

Century Link
700 W. Mineral ND E2.24
Littleton, CO 80120



April 28, 2020

Maria Lancto
Planner I
130 S. McKinley Ave.
Fort Lupton, CO 80621
Office: 303.857.6694
Extension: 6107
Cell: 303.718.0172
Planningdept@fortluptonco.gov

CenturyLink appreciates the opportunity to provide the Thunder Valley subdivision with its future communication needs. In response to the request for a comment, CenturyLink will work with the developer on determining what the needs will be. Upon such determination, CenturyLink will undertake an analysis of the construction required and the cost to complete that construction. It is only at that point, and given the prevailing Terms and Conditions of the Local Terms of Service that CenturyLink will make a determination whether it can or cannot provide service.

The services to be requested will be provided for under the prevailing Terms and Conditions of the Local Terms of Service posted on our CenturyLink web site at www.CenturyLink.com/tariffs.

Sincerely,
Mark Fairchild
Century Link Engineering
700 W. Mineral ND E2.18
Littleton, CO 80120
Office: (720)-567-6689
Mark.fairchild@centurylink.com

From: [Kathy Naibauer](#)
To: [PlanningDept](#)
Subject: Referral response Thunder Valley Preliminary and Final PUD Plat
Date: Wednesday, April 29, 2020 3:54:11 PM
Attachments: [Blank Exclusion Petition.pdf](#)

Thank you for the opportunity to review the Thunder Valley project. Because the property is annexed to Fort Lupton, it is appropriate that the landowner petition for exclusion from Central Weld's District to avoid the potential of being taxed twice for the same service. Attached is a form that can be completed by the landowner and returned to our office for processing and recording. As a Title 32 Special District, Central Weld can choose to serve properties outside it's tax area which will be the case for this project. Please contact our office with any questions.

Regards,

Kathy Naibauer

Central Weld County Water District
2235 2nd Ave
Greeley, CO 80631

Phone 970 352 1284

PETITION FOR EXCLUSION

STATE OF COLORADO)
)ss
COUNTY OF WELD)

CENTRAL WELD COUNTY WATER DISTRICT

TO: THE BOARD OF DIRECTORS OF THE CENTRAL WELD COUNTY WATER DISTRICT

I/we, being all of the owners of the below described real property, which property is now included within the boundaries of the above named District, hereby petition the Board of Directors of said Central Weld County Water District to exclude the below described real property from the boundaries of said District for the following reasons:

ANNEXED TO THE TOWN OF _____

Request for the exclusion of such property is hereby made by the below signers, which signers constitute all of the fee owners of said below described property.

Legal description including Parcel No. from Weld County Assessor:

Weld County Parcel Number: _____

Dated this _____ day of _____, 20 _____.

Petitioner

BY: _____
Owner or Authorized Representative

BY: _____
Owner or Authorized Representative

STATE OF COLORADO)
)ss
COUNTY OF)

The foregoing Petition was acknowledged before me this _____ day of _____, 20 _____, by _____

Witness my hand and official seal,

Notary Public

My commission expires:



Fort Lupton Fire Protection District

1121 Denver Avenue • Fort Lupton, Colorado 80621

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

Date: 5/12/2020

Project name: Thunder Valley Preliminary and Final PUD Plat

Project address: Cr 21 and Cr 10, Fort Lupton, Co 80621

FLFPD Project # R2020-024

Plan reviewer: Taw Tamlin, Fire Marshal

The Fire District has reviewed the referral for **Thunder Valley Preliminary and Final PUD Plat** located at **Cr 21 and Cr 10**, Fort Lupton, CO 80621. The referral was reviewed for compliance with *2012 International Fire Code (IFC)* and the current National Fire Protection Association (*NFPA*) standards as adopted by the Fort Lupton Fire Protection District, City Council of Fort Lupton, and the Weld County Commissioners. The following specific and general requirements and conditions shall be met.

Specific Requirements:

1. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1). *2012 IFC, D103.1*
2. The minimum turning radius shall be determined by the fire code official. *2012 IFC, D103.3*
 - a. See attached document showing the minimum turning radius needed
3. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads, and shall meet the requirements of Section D104.3. *2012 IFC, D107.1*

Exceptions:

1. Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 of the International Fire Code, access from two directions shall not be required.

2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.

4. The minimum fire-flow and flow duration requirements for one- and two-family dwellings having a fire-flow calculation area that does not exceed 3,600 square feet (344.5 m²) shall be 1,000 gallons per minute (3785.4 L/min) for 1 hour. Fire-flow and flow duration for dwellings having a fire-flow calculation area in excess of 3,600 square feet (344.5m²) shall not be less than that specified in Table B105.1. *2012 IFC, B105.1*

 Exception: A reduction in required fire-flow of 50 percent, as approved, is allowed when the building is equipped with an approved automatic sprinkler system.

5. The minimum number of fire hydrants available to a building shall not be less than that listed in Table C105.1. The number of fire hydrants available to a complex or subdivision shall not be less than that determined by spacing requirements listed in Table C105.1 when applied to fire apparatus access roads and perimeter public streets from which fire operations could be conducted. *2012 IFC, C103.1*

**TABLE C105.1
NUMBER AND DISTRIBUTION OF FIRE HYDRANTS**

FIRE-FLOW REQUIREMENT (gpm)	MINIMUM NUMBER OF HYDRANTS	AVERAGE SPACING BETWEEN HYDRANTS ^{a, b, c} (feet)	MAXIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD FRONTAGE TO A HYDRANT ^d
1,750 or less	1	500	250
2,000-2,250	2	450	225
2,500	3	450	225
3,000	3	400	225
3,500-4,000	4	350	210
4,500-5,000	5	300	180
5,500	6	300	180
6,000	6	250	150
6,500-7,000	7	250	150
7,500 or more	8 or more ^e	200	120

For SI: 1 foot = 304.8 mm, 1 gallon per minute = 3.785 L/m.

a. Reduce by 100 feet for dead-end streets or roads.

b. Where streets are provided with median dividers which cannot be crossed by fire fighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes and have a traffic count of more than 30,000 vehicles per day, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis up to a fire-flow requirement of 7,000 gallons per minute and 400 feet for higher fire-flow requirements.

c. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide for transportation hazards.

d. Reduce by 50 feet for dead-end streets or roads.

e. One hydrant for each 1,000 gallons per minute or fraction thereof.

6. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a



Fort Lupton Fire Protection District

1121 Denver Avenue • Fort Lupton, Colorado 80621

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

monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained. *2012 IFC, 505.1*

7. When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2. *2012 IFC, 501.4*
8. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet (30 480 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available. *2012 IFC, 3310.1*

Please contact Fire Marshal, Taw Tamlin at 303-857-4603 if you have questions or need further assistance.



Turning Performance Analysis

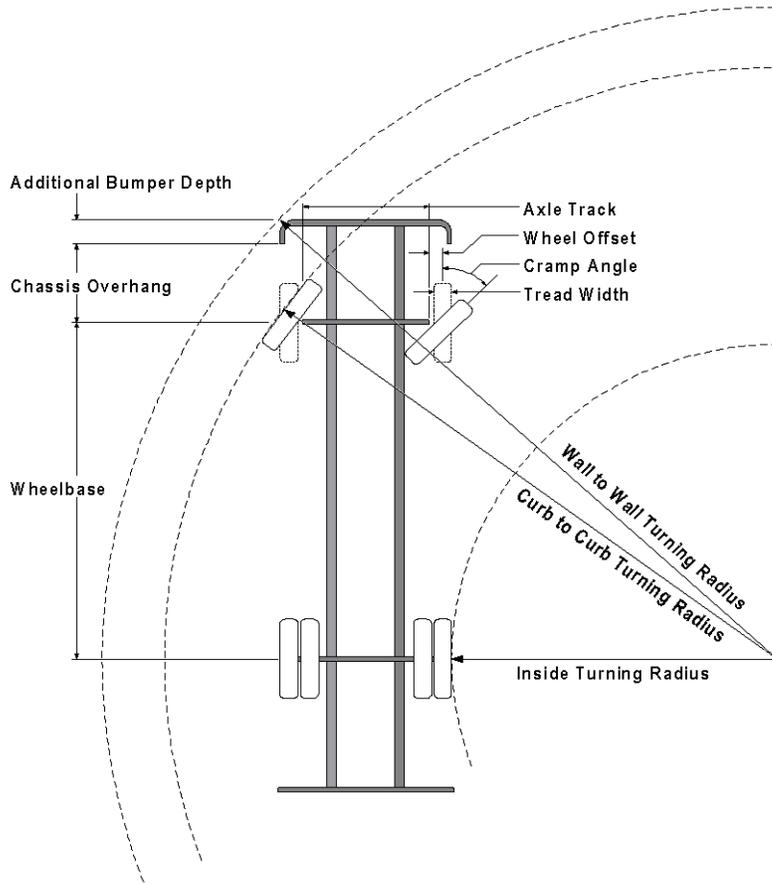
12/6/2012

Bid Number: 299

Department:

Chassis: Arrow-XT Chassis, PAP/SkyArm/Midmount MUX, 2010

Body: Aerial, Platform 100', Alum Body



Parameters:

Inside Cramp Angle:	45°
Axle Track:	82.92 in.
Wheel Offset:	5.25 in.
Tread Width:	17.4 in.
Chassis Overhang:	68.99 in.
Additional Bumper Depth:	19 in.
Front Overhang:	156.6 in.
Wheelbase:	247 in.

Calculated Turning Radii:

Inside Turn:	19 ft. 5 in.
Curb to curb:	35 ft. 6 in.
Wall to wall:	44 ft. 2 in.

Comments:

CategoryID	Category Description	OptionCode	OptionDescription
6	Axle, Front, Custom	0018453	Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, DLX/Enf/Qtm/AXT
30	Wheels, Front	0001656	Wheels, Front, 22.50" x 12.25", Steel, Hub Pilot
31	Tires, Front	0594821	Tires, Front, Goodyear, G296 MSA, 425/65R22.50, 20 ply
38	Bumpers	0550016	Bumper, 19" Extended, AXT, Dash CF
437	Aerial Devices	0592931	Aerial, 100' Pierce Platform, 50 MPH Wind Rating, 150lb Tip Load Allowance

Notes:

Actual Inside Cramp Angle may be less due to highly specialized options.

Curb to Curb turning radius calculated for a 9.00 inch curb.



Turning Performance Analysis

12/6/2012

Bid Number: 299

Chassis: Arrow-XT Chassis, PAP/SkyArm/Midmount MUX, 2010

Department:

Body: Aerial, Platform 100', Alum Body

Definitions:

Inside Cramp Angle	Maximum turning angle of the front inside tire.
Axle Track	King-pin to King-pin distance of the front axle.
Wheel Offset	Offset from the center-line of the wheel to the king-pin.
Tread Width	Width of the tire tread.
Chassis Overhang	Distance of the center-line of the front axle to the front edge of the cab. This does not include the bumper depth.
Additional Bumper Depth	Depth that the bumper assembly adds to the front overhang.
Wheelbase	Distance between the center lines of the vehicle's front and rear axles.
Inside Turning Radius	Radius of the smallest circle around which the vehicle can turn.
Curb to Curb Turning Radius	Radius of the smallest circle inside of which the vehicle's tires can turn. This measurement assumes a curb height of 9 inches.
Wall to Wall Turning Radius	Radius of the smallest circle inside of which the entire vehicle can turn. This measurement takes into account any front overhang due to chassis, bumper extensions and/or aerial devices.

