



TOWN BOARD AGENDA

Wednesday, November 13, 2024 at 6:30 PM

MEETING LOCATION
1201 Broad Street, Meeting House, Milliken, CO 80543

Zoom Meeting Details

To Join via Zoom

<https://us02web.zoom.us/j/82545464848?pwd=bGlxeKNFMtyRGVCek1OVTBla28xQT09>

Meeting ID: 825 4546 4848

Passcode: 362021

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Agenda Approval**
- 5. Citizen Comments**
- 6. Minutes of Previous Meetings**
 - a. Approval of Minutes from October 23, 2024**
Caree Rineberger, Town Clerk
Attachments:
 1. 10.23.2024 DRAFT TB Meeting Minutes
- 7. Town Administrator's Report**
Cheryl Powell, Town Administrator
- 8. Consent Agenda**
 - a. Consideration and adoption of Resolution 24-24**
Jon Rabas , Streets and Facilities Directors
- 9. Action Agenda**
 - a. A Public Hearing for the Proposed 2025 Budget**
Wade Nickersonn, Finance Director
 - b. Proposed Augmentation Water Lease Agreement with BurnCo Colorado, LLC**
Cheryl Powell, Town Administrator
 - c. Public Hearing to Consider Approval of a Site Plan to Construct Concrete Washout Ponds.**
Pepper McClenahan, Community Development Director
 - d. Public Hearing for a Final Plat of Sunfield Subdivision Filing No. 2.**
Pepper McClenahan, Community Development Director
- 10. Discussion Agenda**

- 11. Board Reports**
- 12. Informational Agenda**
 - a. Police Department Report for October 2024**
- 13. Other Business**
- 14. Adjournment**

ACCOMMODATION NOTICE

The Town of Milliken complies with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 guidelines. Ensuring the public's access to and participating in public meetings is a priority for the Town of Milliken. In the event you are in need of a reasonable accommodation in order to attend or participate in a public meeting conducted by the Town of Milliken, please contact the Town Clerk, Caree Rinebarger at (970) 660-5045 within 3 to 5 days before the scheduled meeting date in order to allow the Town to better accommodate your request.

NOTE

Headings in this agenda are for organizational purposes only. The board of trustees may take formal action on any matter reasonably related to any item listed under any section of this agenda. Town of Marble v. Darien, 181 P.3d 1148 (Colo. 2008); Benson v. McCormick, 578 P.2d 651 (1978).

Contact: Caree Rinebarger, Town Clerk (CRinebarger@town.milliken.co.us
970-587-4331) | Agenda published on DATE at TIME

**TOWN OF MILLIKEN
BOARD OF TRUSTEES
MILLIKEN MEETING HOUSE
1201 BROAD STREET**

Wednesday, October 23, 2024

The Town of Milliken Board of Trustees convened a regular session on Wednesday, October 23, 2024, at 6:30 P.M. Those present: Mayor Elizabeth Austin and Mayor Pro Tem Dean; and Trustees: Heather Beckman, Brian Lane, Amanda Nix, Michael Orcutt and Mindy Wakeman. Also Present: Town Administrator Cheryl Powell, Finance Manager Courtney Diller, Chief of Police Benito Garcia, Community Development Director Pepper McClenahan, Finance/Accounting Director Wade Nickerson, Streets and Facilities Director Jon Rabas, Parks and Open Space Director Keith Staggs, Water Wastewater Director Don Stonebrink, and Town Attorney Matt Gould.

Absent: Town Clerk Caree Rinebarger

Pledge of Allegiance

Mayor Austin called the meeting to order at 6:31 P.M.

Roll Call

Trustee Beckman, Trustee Lane, Trustee Nix, Trustee Orcutt, Trustee Wakeman, Mayor Pro Tem Dean, and Mayor Austin.

Absent: No One

Agenda Approval

Trustee Wakeman motioned to approve the agenda as presented. Trustee Nix seconded.

Roll Call Vote: Trustee Lane – Yes, Trustee Nix – Yes, Trustee Orcutt – Yes, Trustee Wakeman – Yes, Trustee Beckman – Yes, Mayor Pro Tem Dean - Yes, and Mayor Austin – Yes.

Motion Carried.

Citizen Comments

Nick Tucker 562 Carriage, he is here under a different context, commend the community, not only its government but its citizens for a vast change in a lot of different things that take place in our community. We would all be naive to overlook issues such as human trafficking or drug trafficking related. What he has seen from forces seen and unseen is a miraculous improvement upon that and he has seen it first hand with members of the community as well as government no one is getting out of it independently we are all going to do it together. He wants to put bigger towns on notice that look at towns and communities like Milliken as nothing but resources whether it be human, financial, and or otherwise, that trend has to continue to change and will continue to change with grassroots efforts and partnership between citizens and government. Once again he wants to commend and thank everyone involved with whether they are there or not please pass the accommodation along members of the community are ready to continue that fight. That's it, thank you.

Approval of Minutes for Previous Meeting

Mayor Pro Tem Dean moved to approve the minutes for October 9, 2024, as presented. Trustee Lane seconded.

Roll Call Vote: Trustee Nix – Yes, Trustee Orcutt – Yes, Trustee Wakeman – Yes, Trustee Beckman – Yes, Trustee Lane – Yes, Mayor Pro Tem Dean - Yes, and Mayor Austin – Yes.

Motion Carried.

Acknowledgement of Paid List of Bills for October 2024

The Board of Trustees acknowledged and accepted the Paid List of Bills for October 2024.

Town Administrator's Report

1. Clean up day was October 12th, we took in 208 loads, less than in spring.
2. Every year the Town of Milliken has children 14 years of age and up work for the community during summer months. These youth are paid by Weld County. This year the Town of Milliken was recommended to receive an award for Keith and Jason, for commitment to the program. Keith and Kathy went to the governor's mansion and were presented with the award. The award was passed around for all to see.
3. Forest Street sidewalk project is now complete.
4. Staff met with emergency manager John Davis and Denise Bradshaw with Weld County office of emergency management on October 16th to go over areas of our hazard mitigation plan.
5. Spoke with Larry Buckendorf with Journey Homes that they will not pursue disconnection. Has reached out to Pepper to proceed.
6. A question by Trustee Wakeman about truck weight limits, administrator Powell said we will change the ordinance for street truck weight and bring it to another meeting.

