreation services and facilities to their respective taxpayers and residents;

WHEREAS, Fort Lupton owns and operates a recreation center (the "Fort Lupton Facility"), and Hudson desires to allow individuals who reside within the corporate limits of Hudson ("Hudson Residents") to use the Fort Lupton Facility at the rate Fort Lupton charges to its own residents by Hudson subsidizing its residents' rates for use of the Fort Lupton Facility by paying directly to the City of Fort Lupton the difference in such rates plus an annual administrative fee of five hundred dollars (\$500.00); and

WHEREAS, Hudson and the Fort Lupton have determined it to be in the best interests of their respective taxpayers and residents to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. USE OF FORT LUPTON FACILITY BY HUDSON RESIDENTS.

A. Hudson and Fort Lupton agree that Hudson residents may use the Fort Lupton Facility and be directly charged by Fort Lupton at the Fort Lupton Facility

user rates, with the difference between such usage fees collected at resident rates and the usage fees that would have been paid by Hudson Residents at non-resident rates to be paid by Hudson as set forth below, or as may be amended from time to time.

B. Fort Lupton will take reasonable measures to ensure that users of the Fort Lupton Facility who claim to be Hudson Residents do in fact reside within the corporate limits of the Town of Hudson, through verification of the Hudson Town resident card, as depicted in **Exhibit B**.

2. COMPENSATION BY HUDSON TO FORT LUPTON FOR HUDSON USERS.

The Fort Lupton resident and nonresident fees are as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. Hudson shall pay to Fort Lupton the cost difference between resident and nonresident fees per month for all use by Hudson Residents of the Fort Lupton Facility (the "Subsidy"). Fort Lupton will notify Hudson in advance of any changes in fees for use of the Fort Lupton Facility.

3. BILLING. Fort Lupton shall bill Hudson on a quarterly basis as set forth herein. Fort Lupton shall submit a quarterly statement to Hudson for payment for the previous quarter's use.

A. All statements, shall be submitted by Fort Lupton to Hudson quarterly for the periods January through March, April through June, July through September, and October through December.

B. The amounts of all such quarterly payments shall be paid by Hudson within twenty-one (21) days after the timely receipt of a statement as provided by this Agreement.

C. Each quarterly statement shall include an additional administrative fee of one hundred twenty-five dollars (\$250.00).

D. In the event payment for services rendered has not been made within thirty (30) days from the receipt of the invoice, Fort Lupton may exercise the remedies set forth in Paragraph 6 of this Agreement.

4. TERM OF AGREEMENT/RENEWAL. This Agreement shall become effective as of the date first above written and shall terminate on December 31, 2016, unless otherwise terminated by either Party in accordance with this Agreement. Notwithstanding the foregoing, this Agreement shall thereafter automatically renew on January 1st of each succeeding year for an additional one (1) year term unless: 1) terminated by the Parties in writing at least thirty (30) days prior to the automatic renewal date; or 2) terminated by the Parties pursuant to this Agreement.

5. ASSIGNMENT. Neither Party shall not have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the

other Party hereto. Any attempted assignment, delegation or subcontracting of this Agreement in whole or in part with respect to which the other Party has not consented, in writing, shall be null and void and of no effect whatsoever.

6. TERMINATION. This Agreement may be terminated for cause upon delivery of thirty (30) days prior written notice to the other Party. If this Agreement is terminated, Hudson shall pay the Subsidy for all Hudson resident users through the date of termination.

7. NOTICES. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either Party hereto, by the other Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or in lieu of such personal services, three (3) days after deposited in the United States' mail, first-class postage prepaid, properly addressed to the Parties at:

To Fort Lupton: City of Fort Lupton, Colorado
Attention: Claud Hanes, City Administrator
130 S. McKinley Avenue
Fort Lupton, Colorado 80621

With a copy to: Ausmus Law Firm, PC
Attention: Andy Ausmus
6020 Greenwood Plaza Blvd. Suite 100
Greenwood Village, CO 80111
303-694-4248 office
720-353-1936 cell
andy@ausmuslaw.com

To Hudson: Town of Hudson, Colorado
Attention: Joe Racine, Hudson Administrator
557 Ash Street
Post Office Box 351
Hudson, Colorado 80642

With a copy to: HOFFMANN, PARKER WILSON &
CARBERRY, P.C.
Attention: Corey Y. Hoffmann, Esq.
511 16th Street, Suite 610
Denver, Colorado 80202
(303) 825-6444
cyhoffmann@hpwclaw.com

Either Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other Party in the manner provided in this Paragraph 7.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to Hudson's payment of the Subsidy for use of the Fort Lupton Facility, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Parties.

9. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

10. GOVERNING LAW. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for Weld County.

11. COMPLIANCE WITH LAW. This Agreement shall be performed in accordance with, and to the extent permitted by, all applicable laws, rules, regulations, ordinances and/or similar directives of the jurisdiction in which this Agreement is performed.

12. INSURANCE AND GOVERNMENTAL IMMUNITY.

A. Each party hereto agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by them pursuant to this Agreement. More specifically, the parties hereto shall procure and maintain the minimum insurance coverage listed in subsection B. below. Such coverage shall be procured and maintained with forms and insurers acceptable to the respective Parties. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Parties pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

B. The Parties hereto shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage worker's compensation and, if applicable, emergency medical service professional liability with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall contain a severability of interests provision.

C. The Parties further understand and agree that the Parties, their officers, and their employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred and ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo.

Rev. Stat. §24-10-101 et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to Hudson and Fort Lupton, their officers, their employees, or agents.

13. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

14. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

THE TOWN OF HUDSON, COLORADO, a
statutory town and political subdivision of the State
of Colorado

Raymond Patch, Mayor

ATTEST:

Linnette Barker, Town Clerk

THE CITY OF FORT LUPTON, COLORADO, a
statutory city and political subdivision of the State
of Colorado

Tom Holton, Mayor

ATTEST:

Nanette Fornof, City Clerk

EXHIBIT A

Resident Fees

Type of Admission	Youth (Age 5-18 Years)	Adult (Age 19- 59 Years)	Senior (Age 60 Years or Older)	Couple	* Family
Daily Drop-In	3.00	4.50	3.00		
** Five Punch Facility Pass	14.00	19.00	14.00		
Monthly Pass	27.00	36.00	27.00	50.00	65.00
Quarterly Pass	54.50	86.00	52.00	136.50	168.00
Annual	157.50	267.50	150.00	420.00	494.50

* Family Passes - Includes All income dependents living in a household.