From: [Jake Freier](#)
To: [Maria Lancto](#)
Cc: [Alyssa Knutson](#); [Stephanie Darnell](#); [Todd Hodges](#)
Subject: RE: Referral Response Request: Thunder Valley Preliminary and Final PUD Plat; LUP2020-0016; PPL2020-0002; FPL2020-0004
Date: Tuesday, April 28, 2020 8:15:04 AM
Attachments: [Thunder Valley Prelim Plat \(AK and JF Redlines\).pdf](#)
[Thunder Valley Final Plat \(AK and JF Redlines\).pdf](#)
[image002.png](#)

I'm attaching my redlines and email comment as an official referral response to this project.

Thanks...

Jake

Good morning,

The legal description seems good with these plats. However, I noticed when I looked back at them yesterday afternoon that the legal doesn't match the drawings. I don't know why the surveyor did it that way because the drawing bearings and distances match the original annexation plat bearings and distances. I'll update the redlines and send them your way.

Cheers,

Jake

From: Maria Lancto
Sent: Monday, April 27, 2020 4:33 PM
To: Maria Lancto <MLancto@Fortluptonco.gov>
Cc: Alyssa Knutson <AKnutson@Fortluptonco.gov>; Stephanie Darnell <sdarnell@Fortluptonco.gov>; Todd Hodges <thodges@Fortluptonco.gov>
Subject: Referral Response Request: Thunder Valley Preliminary and Final PUD Plat; LUP2020-0016; PPL2020-0002; FPL2020-0004

Hello,

The documentation located at the following link is submitted to you for review and recommendation for a Preliminary and Final PUD Plat that is being reviewed concurrently by the City of Fort Lupton. The application documents can be reviewed at the following link: [Thunder Valley Preliminary and Final PUD Plat](#).

Any comments you consider relevant to this request would be appreciated. Please reply by **May 18, 2020**, so that we may give full consideration to your recommendation. Any response not received before or on this date may be deemed to be a favorable response to the Planning & Building Department.

The public hearings for this matter will be held at Fort Lupton City Hall – 130 S. McKinley Avenue and are scheduled for the following dates:

- **Planning Commission on Thursday, May 28, 2020 at 6:00 PM**
- **City Council on Tuesday, June 16, 2020 at 7:00 PM**

Comments may be sent via mail, faxed to 303.857.0351 or emailed to planningdept@fortluptonco.gov.

Your time in this matter is greatly appreciated!

Thank you,

Maria Lancto
Planner I
130 S. McKinley Ave.
Fort Lupton, CO 80621
Office: 303.857.6694
Extension: 6107
Cell: 303.718.0172



MEMO

To: Todd Hodges
 Alyssa Knutson
CC: JC York (J&T)

From: Roy Vestal

Date: May 6, 2020

Subject: Thunder Valley Preliminary and Final PUD Plat; LUP2020-0016;
 PPL2020-0002; FPL2020-0004
 Public Works Review

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

1. Final Plat

- a. Can Outlot A be labeled as dedication for public ROW instead of deeding to the City as indicated in cover sheet notes?

2. Drainage

- a. Final Drainage Study as submitted is approved.

3. Transportation

- a. Additional ROW dedications are acceptable.
- b. Prefer Outlot A be labeled as dedication for public ROW on Plat instead of deeding to the City as indicated in cover sheet notes of Final Plat

4. Landscape / Grading - Chapter 2 Design Standards

- a. A SWMP and Stormwater Discharge permit must be acquired from CDPH&E. Please submit proof of prior to receiving construction permits. Please provide copy of permit from CDPH&E.
- b. Review of proposed landscape plans are required to determine sight triangle issues.
- c. Include City's Grading and Erosion Control Standard Notes (2.11.03).
- d. Include seeding for soil stabilization.

5. Utilities

- a. **Water** - Service by Central Weld Water
- b. **Sanitary Sewer** - permitting through county for septic systems
- c. **Storm Sewer - Chapter 5**
 - i. Maintenance of proposed open space and drainage will be responsibility of HOA as indicated on Plat, Thunder Valley Notes.
- d. **Roadway - Chapter 6**
 - i. *Section 6.33.00* A Pavement Design Report will be required prior to roadway paving in the future. Geotech report as submitted is acceptable
 - ii. The typical road section shows only Class VI road base being installed at this time. Be advised, the City will not maintain this roadway until pavement is in place.
- e. **Traffic Control - Chapter 8**
 - i. The Traffic Study as submitted is acceptable.
- f. **Construction Notes Sheet 2:**
 - i. Water #8 - That is our test criteria, but the water line will be Central Weld's.
 - ii. Please add City Standard Notes

6. **Public Improvement Agreement** – A Subdivision Improvements Agreement will be required for the construction of roadways and storm systems. See attached template.

Final approval of drawings does not infer the drawings are error free. The City shall have full authority to review and approve all submittals and construction for compliance with these DESIGN STANDARDS and CONSTRUCTION SPECIFICATIONS. An approval or acceptance by the City does not relieve the owner, engineer, designer, or contractor from responsibility for ensuring that the calculations, plans, specifications, construction, and record drawings are in compliance with these DESIGN STANDARDS. Any approval or acceptance by the City shall not result in any liability to the City or its employees for any claim, suit, loss, damage, or injury resulting from the use or implementation of the approved documents. Nothing in these DESIGN STANDARDS shall be construed to circumvent any sections of the City of Fort Lupton Code or sub codes, pertaining to responsibility for reports, studies, designs, and construction.



Public Works

130 S. McKinley Avenue Phone: 303-857-6694
Fort Lupton, CO 80621 Fax: 303.857.0351
www.fortlupton.org

**SUBDIVISION IMPROVEMENTS AGREEMENT
FOR
THUNDER VALLEY**

THIS AGREEMENT is made and entered into this _____ day of _____, by and between the **CITY OF FORT LUPTON**, a municipal corporation, in the County of Weld, State of Colorado, hereinafter referred to as the "City," and **4Z Investments, LLP**, hereinafter referred to as "Developer", together referred to as the "Parties".