CONSENT AGENDA

There were no items.

ACTION AGENDA

a. Public Hearing to Consider a Site Plan to Construct Concrete Washout Ponds

Mayor Austin reviewed the Public Hearing Procedures, and opened the hearing at 6:43 P.M.

Community Development Director McClenahan asked the Board of Trustees for their consideration approving a request for a second continuance of Public Hearing to consider approval of a Site Plan to construct concrete washout ponds on a 7.25-acre lot described as Lot 2, Block 1, Frontier Commercial Center Replat B. The property is located at 315 Frontier Court and owned by Tricycle Lane Texas LLC; commonly known as Burnco.

Director McClenahan stated the applicant is requesting a continuance of this public hearing until November 13, 2024, Board of Trustees meeting.

Hearing no further testimony, the Public Hearing was closed at 6: 44 P.M.

Mayor Pro Tem Dean moved to continue the public hearing for a site plan to construct concrete washout ponds at 315 Frontier Court, to the November 13, 2024 Board of Trustee meeting. Trustee Lane seconded.

Roll Call Vote: Trustee Orcutt – Yes, Trustee Wakeman – Yes, Trustee Beckman – Yes, Trustee Lane – Yes, Trustee Nix – Yes, Mayor Pro Tem Dean - Yes, and Mayor Austin – Yes.

Motion Carried.

b. Adoption of Resolution No. 24-22, Adopting a new Employee Handbook

Town Administrator Powell asked the Board of Trustees for their consideration and adoption of Resolution 24-22; a Resolution of the Town of Milliken Board of Trustees adopting a new Employee Handbook applicable to employees of the Town of Milliken.

The Town of Milliken Town staff updated the Town’s personnel policies, which have not been substantially revised since the last adoption in December 2017.

The Town’s 2017 personnel policies are outdated and do not completely coincide with current Town practices and current law. The Board of Trustees has had an opportunity to review drafts of the new employee handbook dated October 23, 2024 (“Employee Handbook”) during a work session. A copy of the current handbook (2017) and the new handbook were emailed to The Board of Trustees with highlights of changes reflected in the new handbook. The Employers Council and their attorney in conjunction with Kathy Kindsfather, Human Resources, has worked for months revising the current handbook to reflect the necessary changes. Department Directors have received a copy of the Employee Handbook and have been provided with an opportunity to ask questions and comment on the document.

Trustee Orcutt moved to approve Resolution No. 24-22, adopting a new Employee Handbook applicable to employees of the Town of Milliken. Trustee Beckman seconded.

Roll Call Vote: Trustee Wakeman – Yes, Trustee Beckman – Yes, Trustee Lane – Yes, Trustee Nix – Yes, Trustee Orcutt – Yes, Mayor Pro Tem Dean - Yes, and Mayor Austin – Yes.

Motion Carried.

c. Letter of Support to Weld County for the Multimodal Transportation and Mitigation Options Fund (MMOF) through the Colorado Department of Transportation for the Weld County on-Demand Transit Program

Town Administrator Powell asked the Board of Trustees for their consideration to provide Weld County with a Letter of Support for the Colorado Department of Transportation’s Multimodal Transportation Mitigation Fund (MMOF) grant application. These funds will financially assist with the costs associated with the Via Mobility Program. This funding period will begin September 1, 2025, and will continue for three years.

In 2022 the North Front Range Metropolitan Planning Organization (NFRMPO) Planning Council awarded Weld County Multimodal Transportation and Mitigation Options Funds vetted through the Colorado Department of Transportation (CDOT), for VIA Mobility to operate an on-demand transit service. This service provides transportation to residents that are 60 years of age and up, as well as individuals with disabilities. The Town of Milliken recently became a partner in this service in August 2024.

Between the months of August and September nine residents have registered to utilize this service, mainly due to disabilities. Lisa with Via Mobility indicated that the word is getting around in Milliken, and the service is growing. The areas currently providing this

service are Milliken, Johnstown, LaSalle and unincorporated Weld County. Weld County reached out to the towns of Timnath, Windsor and Eaton to see if they would be interested in joining in on this program beginning September 2025.

Milliken's share of the cost is based on population. This amount will change if some of the communities decide to not join in on the program.

The town has about nine users participating, we advertise in the newsletter, website and Facebook to get more information out so more can use it. Questions about percentages, explained its based on how many communities participate not just ridership, its pretty fixed and if we can get more communities on board the cost could go up or down. Has anyone had a hard time with rides? Not that we are aware of. If we do not get the grant the cost will be huge, and we would probably not be able to continue the service. Good feeling on the continuance of the service. Is there a radius to participate, there is an odd line for the boundary. If the Town does not participate would the county be able too, probably not allowed. The residence needs to be in Milliken, can all the county if they are in unincorporated. This is a vital service and advantageous to the Town and residents. Planning to promote more to get more users. Asked the Breeze to do a writeup on it.

Trustee Beckman moved to approve the Mayor to sign the Letter of Support to Weld County regarding the grant application for the Multimodal Transportation and Mitigation Options Fund. Mayor Pro Tem Dean seconded.

Roll Call Vote: Trustee Beckman – Yes, Trustee Lane – Yes, Trustee Nix – Yes, Trustee Orcutt – Yes, Trustee Wakeman – Yes, Mayor Pro Tem Dean - Yes, and Mayor Austin – Yes.

Motion Carried.

DISCUSSION AGENDA

There were no items.

INFORMATIONAL AGENDA

Board Reports

Monster Mash and trick or treat street this weekend. Thanked Trustee Nix for getting all the businesses involved. Police for extra street crossing security. Trustee Orcutt and Wakeman did a wastewater tour, very informational.

Community Development Department Report for September 2024

Community Development Director McClenahan provided the Board of Trustees with a written department report for September 2024.

Hearing no further business, Trustee Nix motioned to adjourn the meeting. Trustee Lane seconded. All in favor, none opposed.

The meeting was adjourned at 7:02 P.M.

Prepared by:

Approved by:

Courtney Diller, Finance Manager

Elizabeth Austin, Mayor



8.a.