Free child care for all Monthly, Quarterly, Annual (adult, couple, and family) pass holders.

** Five Punch Facility Passes expire one year after date of purchase.

Nonresident Fees

Type of Admission	Youth (Age 5-18 Years)	Adult (Age 19-59 Years)	Senior (Age 60 Years or Older)	Couple	* Family
Daily Drop-In	3.50	5.50	3.50		
** Five Punch Facility Pass	16.00	24.00	16.00		
Monthly Pass	30.00	40.00	30.00	60.00	72.00
Quarterly Pass	80.00	105.00	78.00	173.00	210.00
Annual	220.00	325.00	210.00	525.00	630.00

* Family Passes - Includes All income dependents living in a household.

Free child care for all Monthly, Quarterly, Annual (adult, couple, and family) pass holders.

** Five Punch Facility Passes expire one year after date of purchase.

CITY OF FORT LUPTON CITY COUNCIL



COME PAINT YOUR FUTURE WITH US

Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespin, Ward 1
Zoe A. Steber, Ward 2
Bob McWilliams, Ward 3

AM 2016-025

PROPOSED LAND LEASE AGREEMENT BETWEEN THE COLORADO STATE LAND BOARD AND THE CITY OF FORT LUPTON FOR THE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF WELD COUNTY ROADS 16 AND 35

I. **Agenda Date:** Council Meeting – February 1, 2016

II. **Attachments:** a. Proposal Document

III. **Summary Statement:**

The city of Fort Lupton is proposing leasing property owned by the Colorado State Land Board to construct and operate a shooting sports complex.

IV. **Fiscal Note:**

Finance Department Use Only


Finance Director

V. **Submitted by:**


Ken Poncelow, Chief

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 Colorado State Land Board owns a 120 acre parcel of land located at the southeast corner of Weld County Roads 35 and 16. This land is currently being leased for cattle grazing. The City of Fort Lupton is interested in obtaining a 20 year lease on the property, annexing it into the city, and constructing and operating a public shooting sports complex on the property. This shooting sports complex would serve shooting and archery enthusiasts throughout northern Colorado and local, state, and federal law enforcement agencies. Additionally, it would be used by the Colorado National Guard for training and qualifications. It would also provide a revenue stream for the Colorado State Land board and ultimately for the children of Colorado which far exceeds the current revenue being generated by the lease of the land for the next 20 years.

This proposal will be presented to the Colorado State Land Board on February 10, 2016.

X. Legal/Political Considerations:

This endeavor would create a self-sustaining, self-funding sporting enterprise for the residents of Fort Lupton and Northern Colorado. Individuals coming to shoot at the shooting sports complex would utilize other services in the city which would provide additional tax revenue.

XI. Alternatives/Options:

1. *Don't construct or operate a shooting sports complex*
2. *Determine another location for the shooting sports complex and proceed.*
- 3.

XII. Financial Considerations:

The shooting sports complex would be primarily funded through grants from entities like the Colorado Department of Parks and Wildlife and the National Rifle Association. The "match" for these grants would be made through existing resources.

As per the proposed agreement with the Colorado State Land Board the lease for the property is \$2,500.00 annually or 6% of the gross income from the complex for the first 5 years and \$5,000.00 annually or 6% of the gross income from the complex in years 6 through 20.

During the initial construction or any year the shooting range does not have enough income to pay the minimum lease cost, the general fund will have to cover the short fall from reserves.

XIII. Staff Recommendation:

Staff recommends approval of this proposal.

PROPOSED LAND LEASE AGREEMENT BETWEEN THE COLORADO STATE LAND BOARD AND THE CITY OF FORT LUPTON FOR THE PROPERTY LOCATED SOUTHEAST OF THE INTERSECTION OF WELD COUNTY ROADS 35 AND 16

GENERAL CONCEPT

The Colorado State Land Board owns a 120 acre parcel of land located at the southeast corner of Weld County Roads 35 and 16. This land is currently being leased for cattle grazing. The City of Fort Lupton is interested in obtaining a 20 year lease on the property, annexing it into the city, and constructing and operating a public shooting sports complex on the property. This shooting sports complex would serve shooting and archery enthusiasts throughout northern Colorado and local, state, and federal law enforcement agencies. Additionally, it would be used by the Colorado National Guard for training and qualifications. It would also provide a revenue stream for the Colorado State Land board and ultimately for the children of Colorado which far exceeds the current revenue being generated by the lease of the land for the next 20 years. The planning process for this venture has already taken into account issues pertaining to neighboring properties, wildlife in the area, and the future development of oil and gas production under the property.

LEASE AGREEMENT AND REVENUE GENERATION

The lease agreement the City of Fort Lupton is offering is a 20 year renewable lease agreement which would be renewable with the consent of both parties. The lease would pay \$2500.00 annually or 6 percent of the gross revenue of the shooting sports complex whichever is greater for the first five years and would increase to \$5000.00 annually or 6 percent of the gross revenue of the shooting sports complex whichever is greater in years 6 through 20. The City of Fort Lupton would pay all expenses associated with the annexation the property into the city limits of the Fort Lupton and for all costs associated with the construction of the shooting sports complex.

A projection of the annual gross revenue generated by a shooting sports complex can be found in Appendix A. This projection was developed examining the usage of the city owned golf course, the average number of shooting days available in Colorado, the number of shooting stations available on the proposed ranges, and the current fees charged by surrounding shooting ranges. As seen on page two of this appendix gross revenues generated by the complex range from \$223,200.00 at a 10% usage to \$2,232,000.00 at a 100% usage. This translates to \$13,392.00 at a 10% usage to \$133,920.00 at a 100% usage payment being generated for the Colorado State Land Board annually. The shooting sports complex would be

operated as a department of the city but those costs would not affect the revenue stream to the land board.