WHEREAS, the Developer submitted a Planned Unit Development for the Subdivision entitled "Thunder Valley PUD Case No. LUP2020-0016; FPL2020-0004" (the "PUD"), which PUD depicts the proposed project (the "Development") to be constructed by Developer on the property depicted on the PUD, which is the "Subject Property"; and

WHEREAS the PUD was approved by the City of Fort Lupton City Council on June 16, 2020 by **Resolution No. 2020R00?** with condition of approval I.C. requiring a Subdivision Improvements Agreement; and

WHEREAS the Developer has submitted a Subdivision Plat for the Development entitled Thunder Valley Subdivision Filing No. 1 as approved by the City of Fort Lupton City Council on February 6, 2017 by Resolution No. 2017R009; and

WHEREAS, Developer is required to construct certain public improvements (the "Improvements") as a condition of PUD and subdivision approval for the Development; and

WHEREAS, Section 17-23(c) of the City of Fort Lupton Municipal Code requires that a subdivision agreement for public improvements be executed by the Developer and the City and recorded in the office of the Weld County Clerk and Recorder; and

WHEREAS, Section 17-23(f)(7) of the City of Fort Lupton Municipal Code requires that the installation of the required public improvements be guaranteed in the form of letter of credit, cash, or other suitable means, which have been approved by the City Attorney.

NOW, THEREFORE, in consideration of the foregoing, the Parties promise, covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Development Obligation. Developer shall be responsible for performance of the covenants set forth herein. Unless as otherwise amended within this agreement, the Developer shall be responsible for performance of all requirements in this agreement.

1.2 Engineering and Surveying Services. Developer agrees to furnish, at its expense, all necessary engineering and surveying services relating to the design layout and construction of the improvements (the "Improvements") depicted on Exhibit "A" attached hereto and fully incorporated herein by this reference. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law, and shall conform to the standards and criteria for public improvements as established and approved by the City as of the date of submittal to the City.

1.3 Construction Standards. Developer shall construct all Improvements required by this Agreement, in accordance with plans and specifications approved in writing by the City, in conformance with all applicable codes and ordinances as adopted by the City, and in full conformity with the City's construction and specifications applicable at the time of actual construction.

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement shall be submitted to or rendered by the City Administrator, or his designee, who shall have general responsibility for coordinating development with Developer.

1.5 Construction Acceptance and Warranty. No later than ten (10) days after the Improvements are completed, Developer shall request and the City shall provide inspection by the City. If Developer does not request this inspection within ten (10) days of completion of the Improvements, the City may conduct the inspection without the approval of Developer. Developer shall provide "as-built" drawings no later than thirty (30) days after the Improvements are completed. If the Improvements completed by Developer are satisfactory, the City shall grant construction acceptance ("Construction Acceptance") within ten (10) days of the Developer's submission of "as-built" drawings, which shall be subject to final acceptance ("Final Acceptance") as set forth herein. If the Improvements completed by Developer are unsatisfactory, the City shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Construction Acceptance within ten (10) days from the date of City inspection. Developer shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Developer does complete the repairs, replacements, construction or other work required, Developer shall request a re-inspection of such work within ten (10) days to determine if Construction Acceptance can be granted. The City shall provide either Construction Acceptance or written notice of additional repairs, replacements, construction or other work required to receive Construction Acceptance within ten (10) days of the re-inspection date. The City shall issue no certificate of occupancy until the City has granted the Construction Acceptance.

1.6 Final Acceptance. At least thirty (30) days before one (1) year has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Developer shall request a Final Acceptance inspection. The City shall inspect the Improvements and shall notify the Developer in writing of all deficiencies and necessary repairs. After Developer has corrected all deficiencies and made all necessary repairs identified in said written notice, the City shall issue to Developer a letter of Final Acceptance.

1.7 Testing and Inspection.
(a) At all times during construction of the public improvements, the City shall have access to inspect materials and workmanship, and all materials and work not conforming to the

approved plans and specifications shall be repaired or removed and replaced at Developer's expense so as to conform to the approved plans and specifications.

(b) The Developer will be responsible for oversight of the construction of the public improvements. The Developer shall solicit and retain a third-party engineer or inspector, solely at Developer's cost, to perform oversight, provided the engineer/inspector's qualifications are approved by the City prior to commencement of construction of the public improvements. The Developer will provide the resume of a Civil Engineer, or other qualified inspector(s), of the construction and installation of such improvements before construction may begin. The City Engineer or the City's designee shall determine the amount of oversight required, after consultation with the Developer.

(c) All testing required by the City's "*Standards and Specifications for the Design and Construction of Public Improvements*" shall be the responsibility of the Developer. All test reports shall be provided to the City Engineer.

(d) All work shown on the Improvements plans requires inspection by the City. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m. During the hours listed above and except as otherwise provided for in advance, inspections shall be scheduled a minimum of three (3) business days in advance.

1.8 Indemnification and Release of Liability. Developer agrees to defend, indemnify and hold harmless the City, its officers, employees, agents or servants, and to pay any and all judgments rendered against said persons on account of any suit, actions or claim caused by, arising from, or on account of acts or omissions by the Developer, its officers, employees, agents, consultants, contractors and subcontractors; provided, however, that Developer's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the City. Said obligation of Developer shall be limited to suits, actions or claims based upon conduct prior to Final Acceptance by the City of the construction work. Developer acknowledges that the City's review and approval of plans for development of the Subject Property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Developer or third parties is assumed by such review approval.

1.9 Insurance. Developer shall furnish to the City upon request proof thereof that all employees and contractors engaged in the construction of Improvements are covered by adequate Worker's Compensation Insurance and Public Liability Insurance.

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

under all OSHA rules and regulations.

2.0 CONSTRUCTION OF IMPROVEMENTS

2.1 Rights-of-Way, Easements and Permits. Before the City may approve construction plans for any Improvements herein agreed upon, Developer shall acquire, at its own expense, all rights-of-way and easements depicted on the Plat, as required by the City for the construction of the Improvements. All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by deed, easement, license, agreement in form and substance acceptable to the City Administrator or the Administrator's designee. All title documents shall be recorded at the Developer's expense.