**TOWN OF MILLIKEN
BOARD OF TRUSTEES
AGENDA MEMORANDUM**

To: Mayor Austin and Trustees Meeting Date:
From: Jon Rabas , Streets and Facilities Directors November 13, 2024
Via: Cheryl Powell, Town Administrator
Item Category: Resolution
Agenda Title: Consideration and adoption of Resolution 24-24
Attachments:
1. Dola Resolution for Support - Center Drive Reconstruction

PURPOSE

Consideration and adoption of Resolution 24-24; A RESOLUTION TO SUPPORT THE TOWN OF MILLIKEN'S GRANT APPLICATION MADE BY THE TOWN, TO THE DEPARTMENT OF LOCAL AFFAIRS ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM GRANT FUND, FOR THE RECONSTRUCTION OF CENTER DRIVE.

BACKGROUND

The Department of Local Affairs Energy & Mineral Impact Assistance Program Grant Fund has released the last grant opportunity for this year. If the grant is awarded, the Town could receive up to \$1,000,000.00 for the reconstruction of Center Drive. This grant is a (one) 1 to (one) 1 project match. The reconstruction of Center Drive is estimated to cost \$3,000,000.00.

BUDGET IMPLICATIONS

N/A

STAFF RECOMMENDATIONS

Staff recommends that the Board authorizes the Mayor to sign a resolution to support the Town of Milliken's grant application made by the Town, to the Department of Local Affairs Energy & Mineral Impact Assistance Program Grant Fund, for the reconstruction

of Center Drive.

SUGGESTED MOTION

“I move to authorize the Mayor to sign a resolution to support the Town of Milliken’s grant application made by the Town, to the Department of Local Affairs Energy & Mineral Impact Assistance Program Grant Fund, for the reconstruction of Center Drive”.

**TOWN OF MILLIKEN
RESOLUTION NO. 24-24**

**A RESOLUTION TO SUPPORT THE TOWN OF MILLIKEN'S GRANT APPLICATION
MADE BY THE TOWN, TO THE DEPARTMENT OF LOCAL AFFAIRS ENERGY AND
MINERAL IMPACT ASSISTANCE PROGRAM GRANT FUND, FOR THE
RECONSTRUCTION OF CENTER DRIVE.**

WHEREAS, the Town of Milliken Board of Trustees supports the Department of Local Affairs' Energy and Mineral Impact Assistance Program Grant application to reconstruct Center Drive;

WHEREAS, the Town of Milliken Board of Trustees has requested a grant up to \$1,000,000.00 from the Energy and Mineral Impact Assistance Program grant to reconstruct Center Drive;

WHEREAS, the Town of Milliken Board of Trustees acknowledges that the maximum matching requirements for this grant is \$1,000,000.00, which represents a (one) 1 to (one) 1 project match, shall be appropriated from the Town's Capital Projects Fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE TOWN OF MILLIKEN BOARD OF TRUSTEES THAT:

- Section 1: The Town of Milliken Board of Trustees strongly supports this application and has appropriated matching funds from the Capital Projects Fund for a grant with the State of Colorado, Department of Local Affairs.
- Section 2: If the grant is awarded, the Town of Milliken Board of Trustees strongly supports the completion of the project.
- Section 3: The Town of Milliken Board of Trustees authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
- Section 4: If the grant is awarded, the Town of Milliken Board of Trustees hereby authorizes the Town Administrator to sign the grant agreement with the Department of Local Affairs.
- Section 5: This resolution to be in full force and effect from and after its passage and approval.

INTRODUCED, READ, AND ADOPTED ON THIS 13th DAY OF NOVEMBER 2024.

ATTEST:

Elizabeth Austin, Mayor

Caree Rinebarger, Town Clerk



9.a.

**TOWN OF MILLIKEN
BOARD OF TRUSTEES
AGENDA MEMORANDUM**

To: Mayor Austin and Trustees
From: Wade Nickersonn, Finance Director
Via: Cheryl Powell, Town Administrator

Meeting Date:
November 13, 2024

Item Category: Routine/Standing Items

Agenda Title: A Public Hearing for the Proposed 2025 Budget

Attachments:

1. 2025 Budget Summaries

PURPOSE

A public hearing for consideration and review of the 2025 Town of Milliken revenue and expenditures for each fund. The budget year begins January 1 and ends December 31. The budget adoption will be held on December 11, 2024.