ENTITIES AND ORGANIZATIONS INVOLVED

There are numerous federal, state, and local entities currently involved or that will become involved in the future with this endeavor. The funding for a large portion of this project will be derived from grants through organizations like the Colorado Department of Parks and Wildlife and the National Rifle Association. Many sport shooting clubs and archery clubs have also expressed interest in using and helping to design the complex. This complex will be used for the training and qualification of local, state, and federal law enforcement agencies and the Colorado National Guard. It will provide a sorely needed location for these required activities and will generate a considerable tax savings for these organizations in mileage and man hours. Several letters of recommendation for the need of the complex are located in Appendix E.

MITIGATION OF IMPACT TO SURROUNDING LAND OWNERS AND THE ENVIRONMENT

As can be seen in Appendix C, there are very few residences located near the proposed site of the complex. The nearest residence to the range is located 585 feet from the range and is situated behind the firing line. All other residences are located over 3100 feet from the complex. A sound study was conducted by Mullins Acoustics, a nationally recognized acoustic research company, studying the impact of noise generated by the range on surrounding residences and it was predicted that there would be no adverse noise impact on those residences (see Appendix D). Appendix F diagrams the sound barriers recommended by Mullins Acoustics that will be constructed on the complex.

Additionally, residents will have ample opportunity for public comment during the planning process. There will be public meetings held throughout the planning process by both the Fort Lupton Planning Commission and Fort Lupton City Council.

An eagles nest was also identified north of the property (see Appendix G). The Colorado Department of Parks and Wildlife has set a radius of one quarter mile around an eagles nest where there is to be no human encroachment. Within a radius of one half mile there can be no encroachment during of the nesting season, unless the activity was occurring prior to the nest usage. As is demonstrated in the diagram in Appendix G, the shooting sports complex is located outside of the one half mile radius.

The City of Fort Lupton will also agree to mitigate the lead contaminates to the property at the termination of the lease period.

IMPACT ON FUTURE OIL AND GAS DEVELOPMENT ON THE PROPERTY

During the course of the discussion with the staff of the Colorado State Land Board and the City of Fort Lupton, the future of oil and gas development has been a concern. In an attempt to address these concerns, several meetings have occurred between both parties and Anadarko Petroleum Corporation representatives. There have also been meetings between the safety staff of Anadarko Petroleum and TRS Range Services which is designing the range. These meetings have highlighted safety concerns. These concerns have led to enhancement of safety infrastructure of the complex and the possibility of placement of drilling and storage structures on the adjoining property owned by the City of Fort Lupton. There should be no impact on this proposed use of the property and future oil and gas development.

CONCLUSION

It is believed that the construction and operation of a shooting sports complex on this property would generate a considerable revenue stream for the Colorado State Land Board while not interfering with any potential future development of oil and gas revenues. A shooting range is desperately needed along the Front Range for both firearms and archery enthusiasts. The limited number of ranges available to these sportsman creates an unsafe situation when they go to public lands to target practice. Additionally, law enforcement agencies along the Front Range have too few ranges to meet their needs and the cost in man power and transportation for the Colorado National Guard to train would be greatly reduced through the use of this range. The impact to the surrounding neighbors and the environmental concerns would be minimal with the construction and operation of this complex.

**Fort Lupton - Shooting Range
Public Improvements Preliminary Estimate**

			<i>TOTAL COST</i>	
Water Extension	4500 LF	\$ 55.00 /LF	\$	248,000.00
Sanitary (septic tank)	1.00 LS	\$ 20,000.00 LS	\$	20,000.00
9th St Paving	10700 LF	\$ 120.00 /LF	\$	1,284,000.00
CR 35 Roadway	3125 LF	\$ 150.00 /LF	\$	468,750.00
Contingency @ 15%			\$	303,112.50
Engineering @ 12%			\$	242,490.00
<i>(Design/Construction)</i>				
TOTAL COST				\$ 2,566,352.50

Assumptions:

Water pipe to be extended along future grid requirements as a main.

9th St paving has good existing base requires only paving

35 CR requires full road build-up with base and subgrade improvements

APPENDICIES

APPENDIX A

USAGE FINANCIAL PROJECTIONS

APPENDIX B

DIAGRAM OF RANGE

APPENDIX C

MAP OF PROPERTY AND SURROUNDING PROPERTIES

APPENDIX D

SOUND STUDY

APPENDIX E

LETTERS OF SUPPORT

APPENDIX F

DIAGRAM OF RECOMMENDED SOUND BARRIERS

APPENDIX G

LOCATION OF EAGLES NEST AND SETBACKS

APPENDIX A

ANNUAL GROSS RECEIPTS PERCENTAGE OF UTILIZATION WITH LEASE FEES AS A DEDUCTION

	A	B	C	D	E
1	Annual Gross Receipts	Percentage of Utilization	Annual Gross Receipts	6% Lease fee to CSLB	Annual Gross Receipts After Lease
2	\$2,232,000.00	100%	\$2,232,000.00	\$133,920.00	\$2,098,080.00
3	\$2,232,000.00	90%	\$2,008,800.00	\$120,528.00	\$1,888,272.00
4	\$2,232,000.00	80%	\$1,785,600.00	\$107,136.00	\$1,678,464.00
5	\$2,232,000.00	70%	\$1,562,400.00	\$93,744.00	\$1,468,656.00
6	\$2,232,000.00	60%	\$1,339,200.00	\$80,352.00	\$1,258,848.00
7	\$2,232,000.00	50%	\$1,116,000.00	\$66,960.00	\$1,049,040.00
8	\$2,232,000.00	40%	\$892,800.00	\$53,568.00	\$839,232.00
9	\$2,232,000.00	30%	\$669,600.00	\$40,176.00	\$629,424.00
10	\$2,232,000.00	20%	\$446,400.00	\$26,784.00	\$419,616.00
11	\$2,232,000.00	10%	\$223,200.00	\$13,392.00	\$209,808.00

	A	B	C	D	E
1	Item	Salary	Benefits	Employee Cost	Sub-Total
2	Director	\$61,352.00	\$19,269.00	\$80,621.00	
3	Employee	\$51,983.00	\$18,552.00	\$70,535.00	
4	Employee (Maintenance)	\$25,240.00	\$15,096.00	\$40,336.00	
5	TOTAL PERSONNEL				\$191,492.00
6					
7	General Supplies	\$13,500.00			
8	TOTAL SUPPLIES				\$13,500.00
9					
10	Water	\$720.00			
11	Electricity	\$2,100.00			
12	Gas / Heating	\$2,100.00			
13	Trash	\$1,515.00			
14	Telephone Expense	\$4,401.00			
15	Postage	\$749.00			
16	Fuel and Oil	\$2,000.00			
17	Marketing and promotions	\$2,073.00			
18	Repair and Maintenance - Veh	\$700.00			
19	Repair and Maintenance - Building and Grounds	\$13,000.00			
20	Repair and Maintenance - Equipment	\$22,000.00			
21	TOTAL PURCHASED SERVICES				\$51,358.00
22					
23					
24					
25	TOTAL ANNUAL OPERATING COST				\$256,350.00