3.0 INFRASTRUCTURE IMPROVEMENTS

3.1 Public Improvements

The Developer agrees to construct public improvements (the "Improvements"), within the Subdivision, depicted on Exhibit "A" attached hereto and fully incorporated herein by this reference. The Developer shall be responsible for providing the City with a Security Bond, Letter of Credit, or cash deposit with the City (the "Security") guaranteeing installation of the Improvements that are not completed prior to issuance of the first building permit for each Filing. The amount shall be one hundred twenty-five percent (125%) of the applicable estimated cost of the required Improvements per approved Construction Drawings. The City may accept portions of the Improvements, reducing the Security for each portion completed and accepted by the City, to no less than twenty-five percent (25%) of the actual or estimated construction costs, whichever is greater, for each completed system. Each Improvement phase shall define a system, i.e. roadways system, sewer system, water system. The remaining twenty-five percent (25%) percent for each system shall be retained to secure the Developer's warranty during the designated warranty period. A warranty period of two (2) years shall apply to all public improvements. The City shall release or return the Security to the Developer within Thirty (30) days of receipt of the Conditional Acceptance as provided in paragraph 1.5 herein, less the twenty-five percent (25%) of construction costs to be retained during the warranty period. Upon Final Acceptance of the Improvements as provided in paragraph 1.6 herein, the twenty-five percent (25%) Security retained during the warranty period shall be released or returned to the Developer within Thirty (30) days of issuance of the Final Acceptance.

4.0 LANDSCAPE, PARK AND TRAIL IMPROVEMENTS

The Developer agrees to construct certain Landscape, Park and Trail improvements located within the Subdivision (the "Landscape, Park and Trail Improvements") per the approved P.U.D. referenced as Exhibit "B" attached hereto and fully incorporated herein by this reference, as part of the Improvements. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Landscape, Park and Trail Improvements as shown on Exhibit "F", or portion thereof, for improvements that do not have construction acceptance at the time of application for the first (1st) building permit. Surety in the amount of 25% shall be provided, at the time of recording, for improvements that have received construction acceptance under the terms of this agreement. The Landscape, Park and Trail Improvements are depicted on the Preliminary P.U.D. for Fulton Village, attached as Exhibit "B" hereto and incorporated herein by reference.

5.0 SPECIFICATIONS.

All street improvements, curb, gutter and sidewalks and appurtenances thereto, water mains, sewer mains and stormwater improvements shall be constructed and installed so as to meet or exceed City-approved plans, specifications and the Improvements described on Exhibit “A” Public Improvements. All streets within the Subdivision shall be constructed to City Standards and Specifications per the approved Construction Plans and based upon a site-specific geotechnical study and pavement design. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations. Detention pond improvements will be required at the time of construction on the site as determined by the Phase III Drainage Study submitted. Streets will not be maintained by City until pavement improvements are accomplished.

6.0 OTHER REQUIREMENTS

6.1 Trash, Debris, Mud. Developer agrees that, during construction of the Development and Improvements described herein, Developer shall take any and all steps necessary to control trash, debris and wind or water erosion in the Development. Developer agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site into public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the City. If these requirements are not met, the developer will be responsible for reimbursing the City for any costs incurred by the City in mitigating impacts of trash, debris, and mud.

6.2 Erosion Control and Sedimentation Plan. Developer agrees to submit an erosion control and sedimentation plan for review and approval by the City Engineer prior to commencement of construction on the site. Each individual lot will require erosion control measures be taken. Colorado State permits required shall be the responsibility of the Developer.

7.0 MISCELLANEOUS TERMS

7.1 Local Codes and Ordinances. In addition to any of the items listed in this Agreement, all construction in the Development is subject to all local Codes and Ordinances as adopted by the City subject to exceptions agreed or granted.

7.2 Recording of Agreement. The City shall record this Agreement at Developer's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and the City shall retain the recorded Agreement.

7.3 Binding Effect of Agreement. This Agreement shall run with the land included within the Development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

7.4 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

7.5 Notices. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

CITY: City of Fort Lupton
Attention: City Administrator
130 South McKinley Avenue
Fort Lupton, Colorado 80621

DEVELOPER: 4Z Investments, LLP
Attention: Chris Zadel
9075 WCR 10
Fort Lupton, CO 80621

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

7.6 Force Majeure. Whenever Developer is required to complete construction, maintenance, repair or replacement of Improvements by an agreed upon deadline, the City shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to acts of God or other circumstances constituting force majeure or beyond the reasonable control of the Developer.

7.7 Approvals. Whenever approval or acceptance of a matter is required or requested of the City pursuant to any provisions of this Agreement, the City shall act reasonably in responding to such matter, and no such approval or acceptance shall be unreasonably withheld or delayed.

7.8 Title and Authority. Developer warrants to the City that it is the record owner of the Subject Property upon which the Development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants to have full power and authority to enter into this Agreement.

7.9 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of this Agreement is held to be violative of city, state or federal laws and hereby rendered unenforceable, either party, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