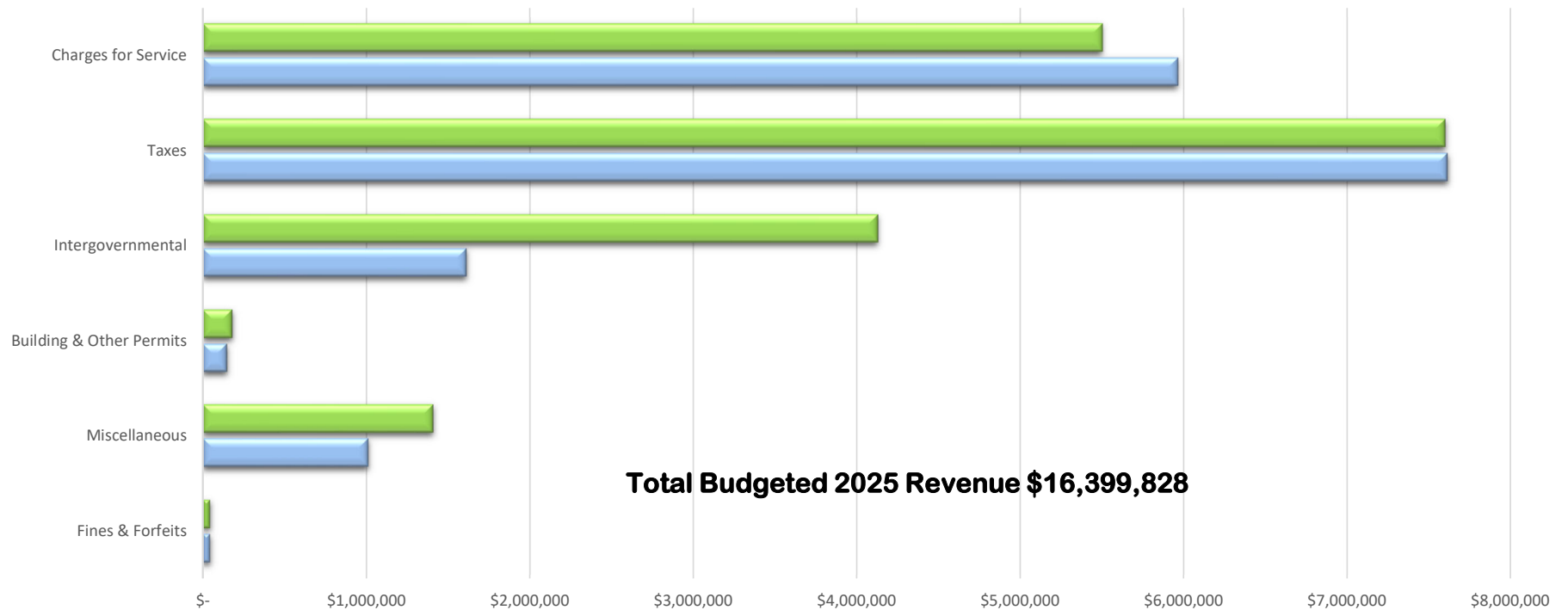
BACKGROUND

BUDGET IMPLICATIONS

STAFF RECOMMENDATIONS

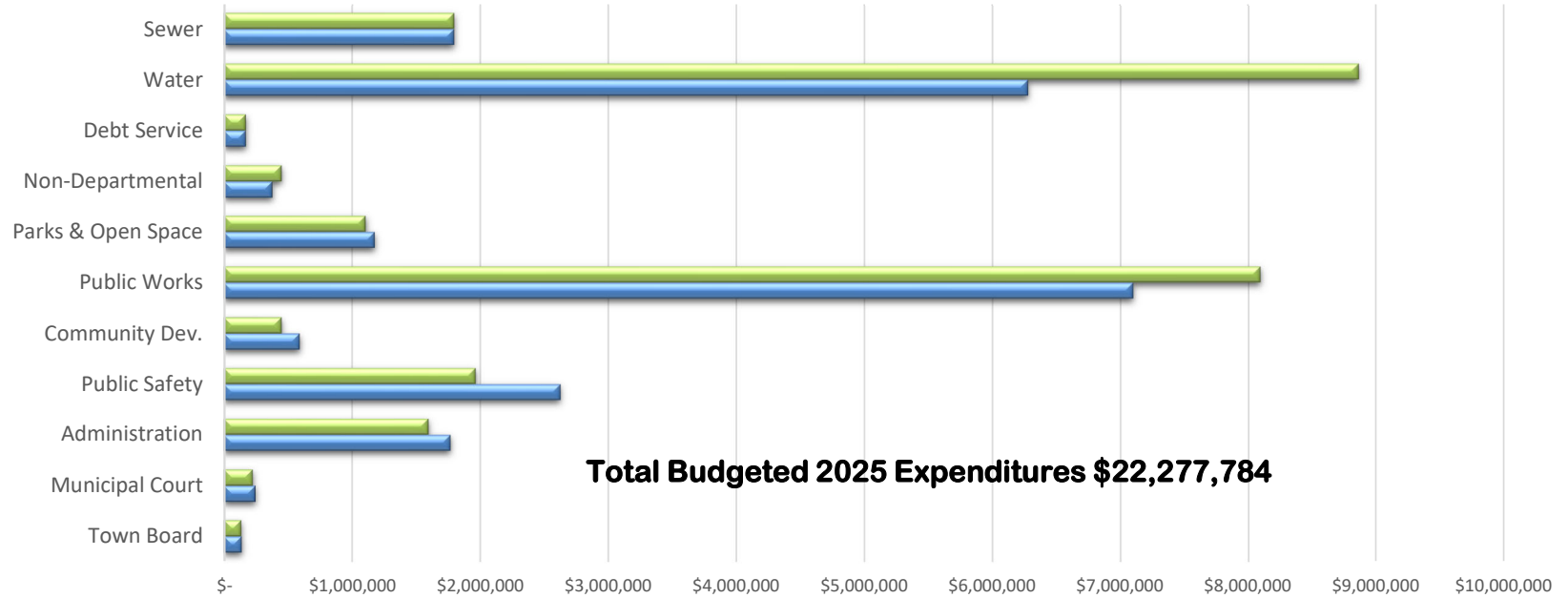
SUGGESTED MOTION

2024 & 2025 Revenues



	Fines & Forfeits	Miscellaneous	Building & Other Permits	Intergovernmental	Taxes	Charges for Service
■ Estimated 2024 Revenues	\$45,000	\$1,408,710	\$181,000	\$4,128,707	\$7,603,914	\$5,501,223
■ Budgeted 2025 Revenue	\$45,000	\$1,012,420	\$148,427	\$1,612,975	\$7,617,554	\$5,963,452

2024 & 2025 Expenditures



Total Budgeted 2025 Expenditures \$22,277,784

	Town Board	Municipal Court	Administration	Public Safety	Community Dev.	Public Works	Parks & Open Space	Non-Departmental	Debt Service	Water	Sewer
Estimated 2024 Expenditures	\$133,769	\$224,465	\$1,599,018	\$1,967,593	\$449,563	\$8,093,340	\$1,109,590	\$449,150	\$170,750	8,861,292	\$1,800,248
Budgeted 2025 Expenditures	\$139,596	\$245,575	\$1,768,724	\$2,626,911	\$591,974	\$7,099,750	\$1,177,457	\$379,142	\$171,250	\$6,279,303	\$1,798,102



9.b.

**TOWN OF MILLIKEN
BOARD OF TRUSTEES
AGENDA MEMORANDUM**

To: Mayor Austin and Trustees
From: Cheryl Powell, Town Administrator
Via: Cheryl Powell, Town Administrator

Meeting Date:
November 13, 2024

Item Category: Leases

Agenda Title: Proposed Augmentation Water Lease Agreement with BurnCo Colorado, LLC

Attachments:

1. 20241106 Lease BURNCO Milliken FINAL for BURNCO signed

PURPOSE

To approve the “Augmentation Water Lease Agreement” between the Town and BurnCo Colorado, LLC.

BACKGROUND

BurnCo operates a sand and gravel operation within the Town’s service area. Its operations currently rely on potable water delivered by the Town through a hydrant pursuant to a temporary agreement. Upon notice from the Town that it could not sustain the “temporary” delivery of potable water for the industrial use, BurnCo adopted the following, two-tier approach to secure a permanent solution.