APPENDIX B

APPENDIX C



NEAREST RESIDENCE – 585 FEET

NEXT CLOSEST RESIDENCE – 3100 FEET

APPENDIX D



EARL F. MULLINS, PE
Principal Acoustical Consultant

EXPERTISE

Mr. Mullins practices acoustical consulting in the following areas:

- environmental noise measurements, analysis and mitigation
- sound isolation and HVAC noise control in commercial buildings
- acoustical issues in multi-family housing
- industrial noise and vibration analysis
- expert witness testimony and technical support

Prior to founding **MULLINS ACOUSTICS** in 1990, he was a senior staff consultant and project manager for two major San Francisco area consulting firms. He is a registered Professional Engineer in Alaska (AK License #ME 8897), California (CA License #M25810), and Idaho (License #13107).

EDUCATION

Bachelor of Science - Mechanical Engineering, Michigan Technological University, August 1983

PROJECT EXPERIENCE

Mr. Mullins has been the primary acoustical consultant on over 2200 different projects since 1984. Typical projects include office buildings, research facilities, hotels, schools, conference & training centers, hospitals & medical facilities, environmental noise studies (EIS/EiR) and multi-family housing. He also has worked extensively implementing acoustical treatments in construction environments.

Special project experience includes expert witness, remedial/retrofit noise control engineering for existing noise problems, acoustical design of luxury single family homes, noise ordinance development and interpretation, and noise assessment for shooting ranges. Details regarding specific projects are available on request.

CREDENTIALS

"Plumbing Noise in Buildings", presented to the Institute of Noise Control Engineers annual meeting, December 1989. This paper contains the first published criteria for plumbing noise in dwellings in the United States, and suggests a test method for rating plumbing fixtures.

"Noise Control: Materials & Applications", Construction Specifier magazine (CSI), June 1994. This article covers the fundamentals of sound and vibration, and discusses the proper application of noise control materials. Also discussed are surprisingly common misuses of acoustical treatments.

"Sound Transmission Control in the UBC", Building Standards magazine (ICBO), March/April 1996, discussing the STC and IIC requirements contained in the Uniform Building Code and how they apply to residential construction.

Guest lecturer, Boise State University Construction Administration Program.

ORGANIZATIONS

ASHRAE, American Institute of Architects (professional Affiliate), Institute of Noise Control Engineers



This information describes our experience with shooting ranges. We have significant experience and expertise evaluating noise from shooting ranges. We also have experience with non-acoustical range design issues such as lighting and ventilation.

Indoor ranges are often located near commercial occupancies, sometimes even sharing space with other businesses. Ranges built near residential zones need to be carefully designed so that the range structure adequately contains gunshot noise. Outdoor ranges are challenging because of the openness. Berms, roofs, and walls are important design elements. High intensity rifle calibers are most often used on outdoor ranges, and not normally used on indoor ranges. We also have significant experience presenting testimony to planning authorities and elected officials at the city and county level, and acting as an expert witness during litigation. Additional details on any of these projects are available upon request.

Acoustical issues

Indoor shooting range noise concerns include:

- control of noise escaping through the ventilation system to the outside
- sound absorption treatment to reduce build-up of sound levels for shooters
- sound isolation from adjoining indoor spaces
- sound isolation for the range master (walls, windows, ventilation)
- PA for announcing range commands to the firing line

Outdoor shooting ranges need to address:

- use of berms, walls or barriers to contain bullets and noise
- firing line enclosures to control outdoor noise propagation
- sound absorption treatment inside the firing line enclosure
- hours of operation, number of shooters allowed
- range PA system noise levels (if used) to surrounding neighborhood

Non-Acoustical Range Design Issues

- selection and placement of bullet deflectors and bullet traps
- berm design for containment of bullets
- range lighting for firing points and for targets
- ventilation criteria and HVAC system design
- sight lines for the range master
- range hardware & control systems

In addition to 30 years as an acoustical consultant, Earl Mullins has been a competitive target shooter since the late 1970's on the Navy ROTC pistol team at University of Michigan. He is an NRA Life Member and an NRA Certified Instructor with ratings for rifle and pistol, home protection, and range officer. He also holds current competitor classification cards for several pistol and rifle categories. As both an instructor and an active competitor, he has fired in matches on and conducted training courses at literally dozens of indoor and outdoor ranges all around the country, including both civilian and military ranges.

This personal interest has been supplemented by design experience and design team interaction on several range projects. Considerable time has been spent studying the range design issues listed above. He has contributed technical data and expertise to NRA-sponsored studies of range acoustics. He has also served as an expert witness regarding shooting range noise in litigation and for planning commission hearings. Lastly, he has access to shooting range design criteria from the US Army, US Marshall's Service, US Customs Service, National Rifle Association, and other supporting technical information.



FIREARMS NOISE AND SHOOTING RANGES

We have an extensive background studying and abating all types of environmental noise, including a particular interest in shooting ranges. Project experience includes civilian ranges, police and military ranges, and noise studies for a wide variety of weaponry types and calibers. Neighborhood noise assessment is integral to the process, as is design of the range to best contain noise.