FORT LUPTON STANDARD CONSTRUCTION NOTES

1. CONTRACTOR SHALL CONFORM TO ALL FEDERAL, STATE AND LOCAL HEALTH AND SAFETY RULES AND REGULATIONS.
2. THE CONTRACTOR IS RESPONSIBLE FOR ANY DEBRIS DROPPED INTO PUBLIC MANHOLES AND OTHER PUBLIC STRUCTURES. THE CONTRACTOR SHALL IMMEDIATELY REMOVE ALL DEBRIS IN AFFECTED STRUCTURES. IF IT IS DETERMINED THAT DEBRIS CAUSED A BACKUP, THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR DAMAGES.
3. THE CONTRACTOR SHALL PROVIDE ACCESS TO AND FROM ALL PRIVATE PROPERTY ADJACENT TO THE WORK THROUGHOUT THE PERIOD OF CONSTRUCTION.
4. "AS-BUILT" ELECTRONIC SUBMITTAL OR PRINTS ARE TO BE SUBMITTED TO CITY ENGINEER AT COMPLETION OF THE PROJECT. "AS-BUILT" DRAWINGS ARE TO BE REPRODUCIBLE COPIES (OR ORIGINALS) OF THE APPROVED CONSTRUCTION DRAWINGS. ANY FIELD CHANGES ARE TO BE NOTED. THE DRAWINGS WILL STATE "AS-BUILT" IN LARGE BLOCK LETTERS. THE "AS-BUILT" ELECTRONIC SUBMITTAL OR PRINTS ARE TO BE SIGNED, DATED AND STAMPED BY A COLORADO REGISTERED PROFESSIONAL ENGINEER.
5. NO WATER VALVE OR OTHER CONTROL DEVICE ON THE EXISTING PUBLIC SYSTEM WILL BE OPERATED FOR ANY PURPOSE BY ANYONE OTHER THAN THE CITY WITHOUT PRIOR WRITTEN AUTHORIZATION.
6. TO SCHEDULE AN INSPECTION DURING REGULAR BUSINESS HOURS, CONTACT PUBLIC WORKS DEPARTMENT AT 303-857-6694. FOR AFTER HOURS EMERGENCIES CALL POLICE DISPATCH AT 720-652-4222.
7. THE CONTRACTOR SHALL CONTACT ALL APPROPRIATE UTILITY COMPANIES AND THE CITY OF FORT LUPTON 48 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ANY EXISTING UTILITY (INCLUDING DEPTHS) WHICH MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES FROM DAMAGE. DAMAGED UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT HIS EXPENSE.

8. PERMITTEE SHALL NOTIFY THE CITY INSPECTOR:
- TWO WORKING DAYS BEFORE COMMENCING WORK ON R.O.W.;
 - WHEN SUSPENDING OPERATIONS FOR 5 OR MORE WORKING DAYS;
 - TWO WORKING DAYS BEFORE RESUMING SUSPENDED WORK;
 - UPON COMPLETION OF WORK.
9. CONTRACTOR SHALL MAINTAIN AT LEAST ONE COPY OF THE APPROVED PLANS, SPECIFICATIONS AND STANDARDS ON THE JOB SITE AT ALL TIMES.
10. CONTRACTOR IS RESPONSIBLE FOR BEING AWARE OF, NOTIFYING, COORDINATING AND SCHEDULING ALL INSPECTIONS REQUIRED FOR FINAL APPROVALS AND PROJECT ACCEPTANCE.
11. ALL WORK, INCLUDING CORRECTION WORK, IS SUBJECT TO NOTIFICATION AND INSPECTION REQUIREMENTS.
12. CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING ADEQUATE TRAFFIC CONTROL THROUGHOUT THE PROJECT, INCLUDING PROPER TRAFFIC CONTROL DEVICES AND/OR PERSONNEL AS REQUIRED. A TRAFFIC CONTROL PLAN (TCP) IS SUBJECT TO CITY OF FORT LUPTON AND/OR CDOT APPROVAL PRIOR TO COMMENCING WORK ON ROADWAY ROW. A COPY OF APPROVED TCPS MUST BE AVAILABLE ON SITE DURING WORK. TRAFFIC CONTROL TO BE IN ACCORDANCE WITH M.U.T.C.D., SECTION VI.
13. ALL WORK WILL BE PROPERLY BACKFILLED PRIOR TO THE END OF WORKDAY, NO OPEN HOLES ARE ALLOWED OVERNIGHT. ALL WORK IS TO BE IN ACCORDANCE WITH PERMIT REQUIREMENTS AND APPLICABLE STANDARDS.
14. WHEN AN EXISTING ASPHALT STREET IS CUT, THE STREET MUST BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION. THE EXISTING STREET CONDITION SHALL BE DOCUMENTED BEFORE ANY CUTS ARE MADE, PATCHING SHALL BE DONE IN CONFORMANCE WITH THE PROJECT STANDARDS. THE FINISHED PATCH SHALL BLEND SMOOTHLY INTO THE EXISTING SURFACE. ALL LARGE PATCHES SHALL BE PAVED WITH AN ASPHALT LAY-DOWN MACHINE.

15. PATCH ASPHALT PAVING AS NECESSARY TO JOIN NEW GUTTERS WITH THE EXISTING PAVEMENT. REMOVAL AND REPLACEMENT OF ASPHALT SHALL BE PER THE LATEST CITY OF FORT LUPTON STANDARDS AND DETAILS.
16. WHERE CONSISTENT WITH SAFETY AND SPACE CONSIDERATIONS, EXCAVATED MATERIAL IS TO BE PLACED ON THE UPHILL SIDE OF TRENCHES.
17. PERMITTEE SHOULD REMOVE MATERIALS AND EQUIPMENT FROM THE ROADWAY R.O.W. AT THE CLOSE OF DAILY OPERATIONS. THE TCP MUST INCLUDE PROTECTIVE MEASURES WHERE MATERIALS AND EQUIPMENT MAY BE STORED ON R.O.W, BUT ENSURE FIVE FEET OF PEDESTRIAN CLEARANCE ON SIDEWALKS.
18. NO WORK SHALL BE PERMITTED AT NIGHT OR ON SATURDAYS, SUNDAYS, AND HOLIDAYS WITHOUT PRIOR AUTHORIZATIONS OR UNLESS OTHERWISE SPECIFIED IN THIS PERMIT. CITY MAY RESTRICT WORK ON R.O.W. DURING ADVERSE WEATHER CONDITIONS OR DURING PERIODS OF HIGH TRAFFIC VOLUME.
19. PRIOR TO FINAL ACCEPTANCE, ALL DISTURBED PORTIONS OF ROADWAY RIGHT OF WAY SHALL BE CLEANED UP AND RESTORED TO THEIR ORIGINAL CONDITION, SUBJECT TO CITY APPROVAL.
20. SEEDING, SODDING, AND PLANTING SHALL BE AS SPECIFIED OR OTHERWISE APPROVED BY CITY. CONSTRUCTION, MAINTENANCE, AND WATERING REQUIREMENTS SHALL CONFORM WITH THE CITY STANDARD SPECIFICATIONS. WHERE LANDSCAPE RESTORATION MUST BE DELAYED DUE TO SEASONAL REQUIREMENTS, SUCH WORK MAY BE AUTHORIZED BY A SEPARATE PERMIT.