First, and not subject to this agreement, BurnCo will provide Milliken with leased CBT water to cover the excessive amount of Town potable water it used in 2024, and will acquire CBT water to dedicate to the Town to support an application for BurnCo to have a commercial tap to serve the property as a back-up for its primary source of water (see No. 2, below).

Second, BurnCo intends to derive its primary source of industrial water from a permitted well on its property. The permitted well was shut down by the State because it did not operate under an approved augmentation plan which led to the temporary agreement with the Town. By using pumped groundwater, BurnCo eliminates reliance on the Town’s potable water, but the pivot also requires a source of water to augment groundwater pumping depletions.

Since the Town generates reusable water under its system (mostly as credits, but also as wet water) which is regularly available in the river at a location that is near the point at which BurnCo's well depletions occur. Based on the availability of this excess reusable water at this location, BurnCo desires to enter into this Lease with the Town and use this water source as the basis to apply for an augmentation plan in Water Court.

ANALYSIS

The Town owns excess reusable water that frequently, it cannot use. This Lease allows BurnCo to use reusable water that the Town, in its sole discretion, determines is excess to its then-current needs (including use by Central Colorado Water Conservancy District, as needed, under its existing Lease) for BurnCo's proposed augmentation plan for its well. The amount is limited to a maximum of 27 AF/year at a rate not to exceed 2.5 AF/month. The lease revenue to the Town is based on a 2025 rate of \$550/AF for the first 21 AF and a 2025 rate of \$1100/AF for any water delivered above 21 AF up to 27 AF in each calendar year. If the Town determines that it will not have excess reusable water in a given calendar period, the Town will notify BurnCo and BurnCo will have to spot lease additional augmentation water from another entity for the (typically limited) period of unavailability. The initial term is 20 years commencing on January 1, 2025 with an option for a 10-year renewal. The price will annually increase at the same rate as the Town's potable water rate increase.

Under the Lease it is contemplated that Milliken can (and should) file a statement of opposition in BurnCo's water court case to monitor the proceeding as its reusable water is the source for the augmentation plan. Counsel will work with staff as appropriate to participate in that case once the application is filed.

BUDGET IMPLICATIONS

STAFF RECOMMENDATIONS

Staff and Special Water Counsel recommend approval.

SUGGESTED MOTION

I move to approve the "Augmentation Water Lease Agreement" between the Town and BurnCo Colorado, LLC.

AUGMENTATION WATER LEASE AGREEMENT

This Augmentation Water Lease Agreement ("**Agreement**") is entered into on this ____ day of _____, 2024 ("**Effective Date**"), by and between the **TOWN OF MILLIKEN, COLORADO**, a Colorado municipal corporation ("**Milliken**"), whose address is 1101 Broad Street, P.O. Box 290, Milliken, CO 80543, and **BURNCO COLORADO, LLC**, a Texas limited liability company, whose address is 10100 Dallas St., Henderson, CO 80640 ("**BURNCO**"). This Agreement refers to Milliken and BURNCO individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, BURNCO operates a Ready-Mixed Plant located at 315 Frontier Ct, in the Town of Milliken, Colorado (the "**Plant**").

WHEREAS, BURNCO has an onsite alluvial aquifer industrial use well (Well Permit #60729-F) (the "**Well**") at the Plant which could be used to supply water to the Plant but has no currently approved source of water.

WHEREAS, in the future, BURNCO may need to supplement, replace or relocate the Well.

WHEREAS, Milliken often has reusable water in excess of its monthly and/or annual municipal needs for each calendar year ("**Excess Reusable Water**") and is agreeable to providing this water to BURNCO as the source of water for the Well for use as augmentation water at the Plant.

WHEREAS, this Agreement will be of mutual benefit and convenience to Milliken and BURNCO.

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

1. **Term.** This Agreement shall commence on January 1, 2025 and continue through December 31, 2044 ("**Initial Term**"). At BURNCO's discretion, this agreement will renew for a subsequent ten (10) year term provided BURNCO provides notice of its intention to renew not later than twelve (12) months prior to the expiration of the Initial Term.
2. **Volume and Contractual Priority.** Subject to paragraph 3, Milliken agrees to lease to BURNCO up to twenty-seven (27.0) acre-feet annually, not to exceed two and one-half (2.5) acre-feet monthly, of Excess Reusable Water that Milliken, in its sole discretion, determines is excess to its needs. Notwithstanding the foregoing, BURNCO shall have priority access to the Excess Reusable Water over any subsequent lease or supply arrangement Milliken may enter with other third parties after the Effective Date in respect of Excess Reusable Water.
3. **Annual Coordination.** The Parties shall meet in February of each year to determine:
 - 3.1. BURNCO's annual and monthly requirements for the following calendar year; and