INDOOR FIRING RANGES

Training Range

Anchorage Police Department

New Indoor Police Shooting Range

City of Meridian, Idaho

AK Crime Lab / Shooting Range

State of Alaska

Presidential Club Shooting Range

Las Vegas

New Shooting Range

Eielson AFB, AK

AK Crime Lab Indoor Shooting Range

Anchorage, AK

US Marshall's Service Indoor Range

Anchorage, AK

US Customs Building Shooting Range

San Francisco, CA

New GSA Building Indoor Range

Oakland, CA

Montana Hawk Indoor Firing Range

Redwood City, CA

DF&G Hunter Education Firing Range

Fairbanks, AK

DF&G Hunter Education Firing Range

Juneau, AK

Expert Witness for Range Litigation

San Diego, CA

Top Gun Indoor Shooting Range

South San Francisco

Alco Pistol Range

Stockton, CA

OUTDOOR FIRING RANGES

FBI Range, Grand Rapids, MI

TRS Range Services

Garden Valley Shooting Range

Idaho Dept of Fish & Game

Blacks Creek Shooting Range

Idaho Dept of Fish & Game

City Range at Menard Park

Wasilla, AK

Boise Police Dept Outdoor Range

Boise, ID

Live Fire Shoot House

Gowen Army National Guard Base, Idaho

Half Moon Bay Gun Club

Pacifica, CA

Cotati Rifle & Pistol Club

Cotati, CA

Camp Parks Nat'l Guard Firing Range

Dublin, CA

Coyote Point Shooting Range

San Mateo, CA

Summary

This will be a new public shooting range built in a rural agricultural setting near Fort Lupton, Colorado. The site is approximately 3.9 miles east of downtown Fort Lupton, and about 0.6 miles southeast of the Aristocrat Ranchettes subdivision.

The nearest structures appear to be a single home and outbuildings located about 585 feet to the southwest of the nearest shotgun firing line. The range orientation shown on the preliminary plan puts the firing direction to the north, pointing away from the nearby home, which is favorable for noise. All other homes are at least 3100 feet away from the firing lines, and will not be impacted by noise.

Based on analysis, predicted gunshot sound levels from the firing line at the nearest home will comply with the applicable state, local and county codes. With the inclusion of some required noise control barriers / berms, the predicted levels at the nearby home will also meet the US Army range design noise criteria.

Therefore, there will be no adverse noise impact on the nearest homes as a result of this firing range.

Planned Use of the Range

The range will be used for all typical types of shooting events including supervised use by the public, use by law enforcement, some military training, hunter safety classes, formal matches and competitions, etc.

The complex will include an archery range located closest to the nearby home, plus three distinct firearms ranges (25 yards, 50 yards, 100 yards) on the western edge of the site. These range areas will be enclosed by berms, which serve for both bullet containment and for noise reduction. The nearest firing point on the 25 yard range is 820 feet from the nearest home. There will also be a trap and skeet area for shotguns, plus a sporting clays range. The sporting clays area is about 585 feet from the nearest home at its closest, and the trap and skeet shotgun ranges are about 660 feet from the home. The longest 100 yard range will presumably be used primarily for rifles, and is located the furthest away to the west at about 950 feet away from the nearest home. This puts the loudest sources at the greatest distance from key receiver location.

The range will be supervised by paid city staff. The range will be open seven days per week all year round during daylight hours for public use, and occasionally for closed sessions by local law enforcement agencies. Being an outdoor range, considerably less usage is expected during the winter.

Military training would be fairly infrequent, and would consist of regional National Guard units doing their monthly drill weekend and firing their typical weapons – the M-16 rifle, M-9 pistol, and the M-249 SAW (bipod mounted light machine gun in 5.56 mm caliber).

Military training would likely not occur every month and would typically be limited to the more distant 50 and 100 yard ranges.

A relatively rare occurrence (maybe once per month or less) would have local law enforcement conducting night training exercises. These training activities will cease prior to 11 pm. There will be no shooting allowed on the range after 11 pm.

Lighting is not planned for nighttime range use. Some lighting will be present for parking lots and for security purposes. If the range is used after dark by law enforcement, that agency will bring portable temporary lighting and their firing will be limited to only the 25 yard and 50 yard pistol ranges.

The average number of shooters is projected at 50% of capacity (43), and the maximum capacity is 85 shooters at one time on all ranges. There will be 10 firing points on the 100 yard range, 25 firing points on the 50 yard range, and 25 firing points on the 25 yard range. The trap and skeet area has stations for up to ten shooters on the “fans”. Sporting clays is a more “open format” type of practical shotgun shooting that would not typically have more than one or two shooters active at any given time. Full activity is likely to occur only on weekends and to a lesser degree during summer evenings for trap & skeet. During the week, especially during normal daytime work hours, there will be considerably less activity on the range.

On most public ranges, there is usually a period of roughly ten minutes with free intermittent shooting, followed by a 5-10 minute “cease fire”. People go down range and change targets. Active firing will occur for roughly 50%-65% of any given hour.

Firearms used will be pistols, rifles and shotguns of all normal types and calibers. Civilian shooters generally use common target or hunting firearms, ranging from .22 caliber to .44 Magnum pistols, and rifles ranging from .22 LR caliber up to typical hunting calibers like .30-06, .30-30, and big game rifles like .300 Winchester or 7 mm Remington Magnum.

The range will also be used periodically for law enforcement training, as most officers need to regularly qualify with their duty weapons. Qualification is needed every 90 days for some departments, and every 180 days for others. Police qualification training usually involves sporadic bursts (less than 90 seconds) of fairly intense group firing. Firearms are usually limited to duty weapons and calibers, typically handguns in 9 mm, .40 S&W or .45 ACP calibers, 12 gauge shotguns, and sometimes 9 mm or .223 semi-auto AR-15 style tactical rifles. High-powered rifles (like .308 sniper rifles) or fully automatic weapons are usually fired only by SWAT teams or special units, and do not make up a significant portion of the range use.

Based on reviews of considerable research data and field measurements, this study uses a reference level of 140 dB peak at 30 feet for shotguns, and 160 dB peak for centerfire rifles and high powered Magnum pistols. This covers all anticipated firearms likely to be used on the range. These are conservative source sound levels for firearms. (Most data in the literature show these peak levels for much closer reference distances of 12-15 feet).

Nearest Receivers

The nearest residential location is at 6495 WCR 37, about 820 feet to the southeast of the nearest firearms ranges, and about 660 feet to the southeast of the trap / skeet shotgun ranges. The sporting clays shotgun range is about 585 feet away from this nearest home. The archery ranges are slightly closer, but are not expected to make any appreciable or perceptible noise. This parcel is currently zoned agricultural, and the city planning staff informs us that there is no noise regulation applicable to agricultural land uses.