GRADING AND EROSION CONTROL NOTES

1. ALL SITE GRADING (EXCAVATION, EMBANKMENT, AND COMPACTION) SHALL CONFORM TO THE RECOMMENDATIONS OF THE LATEST SOILS INVESTIGATION FOR THIS PROPERTY AND SHALL FURTHER BE IN CONFORMANCE WITH THE CITY OF FORT LUPTON'S "SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS," LATEST EDITION.
2. NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED WHEREVER POSSIBLE. EXPOSURE OF SOIL TO EROSION BY REMOVAL OR DISTURBANCE OF VEGETATION SHALL BE LIMITED TO THE AREA REQUIRED FOR IMMEDIATE CONSTRUCTION

OPERATION AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.

3. TOPSOIL SHALL BE STOCKPILED TO THE EXTENT PRACTICABLE ON THE SITE FOR USE ON AREAS TO BE REVEGETATED. ANY AND ALL STOCKPILES SHALL BE LOCATED AND PROTECTED FROM EROSION ELEMENTS.
4. TEMPORARY VEGETATION SHALL BE INSTALLED ON ALL DISTURBED AREAS WHERE PERMANENT SURFACE IMPROVEMENTS ARE NOT SCHEDULED FOR INSTALLATION WITHIN THREE MONTHS. VEGETATION SHALL BE A VIGOROUS, DROUGHT TOLERANT, NATIVE SPECIES MIX. (REFER TO SECTION 2.26.00 OF CITY CONSTRUCTION SPECIFICATIONS FOR SEEDING MIX.) PROJECT SCHEDULING SHOULD TAKE ADVANTAGE OF SPRING OR FALL PLANTING SEASONS FOR NATURAL GERMINATION, BUT SEEDED AREAS SHALL BE IRRIGATED, IF CONDITIONS SO MERIT.
5. AT ALL TIMES, THE PROPERTY SHALL BE MAINTAINED AND/OR WATERED TO PREVENT WIND CAUSED EROSION. EARTHWORK OPERATIONS SHALL BE DISCONTINUED WHEN FUGITIVE DUST SIGNIFICANTLY IMPACTS ADJACENT PROPERTY. IF EARTHWORK IS COMPLETE OR DISCONTINUED AND DUST FROM THE SITE CONTINUES TO CREATE PROBLEMS, THE OWNER/DEVELOPER SHALL IMMEDIATELY INSTITUTE MITIGATIVE MEASURES AND SHALL CORRECT DAMAGE TO ADJACENT PROPERTY.
6. TEMPORARY CUT/FILL SLOPES SHALL NOT EXCEED A STEEPNESS OF 2:1 (2H:1V). PERMANENT SLOPES SHALL NOT EXCEED 4:1 (4H:1V) IN AREAS TO BE SEEDED OR SODDED.
7. THE OWNER/DEVELOPER SHALL PROVIDE ANY ADDITIONAL DUST ABATEMENT AND EROSION CONTROL MEASURES DEEMED NECESSARY BY THE CITY, SHOULD CONDITIONS MERIT THEM.
8. TEMPORARY FENCES SHALL BE INSTALLED ALONG ALL BOUNDARIES OF THE CONSTRUCTION LIMITS OR PROPERTY LINES AS SHOWN ON THE APPROVED EROSION CONTROL PLAN, TO PREVENT GRADING ON PROPERTY NOT OWNED BY THE DEVELOPER. IN ADDITION, THE CITY MAY REQUIRE ADDITIONAL TEMPORARY FENCES IF FIELD CONDITIONS SO MERIT THEM.
9. IMPERVIOUS SURFACES WHICH ARE ADJACENT TO OR CONTAINED WITHIN CONSTRUCTION SITES WILL BE SWEEPED ON A DAILY BASIS OR AS NEEDED DURING THE DAY WHEN SEDIMENT AND OTHER MATERIALS ARE TRACKED OR DISCHARGED ON TO

THEM. EITHER SWEEPING BY HAND OR USE OF STREET SWEEPERS IS ACCEPTABLE. STREET SWEEPERS USING WATER WHILE SWEEPING IS PREFERRED IN ORDER TO MINIMIZE DUST. FLUSHING OFF PAVED SURFACES WITH WATER IS PROHIBITED.

10. THE CONTRACTOR SHALL PROTECT ALL STORM SEWER FACILITIES ADJACENT TO ANY LOCATION WHERE PAVEMENT CUTTING OPERATIONS INVOLVING WHEEL CUTTING, SAW CUTTING, OR ABRASIVE WATER JET CUTTING ARE TO TAKE PLACE. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL WASTE PRODUCTS GENERATED BY SAID CUTTING OPERATIONS ON A DAILY BASIS OR AS NEEDED THROUGHOUT THE WORK DAY. THE DISCHARGE OF ANY WATER CONTAMINATED BY WASTE PRODUCTS FROM CUTTING OPERATIONS TO THE STORM SEWER SYSTEM IS PROHIBITED.
11. THE DISCHARGE OF WATER CONTAINING WASTE CEMENT TO ADJACENT WATERWAYS, WETLANDS, OTHER PROPERTIES, ETC., IS PROHIBITED. THE CLEANING OF CEMENT TRUCK DELIVERY CHUTES, EXCEPT IN DESIGNATED CONCRETE WASHOUT AREAS, IS PROHIBITED AT THE JOB SITE.