- 3.2. Milliken's ability to meet the requirements ("**Conferral Meeting**"). Milliken will use commercially reasonable efforts to provide BURNCO with deliveries of Excess Reusable Water sufficient to meet BURNCO's annual and monthly requirement. At the Conferral Meeting, the Parties shall adopt a delivery schedule for the following calendar year ("**Delivery Schedule**"). Anytime during the year, BURNCO may submit to Milliken in writing a proposed modified Delivery Schedule for Milliken's approval, which approval shall not be unreasonably withheld, conditioned, or delayed provided that Milliken can meet the modified Delivery Schedule under the terms of this Agreement. In the event that Milliken cannot meet the requested, modified Delivery Schedule, Milliken shall provide BURNCO written notice thereof within five (5) business days of receipt of BURNCO's written request.
4. **Delivery of Excess Reusable Water; Quality of Delivered Water.** Milliken shall deliver the Excess Reusable Water in accordance with the Delivery Schedule each year. Subject to the terms of this Agreement, and in particular, paragraph 17 herein, Milliken will be responsible for delivery of the Excess Reusable Water and notifying BURNCO of the Delivery Points as needed. Milliken does not warrant or guarantee that the quality of the Excess Reusable Water is suitable for BURNCO's intended use(s).
5. **Use of Excess Reusable Water.** BURNCO shall have the right to use the Excess Reusable Water delivered under this Agreement for augmentation purposes, including without limitation replacement in connection with any substitute water supply plan approved by the State Engineer's Office or any decree of the District Court, Water Division No. 1, provided that such use is consistent with the terms of this Agreement and all applicable laws, rules, and regulations.
6. **BURNCO's Water Court Application and Substitute Water Supply Plan.** Within thirty (30) days of the Effective Date, BURNCO shall file a plan for augmentation in Water Court, utilizing the Excess Reusable Water as the replacement source. Within thirty-one (31) days of the Effective Date, BURNCO shall file a substitute water supply plan ("**SWSP**") with the State Engineer's Office to operate the plan for augmentation pending the entry of a decree by the Water Court. Not less than ten (10) days prior to filing a plan for augmentation or a SWSP, BURNCO shall provide Milliken with a draft of the same for Milliken to review to ensure conformity with Milliken's water decrees and this Agreement. Should either the Water Court Application or SWSP not be approved, or be approved on conditions unacceptable to BURNCO in its sole discretion, BURNCO shall be entitled to terminate this Agreement and no party shall owe the other any future obligation, whether monetary or otherwise, under this Agreement.
7. **Water Rights Accounting.** BURNCO will be solely responsible for any and all reporting and accounting required by the Water Court decree or the Division Engineer after Milliken makes its delivery of the Excess Reusable Water as provided for under this Agreement. Upon written request from Milliken, BURNCO shall provide Milliken a copy of its submitted accounting.
8. **Lease Price.** BURNCO shall pay Milliken the then-current "Unit Rate" for all Excess Reusable Water actually delivered under this Agreement. The current Unit Rate for

Excess Reusable Water in 2025 is FIVE-HUNDRED FIFTY Dollars (\$550.00) per acre-foot for the first 21 acre-feet and ELEVEN HUNDRED Dollars (\$1,100.00) per acre-foot for each acre-foot exceeding 21 acre-feet for the remainder of the calendar year, not to exceed 27 acre-feet annually. The Unit Rate shall adjust on January 1, 2026, and for each subsequent year by the same percentage increase or decrease as Milliken's per acre-foot equivalent water rate for commercial/industrial/all other customers for the subsequent calendar year.

9. **Payment.** In January of each year, Milliken shall invoice BURNCO for all Excess Reusable Water actually delivered to BURNCO in the previous year pursuant to this Agreement. BURNCO shall pay any amounts due no later than thirty (30) days after Milliken issues the invoice.
10. **Non-Assignability and No Subleases.** No Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party. BURNCO may not sublease or give others the right to use the Excess Reusable Water to which it is entitled pursuant to this Agreement without Milliken's prior written permission, which shall not be unreasonably withheld, conditioned, or delayed, provided that Milliken is satisfied that the sub-lessee is capable of performing the financial obligations hereunder or that BURNCO will make such payments on behalf of the sub-lessee.
11. **Successors and Assigns.** This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties, respective successors, and assigns.
12. **Opposition to Water Court Matters.** Milliken may file a statement of opposition in the case described in paragraph 6 for the purpose of supporting BURNCO's application and ensuring the terms and conditions for the use of Milliken's Excess Reusable Water are consistent with Milliken's existing decrees. Notwithstanding, for the Term of this Agreement, BURNCO and its successors, assigns, and sub-lessees, if any are allowed, shall not oppose Milliken in any Water Court applications filed by Milliken unless such Water Court application would, in BURNCO's reasonable opinion, cause harm to the water right for the Well, its contractual right created by this Agreement or its commercial/industrial operations at the Plant. For the Term of this Agreement, Milliken and its successors, assigns, and sub-lessees, if any are allowed, shall not oppose BURNCO or its affiliates in any Water Court applications filed by BURNCO related to operation of the Plant. Each Party may file a statement of opposition in each other's cases for the purpose of tracking or supporting each other's applications and ensuring the protection of the existing decreed uses.
13. **Entire Agreement of the Parties.** This Agreement represents the entire agreement of the Parties, and no Party has relied upon any fact or representation not expressly set forth in this Agreement. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter of this Agreement, are merged in this Agreement.

14. **Amendment.** This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties.
15. **Default.**
- 15.1. If BURNCO does not make the required payment pursuant to paragraph 9 by the due date, Milliken may give BURNCO a notice of default. If BURNCO does not cure the default by making full payment within thirty (30) days of receipt of any notice of default, then Milliken may pursue any remedies available, including specific performance, but may not declare this Agreement terminated.
- 15.2. Subject to the terms of this Agreement, and in particular, paragraph 17 herein, if Milliken does not make the required deliveries pursuant to paragraph 4 when required, BURNCO may give Milliken a notice of default. If Milliken does not cure the default by making the required delivery within fourteen (14) days of receipt of any notice of default, then BURNCO may pursue any remedies available, including specific performance.
- 15.3. In the event of a default by Milliken of any of its obligations under this Agreement, BURNCO shall have no recourse for any amounts owed to it against any funds or revenues of Milliken. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of Milliken.
16. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms of this Agreement, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this Agreement.
17. **Failure to Perform Due to Force Majeure.** Subject to the terms and conditions in this paragraph, no Party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of *force majeure*, as that term is specifically defined herein; provided that: (a) the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the *force majeure*; (b) the suspension of performance is of no greater scope and of no longer duration than is required by the *force majeure* event or condition; and (c) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing the actions taken to remedy the consequences of the *force majeure* event or condition. As used herein *force majeure* shall mean any delay or failure of a Party to perform its obligations under this Agreement caused by events beyond the Party's reasonable control, and without the fault or negligence of the Party, including, without limitation A) changes in state or federal law or administrative practice concerning, water rights administration, water quality or stream flow requirements, B) changes in state water

rights administrative practice concerning the reuse of reusable water through leases or other agreements to others for use at locations other than Milliken, Colorado, including, but not limited to, challenges to retained dominion and control, C) acts of God, D) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, E) sabotage, F) vandalism beyond that which can be reasonably prevented by the Party, G) terrorism, H) war, I) riots, J) fire, K) explosion, L) severe cold or hot weather, M) snow, N) drought [a condition at least as severe as that which occurred in 2002 in the South Platte River Basin], O) other extreme weather conditions, P) blockades, Q) insurrection, R) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group), S) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, T) inability, despite due diligence, to obtain required licenses, permits or approvals, and U) an unanticipated shut-down of the WWTP rendering impossible Milliken's ability to make deliveries of Reusable Water in the form of reusable effluent when Milliken has no other Excess Reusable Water available to satisfy the Agreement. In no event will any delay or failure of performance caused by any conditions or events of *force majeure* extend this Agreement beyond its stated term. In the event any delay or failure of performance on the part of the Party claiming *force majeure* continues for an uninterrupted period of more than one hundred twenty (120) days from its occurrence or inception as noticed pursuant to this paragraph, the Party not claiming *force majeure* may, at any time following the end of such one hundred twenty (120) day period, terminate this Agreement upon written notice to the Party claiming *force majeure* without further obligation except as to costs and balances incurred prior to the effective date of such termination.