There is a neighborhood called the Aristocrat Ranchettes subdivision to the northwest of the range. The nearest homes there are roughly 3400 feet away, located along Barley Avenue and Grant Street.

The land immediately surrounding the range site appears to be agricultural and industrial with numerous oil or gas wells. In fact, there is a oil well pad and storage tanks located directly between the primary firearms ranges and the nearest home, along Weld County Road 14, the east-west access road. Additional homes are located along 9th Street about 3100 feet to the south, and 3400 feet east on Weld County Road 16, which connects to CR 37. The closest home is by far the most interesting site. Noise mitigation that is designed to protect the nearest home will also easily protect the considerably more distant residential sites, which would not need any mitigation measures. The terrain in the area is essentially flat, with the pad elevation of the nearby home and the firing lines within 15 feet of each other in elevation. The range parcel slopes up somewhat toward the north and west, to the point that the 50 yard and 100 yard ranges will be slightly excavated from the current terrain.

Gunshot noise spreads out in all directions to some degree, but is considerably more intense downrange in the direction of fire. Sound levels are at their maximum at roughly 45° on either side of the bullet path / point of impact.

Noise Limits

Per city staff, the site is used for both agricultural and industrial purposes. The parcel in question and the nearby home are agricultural zoning per county records. Agricultural land use is not listed in the state code, so we presume there are no applicable noise limits.

The city ordinances for noise include Article XII Section 10-261, the local criminal code. Paragraph a) states: “.... It shall be unlawful for any person to make any unreasonable noise or sound within the city.....”. Paragraph b) goes further and says in essence, “.... that an unreasonable noisenear a private residence....[is one that] would cause a person of ordinary sensitivities significant annoyance and irritation....”.

Section 16-42 defines zoning districts and lists the allowable noise levels for the industrial zoning. Maximum allowable levels are 70 dBA during daytime hours (7 am to 7 pm) for zoned I-2 districts abutting residential. It also lists 60 dBA as the limit for

nighttime hours (7 pm to 7 am). It does not stipulate how that level is to be reported, ie: dBA (slow), dBA (fast), Lmax, Leq, L10, etc.

For commercial land uses / zoning, Colorado state statute would apply. In summary, CRS 25-12-103 Title 25 (Noise Abatement) sets levels for "...noise radiated from property line at a distance of 25 feet or more.... shall not exceed..." and lists the following table of values:

<u>Zone</u>	<u>day (7 am – 7 pm)</u>	<u>night (7 pm – 7 am)</u>
Residential	55 dBA	50 dBA
Commercial	60 dBA	55 dBA
Light Industrial	70 dBA	65 dBA
Industrial	80 dBA	75 dBA

These limits are further adjusted by paragraph (2) which allows for 10 dB higher limits for up to fifteen minutes per hour. Paragraph (3) adjusts the limits downward by 5 dBA for "...periodic, impulsive or shrill noises....". The net effect is a limit that is 5 dB higher than show in the table for each land use. Noise from industrial land uses is therefore limited to 85 dBA daytime and 80 dBA nighttime.

Further reading of CRS Title 25 tends to default back to industrial standards for railroads, construction, and public utilities. Given the lack of clarity, we presume that industrial standards would also apply to firing range noise. In that case, the allowable noise limits would become 75 dBA daytime and 70 dBA nighttime (basic industrial limits minus five dB for impulsive character).

The Colorado code fails to state whether these are hourly Leq (average) values, but the fact that they can be adjusted upward by 10 decibels for 25% of an hour would indicate that the numerical limits are meant to be Equivalent Levels (Leq), even if that is not explicitly stated.

Based on all of this information, we conclude that the allowable hourly levels – if Title 25 is indeed applicable – would be Leq 75 daytime and Leq 70 nighttime (table values minus five decibels for impulsive character). Further, those Leq values could be adjusted upward to L25 = 85 dBA daytime and L25 = 80 dBA nighttime for not more than 15 minutes in any given hour. (L25 is the level exceeded 15 minutes out of an hour, or 25% of the time period).

There will be a PA system used by range officers to control the use of the ranges and for matches. The local noise ordinance section 10-261 (b) (2) mentions that amplified sound cannot be audible within 25 feet of a residence or inside any private residence. That is a tough criteria to meet, and will require that loudspeakers be limited in their loudness and placed behind the firing lines and be pointed to the north. In addition, highly directional horn type speakers must be used to prevent unnecessary sound from spilling back toward the home.

Since the local codes are quite permissive for agricultural / industrial land uses, we default to the US Army design criteria for firing ranges when dealing with the nearby residence.

US Army Firearms Noise Criteria

The US Army builds and operates many shooting ranges worldwide, and they have developed a standard for evaluating annoyance from firearms noise. Noise criteria for small arms ranges are described in Document AR-200-1 (1997, updated 2007) and are based on many noise studies on and around existing firing ranges, plus considerable academic research. AR-200-1 Table 14-1 indicates that sound levels up to 87 dB peak are considered "normally acceptable" for noise-sensitive land uses such as residential zones, schools, hospitals, etc. That threshold is based on fewer than 15% of the population being annoyed by gunshot noise, and 1% being highly annoyed. Higher levels of 88-104 dB peak are considered "normally incompatible" with noise sensitive land uses, with up to 13% of the population categorized as "highly annoyed". Levels above 104 dB peak at homes are considered to be incompatible with residential and other noise-sensitive land uses.

When dealing with subjective perception of transient sounds, the "fast" or "impulse" number usually tracks best with subjective human response. Peak levels are generally not perceptible differently from impulse levels. Human response to noise and judgment of loudness is always a subjective and variable matter. There is no definitive number where everyone accepts the noise, and above that threshold there are complaints. Similarly, there is no given number where everyone agrees that noise is acceptable all of the time.

Peak sound level requires some explanation to be understood. Peak does not simply mean the highest observed momentary level on the meter. That is the maximum level or Lmax. A sound level of 87 dB *peak* appears to be a very high number, but it is not. We are all exposed to peak levels of that magnitude (and much higher) many times per day in the course of daily life. A car door closing at four feet is 106 dB peak and 88 dBA impulse, for example. The four primary ways to measure time-varying sound levels are: peak, impulse, fast, and slow. These are the standard settings available on most sound level meters.