From: [Maureen Welsh](#)
To: [PlanningDept](#)
Subject: LUP2020-0016 Referral response
Date: Tuesday, April 28, 2020 10:39:34 AM
Attachments: [image001.png](#)

Hello,

The Town of Frederick has no issues with this Land Use Application.

Thank you,

Maureen Welsh | Planner I
Town of Frederick | 720-382-5654
MWelsh@FrederickCO.gov | FrederickCO.gov



Built On What Matters



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From: [United Power Plat Referral](#)
To: [PlanningDept](#)
Subject: FW: Referral Response Request: Thunder Valley Preliminary and Final PUD Plat; LUP2020-0016; PPL2020-0002; FPL2020-0004
Date: Friday, May 15, 2020 3:48:13 PM
Attachments: [image001.png](#)
[15May2020 - United Power Commets - Thunder Valley.pdf](#)

Hello,

Thank you for inviting United Power, Inc. to review and comment on the Thunder Valley Preliminary and Final PUD Plat. Please find attached our comments for this referral.

Thank you,

Samantha

Right of Way Administrative Assistant
303-637-1324



500 Cooperative Way | Brighton, CO 80603
Powering Lives. Powering Change. Powering the Future – The Cooperative Way
www.unitedpower.com

From: Maria Lancto <MLancto@Fortluptonco.gov>
Sent: Monday, April 27, 2020 4:33 PM
To: Maria Lancto <MLancto@Fortluptonco.gov>
Cc: Alyssa Knutson <AKnutson@Fortluptonco.gov>; Stephanie Darnell <sdarnell@Fortluptonco.gov>; Todd Hodges <thodges@Fortluptonco.gov>
Subject: Referral Response Request: Thunder Valley Preliminary and Final PUD Plat; LUP2020-0016; PPL2020-0002; FPL2020-0004

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

Hello,

The documentation located at the following link is submitted to you for review and recommendation for a Preliminary and Final PUD Plat that is being reviewed concurrently by the City of Fort Lupton. The application documents can be reviewed at the following link: [Thunder Valley Preliminary and Final PUD Plat](#).

Any comments you consider relevant to this request would be appreciated. Please reply by **May 18, 2020**, so that we may give full consideration to your recommendation. Any response not received before or on this date may be deemed to be a favorable response to the Planning & Building Department.

The public hearings for this matter will be held at Fort Lupton City Hall – 130 S. McKinley Avenue and are scheduled for the following dates:

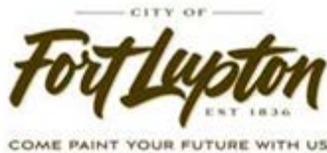
- **Planning Commission on Thursday, May 28, 2020 at 6:00 PM**
- **City Council on Tuesday, June 16, 2020 at 7:00 PM**

Comments may be sent via mail, faxed to 303.857.0351 or emailed to planningdept@fortluptonco.gov.

Your time in this matter is greatly appreciated!

Thank you,

Maria Lancto
Planner I
130 S. McKinley Ave.
Fort Lupton, CO 80621
Office: 303.857.6694
Extension: 6107
Cell: 303.718.0172



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May 15, 2020

City of Fort Lupton Planning & Building
130 S. McKinley Avenue
Fort Lupton, CO 80621



Attn: Maria Lancto

Re: LUP2020-0016; PPL2020-0002; FPL2020-0004 - Thunder Valley Preliminary and Final PUD Plat

Dear Maria,

On behalf of United Power, Inc., thank you for inviting us to review and comment on the Thunder Valley Preliminary and Final PUD plat. After review of the information, we have the following comments:

- Currently there is only a 6' wide utility easement in the front of lots 9-13. Since the primary electrical infrastructure will be in the front lots, we request that the 6' UE be changed to at least a 15' wide utility easement or a 20' wide utility and drainage easement.
- Thunder Valley Circle road – Does this road have a 60' ROW or is it considered a tract? If there is a 60' ROW, we will not need additional easements. The current electrical design has United Power boring under the road with primary service. If there is no ROW, we will need the utility and drainage easement listed on the plat on the east side of Lot 1, abutting Outlot A, to continue through Thunder Valley Circle road and connect to the utility easement on the front lot of 13. We request that this easement be at least 15' wide. This same request would apply to the east side of Lot 8 and continue through the road and connect to the front of lot 9's utility easement.
- We also will need to bore from CR 21 to the neighborhood, we request that the 20' drainage and utility easement in front of lot 8 continue through Outlot A to CR 21. We also need the utility easement in the front of lot 13, to continue through Outlot A to CR-21.

Please note, if not done so already, the property owner/developer/contractor must submit an application along with CAD data for new electric service via <https://www.unitedpower.com/construction>. United Power would like to work with these persons early in the construction process on getting an electric design prepared so that we can request any additional easements needed and hopefully have those easements dedicated on the plat rather than obtaining separate document(s). Obtaining easements via a separate document can be time consuming and could cause delays.

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

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

Thank you,

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

Maria Lancto

From: Lauren Light <llight@weldgov.com>
Sent: Wednesday, May 6, 2020 2:14 PM
To: PlanningDept
Subject: Thunder Valley Subdivision

Follow Up Flag: Follow up
Flag Status: Flagged

As this subdivision will utilize on site wastewater treatment systems, Weld County Environmental Health Services would like to review a soils report specifically for on site wastewater treatment systems. EH would require 3 test pits (not borings) if this request was developed in Weld County. We would also request the following be included in the covenants: “activities such as landscaping (i.e. planting of trees and shrubs) and construction (i.e. auxiliary structures, dirt mounds, etc.) activities are expressly prohibited in the designated absorption field site.” Livestock should not be allowed on the leach field area.

Lauren Light, M.B.S.
Program Manager/Environmental Planner, Environmental Health Services
Weld County Department of Public Health & Environment
1555 N. 17th Ave.
Greeley, CO 80631
llight@weldgov.com
970-400-2211 (office)



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