18. **Sole Obligation of Milliken.** This Agreement shall never constitute a general obligation or other indebtedness of Milliken or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution and laws of the State of Colorado.

19. **Miscellaneous.**

19.1. **Intent of Agreement.** This Agreement is intended to describe the rights and responsibilities of and between the named Parties and is not intended, and shall not be deemed, to confer rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of Milliken, BURNCO, or any other entity not a party to this Agreement.

19.2. **Severability.** If any provision in this Agreement is held invalid, illegal, or unenforceable by a court of law, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be impaired and will remain in full force and effect.

- 19.3. **Waiver of Breach.** Waiver of breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.
- 19.4. **Multiple Originals.** This Agreement may be simultaneously executed in any number of counterparts, each one of which shall be deemed an original, but all of which constitute one and the same Agreement.
- 19.5. **Headings for Convenience.** Headings and titles contained herein are intended for the convenience and reference of the Parties only, and are not intended to confine, limit, or describe the scope of intent of any provision of this Agreement.
- 19.6. **Recordation.** Following the execution of this Agreement, the Parties may cause this Agreement to be recorded with the Clerk and Recorder's Office of such county or counties in Colorado as they may desire.
- 19.7. **Notice.** All notices, requests, demands, or other communications (each, a "Notice," and, collectively, "Notices") hereunder shall be in writing and given by (i) established express delivery service which maintains delivery records requiring a signed receipt, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the Parties at the following address, or at such other address as the Parties may designate by Notice in the above manner.

To Milliken: Town of Milliken
 1101 Broad Street
 Milliken, CO 80543
 Attn: Town Administrator

with copy to: Town of Milliken
 1101 Broad Street
 Milliken, CO 80543
 Attn: Town Attorney

To BURNCO: BURNCO Colorado, LLC
 10100 Dallas St.
 Henderson, CO 80640
 Attn: RMX General Manager

with copies to: BURNCO Colorado LLC
 10100 Dallas St
 Henderson, CO 80640
 Attn: Land and Resources Manager

and

BURNCO Colorado, LLC
200, 5055 - 11 Street NE
Calgary, Alberta, Canada T2E 8N4
Attn: Legal Department, legal@burnco.com

- 19.7.1. Notices shall be effective the next day following the date sent by an established express delivery service which maintains delivery records requiring a signed receipt, upon receipt by the addressee of a hand delivery, or three (3) days following the date of mailing via certified or registered mail, postage prepaid, return receipt requested.
- 19.7.2. Notwithstanding the foregoing, the Parties may communicate with respect to extensions of the term and modifications of the Delivery Schedule, or any Annual Delivery Schedule, pursuant to paragraphs 1 and 2, above, by e-mail or regular postal delivery service to such address as may be designated by Notice in the manner provided for under paragraph 19.7.
20. **Non-Business Days.** If any date for any action under this Agreement falls on a Saturday, Sunday, or a day that is a "holiday" as such term is defined in Rule 6 of the Colorado Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.
21. **Commissions and Fees.** Each Party shall be solely responsible for the payment of any and all commissions or fees that it incurs with respect to this Agreement.
22. **Governing Law and Venue.** This Agreement and its application shall be construed in accordance with the law of the State of Colorado. Should it be necessary to initiate court proceedings concerning this Agreement, the Parties agree that venue shall be in the District Court for Weld County, Colorado.
23. **No Attorney Fees.** In the event of any litigation, mediation, arbitration, or other dispute resolution process arising out of or related to this Agreement, each Party agrees to be responsible for its own attorneys and other professional fees, costs, and expenses associated with any such proceedings.
24. **No Construction Against Drafter.** This Agreement was drafted by BURNCO with review and comment from the attorney for Milliken. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

TOWN OF MILLIKEN, COLORADO,

_____, _____

Date

APPROVED AS TO FORM FOR MILLIKEN:

_____, Assistant City Attorney

Date

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by _____, acting on behalf of the Town of Milliken, Colorado.

Witness my hand and official seal.

Notary Public

My commission expires: _____

(SEAL)

BURNCO COLORADO, LLC

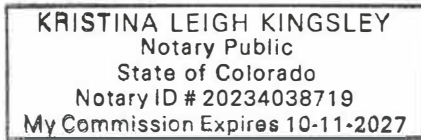
By: [Signature]
COLORADO RMX GM

11/5/24
Date

STATE OF Colorado)
) ss.
COUNTY OF Adams)

The foregoing Agreement was acknowledged before me this 5th day of November, 2024, by Robb VanderSchoaff as Colorado Ready Mix GM, of BURNCO Colorado, LLC.

Witness my hand and official seal.



[Signature]
Notary Public

My commission expires: 10-11-2027



9.c.

**TOWN OF MILLIKEN
BOARD OF TRUSTEES
AGENDA MEMORANDUM**

To: Mayor Austin and Trustees
From: Pepper McClenahan, Community
Development Director
Via: Cheryl Powell, Town Administrator

Meeting Date:
November 13, 2024

Item Category: Public Hearings Land Use

Agenda Title: Public Hearing to Consider Approval of a Site Plan to Construct Concrete Washout Ponds.

Attachments:

1. 01. Land Use Application_Washout Ponds Appl only-9-5-24
2. 02. Milliken Batch Plant Site Plan 9_30_24
3. 03. Mineral Interest Notice Letters compiled
4. 04. Public Notice Site Plan Burnco

PURPOSE

Continuation of a public hearing to consider approval of a Site Plan to construct concrete washout ponds on a 7.25-acre lot described as Lot 2, Block 1, Frontier Commercial Center Replat B. The property is located at 315 Frontier Court and owned by Tricycle Lane Texas LLC; commonly known as Burnco.