Sound meters use various standard time constants or averaging periods when measuring sound. The "slow" setting uses a 1 second response time or averaging period. "Fast" uses 1/8 second or 125 milliseconds, which could also be thought of as eight samples per second. "Impulse" uses 35 milliseconds, or about four times faster than the "fast" setting, roughly 40 samples per second. "Peak" uses the highest instantaneous value detected, even if occurring only for less than 1/1000 of a second. No sound meter display (either needle or digital) can keep up with the constantly fluctuating instantaneous peak levels, so the peak is usually stored as a separate value.

Different time settings on the sound meter will yield different resolution and results, with faster settings better capturing the transient profile of quicker events. Impulse sound

measurements for firearms are typically 20 decibels lower than peak values, and “fast” values are 6-8 decibels lower than impulse levels for the same gunshot. The net effect is that peak levels of 87 dB are comparable to many commonly occurring sounds in the area that might measure roughly 65 decibels using the “fast” setting and 60 dB or less using the “slow” setting on the sound meter.

When dealing with firearms noise the following levels have been observed with different time weightings. For example, a .22 caliber pistol measured at fifteen feet directly to the side of the muzzle produces the following typical sound levels:

133 dB peak
113 dB impulse
107 dB fast
102 dB slow

These are all different ways to quantify the same noise event. As can be seen by the range of values, it is critical to also state the quantity being measured, ie: the time setting that was used.

Peak levels are so short in duration that they generally do not vary with the number of shooters, only with the type of firearm or the intensity of the cartridge used. There can be some variation in the *time-averaged* levels (L_{eq} , L_{10} , L_{max}) because of the number of shooters. L_{max} and L_{eq} can change for different numbers of shooters and the specific intensity of the course of fire. More shooters and more rapid firing correlates into somewhat higher “average” noise levels.

Ambient Sound Levels

The existing background or ambient sound levels in the area of this range site were not measured. Background noise levels have been measured in rural areas on many occasions and we have a good library of the typical levels to be expected (excluding unusual local activities).

We are concerned about the pre-existing ambient noise for two reasons:

- to document the pre-existing conditions
- for comparison against the local noise ordinance or the Army peak noise criteria

Ambient measurements describe and document the types and magnitudes of noises that already occur regularly in the area, apart from any sounds that will be produced by the new firing range. Even for areas that appear to be very quiet, there are numerous momentary noise events that occur all the time.

Equivalent Level (L_{eq}) is the standard quantity used to describe time-varying sounds. L_{eq} is an integrated sum of the total energy contained in a variable sound level. While not mathematically precise, L_{eq} can be thought of as the “average” level for the period in question.

Lmax is the momentary maximum level observed on the display of the meter. L01 is the “one percentile” level, or the level exceeded only 1% of the measurement period (36 seconds per hour typically). L10 is generally considered to be the loudest regularly recurring noise level, barring exceptional events, and totals six minutes of each hour. L90 is generally considered to be the “noise floor” or the quietest recurring level except for exceptionally quiet moments – no wind, no birds, and no traffic.

There are usually many pre-existing noise sources, even for remote rural locations. Some specific momentary yet recurring noise events and their levels expected at the nearest home are: and their levels in rural locations are:

cars on local roads @ 150 feet	40-48 dBA	88 dB peak
trucks on local roads @ 150 feet	52-63 dBA	97 dB peak
aircraft overflights	52-63 dBA	91 dB peak
birds and animal noises	40-53 dBA	86 dB peak
wind in the trees	40-50 dBA	78 dB peak
aircraft overflights (distant)	68 dBA	

A notable amount of pre-existing noise is usually present for homes in rural areas. Even though this is a fairly quiet rural area, it will not be silent. There are still numerous noise events occurring regularly, apart from sounds that the firing range will eventually add. For example, wind noise is usually 40-42 dBA at 5 mph or less, with levels of 49-50 dBA being common during occasional gusts of 10-12 mph. There is a general aviation airport (Platte Valley Airpark) located about 1.5 miles east of the range site and the nearest home. It is therefore reasonable to expect some intermittent aircraft noise from the traffic pattern and from airplanes transiting to / from this airfield. There will also be vehicles coming and going, including trucks servicing the oil wells in the area (both present and future wells). To the south of the nearby home, there is a creek or irrigation canal with service roads on either side.

For this analysis, we have assumed the following background sound levels for the area:

Lpeak	80-88 dB
Lmax	66-72
Leq	47-48 daytime
Lmin	36

These levels are based on reviews of considerable field noise data performed for rural and remote sites that have little or no transportation noise (roads, airports, railroads).

Ambient noises in rural areas are typically Leq 45-55 dBA for the daylight hours when the range is most likely to be used. Ambient noise during the middle of the night (2-5 am) is typically about Leq 40 dBA in rural settings. It is rare for even rural and remote sites to have ambient levels less than Leq 40 dBA. Specific recurring noise events usually include distant aircraft flyovers, local and distant vehicle traffic, wind noise, distant trains, and animal noises (birds, dog barks).

It can be challenging to quantify the “typical” ambient noise level since it naturally varies from hour to hour, depending on what occurs during that period. Ambient sound typically hits maximum values during the morning and evening commute hours, when people are travelling to and from work. Ambient noise is quietest during the middle of the night, when human and animal activity is minimal, and the wind is typically calm.

Predicted Gunshot Sound Levels at Nearby Homes

Measurements from a police department qualification shoot with multiple officers – which represents a fairly heavy and intense usage of a range - showed an $L_{peak} = 129$ dB at a reference distance of 30 feet from behind the firing line, using .223 rifles. L_{peak} values for heavier and more intense calibers like .308 are roughly 10 dB higher than the .223, or around 140 dB at 30 feet (excluding directional factors). This correlates well with measurements from other outdoor public, law enforcement, military and private gun ranges, using a variety of calibers and firearm types. For consistency, 30 feet has been used as the sound source level on each range. Distance factors are calculated from the reference of 30 feet.

The standard distance attenuation rate is -6 dB per doubling of distance. A level of 100 dB at 30 feet becomes 94 dB at 60 feet, 88 dB at 120 feet, and so forth. But research shows that highly impulsive gunshot noises diminish more rapidly than the standard rate, at ~9.5 dB per doubling. A 9 dB distance rate has been used for this analysis to be conservative.

The nearest home is about 585 feet away from the sporting clays firing line and about 660 feet to the trap /skeet “fans”. Distance to the home is about 820 feet from the 25 yard range, 885 feet from the 50 yard range, and 950 feet from the 100 yard rifle range. Using the impulsive noise distance rate yields the distance attenuation factors shown in the table below.

Preliminary calculations show that an eight foot high barrier / berm will be needed to meet US Army range criteria, and would best be located 20 feet (or less) from the firing lines. The barrier should be designed to substantially enclose the firing lines, preventing all direct line-of-sight between the firing lines and the nearby home. This barrier will yield at least 12 dB of attenuation.

Finally, gunshot noise is directional. The highest levels occur along the path of bullet travel or the muzzle axis, with progressively lower levels further from the direction of fire. At 90° the directionality factor is about -10 dB, and near 180° the factor is -18 dB or more. For the shotgun ranges, a directionality factor of -10 dB has been used.

The predicted levels at the nearest homes are therefore:

		distance	barrier....	directionality	
shotguns	140 dB	- 38 dB	-- 12 dB	-- 10 dB	= 80 dB peak
25 yard range	160 dB	- 43 dB	-- 12 dB	-- 18 dB	= 87 dB peak
50 yard range	160 dB	- 44 dB	-- 12 dB	-- 18 dB	= 86 dB peak
100 yard range	160 dB	- 45 dB	-- 12 dB	-- 18 dB	= 85 dB peak

While high-powered centerfire rifles are the loudest in absolute terms, they will be located further way from the home. Shotgun firing points are located closer, but shotguns are considerably quieter.

Levels of 87 dB peak or less will be comparable to many existing ambient noises, and are at or below the Army's criteria of 87 dB peak to generally avoid or minimize annoyance from gunshot noise at homes. These predicted gunshot levels are similar to the likely pre-existing ambient peak noise levels during all but the quietest and calmest nighttime hours.

The predicted levels will also easily meet the requirements of the local and state noise ordinances. The local noise ordinance contains a daytime limit at residences of Leq 75 dBA for any given hour, and L25 of 85 dBA for up to 15 minutes during an hour. Field data shows that concentrated bursts of gunfire during police qualification shooting typically raises the ambient Leq by about 5-6 dBA during the 90 seconds or so that such bursts of fire occur. Averaged over an entire hour, there would be almost no discernable difference in the Leq value for hours with and without gunfire. The ambient noise generally varies more than that from hour to hour.

We conclude that there will **not be an adverse noise impact** for the nearest homes as a result of building this police firing range. The berms are needed, but an eight foot berm / barrier height relative to the firing line elevation will provide adequate noise attenuation.

Conclusions

Based on the planned design and expected use of the range, plus the noise mitigation (berms and barriers) already included in the design, **we predict no adverse noise impact at nearby homes.**

- The criteria most often used to assess gunshot noise impact on residential property is 87 dB *peak* at residences. This is the US Army small arms range design criteria. The predicted gunshot levels at the nearest home are 87 dB peak or less, including the effect of distance and the berms / barriers around the perimeter of the range.
- Gunshot noise levels will most likely be equal to or less than the existing levels in the area, except for perhaps the quietest of calm nighttime hours. They will also comply with local, county and state noise ordinances.
- The gunshot sounds will likely be audible at the nearby home. But there are also many other naturally occurring noises in the vicinity, some having comparable overall peak sound levels, and many being equal or higher than the predicted gunshot L_{peak} values. Furthermore, gunshots will be intermittent and will not raise the average levels appreciably during any given hour.
- PA speakers on the range need to be located behind the firing lines and pointed to the north or northwest, aimed away from the nearest home. Use directional “horn” type speakers, and set the overall volume to the lowest useable level. There should be at least 3-4 speakers covering each of the ranges, to minimize distance to shooters, which allows for lower overall output levels.

APPENDIX E



OFFICE OF BOARD OF COMMISSIONERS
PHONE: 970-336-7204
FAX: 970-336-7233
1150 O STREET
P.O. BOX 758
GREELEY, COLORADO 80632

May 5, 2015

The Colorado State Board of Land Commissioners
1127 Sherman Street, Suite 300
Denver, Colorado 80203

Attn: Abraham Medina

Dear Mr. Medina:

Finding areas for individuals to practice firearms and archery arts continues to be a serious issue within Northern Colorado. Citizens unable to find suitable public ranges often resort to shooting in public areas, sometimes causing hazardous situations to themselves and others. Currently, shooters in Northern Colorado must travel to the Briggsdale area of Weld County to shoot at a public range. There are some private ranges in the area; however, available space and cost are prohibitive for many shooters.

In an endeavor to improve this situation, and to enhance the amenities available to the citizens of Fort Lupton and the surrounding area, The City of Fort Lupton, in conjunction with the Colorado Department of Wildlife, are proposing construction of a municipal shooting sports complex. This shooting sports complex would include a rifle range, a pistol range, a black powder range, a skeet range, a trap range, a clay range, a small caliber range, and an archery range, all on a 120-acre parcel of land located adjacent and northeast to property owned by the city. The 120-acre site is owned by the State Board of Land Commissioners, and is proposed to be leased to the City of Fort Lupton for this described use. The site will be annexed into the City of Fort Lupton and any improvements to the property will be subject to public input through the land use planning process.

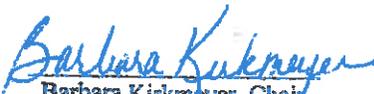
The shooting sports complex will be a city enterprise and will be managed by the City of Fort Lupton. We expect that the impact to surrounding landowners will be minimal.

The Board of Weld County Commissioners fully supports the concept of a shooting sports complex within the City of Fort Lupton. Please feel free to contact us if we may be of any additional assistance in this matter.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS


Mike Freeman, Pro Tem


Barbara Kirkmeyer, Chair


Sean P. Conway


Julie A. Cozad


Steve Moreno

cc: Don Warden

APPENDIX F

APPENDIX G



COME PAINT YOUR FUTURE WITH US

Upcoming Events

February 10, 2016

Town Hall Meeting – Mulligan Joe’s Sports Grill - 815 7th Street – 6:30 p.m.

February 15, 2016

City Offices Closed in Observation of President Day

February 24, 2016

Town Hall Meeting – 130 South McKinley Avenue – 6:30 p.m.