BACKGROUND

The Town approved a site plan in August of 2005 for concrete manufacturing and associated uses with the then property owner Hall-Irwin. The site plan included a batch plant, shop and office building, parking, landscaping and outside areas designated for material stockpiling and storage. The site plan also included areas for future buildings and identified a washout area. Items which were not constructed on the 2005 site plan include the batch plant, washout area and additional buildings. Landscaping was also not installed or was not maintained in a viable state. A hopper aggregate is located on the on the site, however, no crushing of aggregate is conducted on the site.

In June of 2024, the current owner (Tricycle Lane Texas LLC) submitted a request for a new site plan for construction of additional structures associated with the existing concrete business to include washout ponds for cement trucks. The Washout Ponds site plan also revises and implements required landscaping improvements that were

either not installed as depicted on the 2005 site plan or that were installed and not maintained.

Total area of the property to be utilized by the washout ponds is 3,403 square feet and will be located in the southwest corner of the site. The area previously used for washout of trucks will be discontinued and reclaimed. Diluted tailings from the washout ponds are used for dust suppression on aggregate stockpiles located on the site. Tailings trapped in the washout pond weirs will not be disposed of on the ground.

Burnco Washout Ponds Site Plan BOT Memo Page 2

Water supplies for the proposed use and historic uses is currently being resolved by the Town Administrator and Town Water Engineer via an agreement. The owners have applied for a permit for installation of a 1.5" tap and dedication of appropriate water shares of C-BT and will receive a credit for the existing 5/8" tap. Payment for the upsized tap and meter is anticipated to be received by the Town in less than 30 days.

BUDGET IMPLICATIONS

None

STAFF RECOMMENDATIONS

The Planning Commission conducted a public hearing on October 2, 2024 and received no comments in opposition. The Commission forwarded a recommendation of approval to the Board of Trustees subject to the conditions of staff.

Staff recommends approval of the site plan and reduced landscaping plan subject to the following conditions of approval:

1. Burnco will have an approved water supply via a combined source consisting of a commercial tap and an alluvial well 60729-F. Well 60729-F must be approved via a Substitute Water Supply Plan approved by the Division of Water Resources and/or a Plan for Augmentation decreed by Division I Water Court.
2. Prior to issuance of a building permit and the start of construction, the owner shall purchase and install a 1.5" tap and meter, and dedicate 7 shares of C-BT per Section 13.2.310(a) of the Milliken Municipal Code. The existing 5/8" commercial tap will be eliminated and the 5/8" tap fee and one unit of CBT will be credited toward the new 1.5" commercial tap fee and raw water credit.
3. Landscaping shall be maintained and failed plantings shall be replaced.
4. Tailings from the washout ponds shall be removed to an approved disposal location and shall not be discharged onto the ground of the site.
5. Prior to recordation of the site plan, all sheets in the site plan submittal shall bear

- the seal and signature of a Professional Engineer licensed in Colorado.
6. Approval of this site plan is limited to construction of washout ponds, and landscaping as depicted on the site plan titled "Concrete Washout Ponds".
 7. Changes to the site plan resulting from unanticipated site characteristic (as-built conditions) must be pre-approved by the Town of Milliken.
 8. This site plan shall expire after three years from the date of approval by the Milliken Board of Trustees if construction of the structures (washout ponds) has not commenced.
 9. This site plan shall expire after three years from the date of approval by the Milliken Board of Trustees if construction of the structures (washout ponds) has not commenced.

SUGGESTED MOTION

I move to approve the Site Plan to construct concrete washout ponds on a 7.25-acre lot described as Lot 2, Block 1, Frontier Commercial Center Replat B (315 Frontier Court), subject to the conditions as outlined by staff.

OR

I move to NOT approve the Site Plan to construct concrete washout ponds on a 7.25-acre lot described as Lot 2, Block 1, Frontier Commercial Center Replat B (315 Frontier Court).



9.c.

TOWN OF MILLIKEN LAND USE REPORT

To: Mayor Austin and Trustees
From: Pepper McClenahan, Community
Development Director

Public Hearing Date:
November 13, 2024

Via: Cheryl Powell, Town Administrator

Item Category: Public Hearings Land Use

Agenda Title: Public Hearing to Consider Approval of a Site Plan to Construct Concrete Washout Ponds.

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In June of 2024, the current owner (Tricycle Lane Texas LLC) submitted a request for a new site plan for construction of additional structures associated with the existing concrete business to include washout ponds for cement trucks. The Washout Ponds site plan also revises and implements required landscaping improvements that were either not installed as depicted on the 2005 site plan or that were installed and not maintained.

Total area of the property to be utilized by the washout ponds is 3,403 square feet and will be located in the southwest corner of the site. The area previously used for washout of trucks will be discontinued and reclaimed. Diluted tailings from the washout ponds are used for dust suppression on aggregate stockpiles located on the site. Tailings trapped in the washout pond weirs will not be disposed of on the ground.
 Burnco Washout Ponds Site Plan BOT Memo Page 2

Water supplies for the proposed use and historic uses is currently being resolved by the Town Administrator and Town Water Engineer via an agreement. The owners have applied for a permit for installation of a 1.5" tap and dedication of appropriate water shares of C-BT and will receive a credit for the existing 5/8" tap. Payment for the upsized tap and meter is anticipated to be received by the Town in less than 30 days.

PROPERTY INFORMATION

Type of Application:	Site Plan
Location:	West of WCR 23¾, South of Ash Street, West off Frontier Court
Applicants:	Tricycle Lane Texas, LLC.
Existing Land Use:	Concrete mixing, aggregate storage (Burnco).
Surrounding Land Use:	North: Across Ash Street (WCR 48), Town of Milliken Wastewater Treatment Plant, Industrial Zoning. West: Mixed Uses (Industrial and Agricultural), Weld County. South: Industrial Uses (Power Motive Corporation), Medium Industrial Zoning East: Office and Industrial Uses, Medium Industrial Zoning
Zoning	I-2, Medium Industrial
Comprehensive Plan:	Designates the site for Industrial Land Uses
Notice:	Notice was published in the <i>Johnstown Breeze</i> on September 5, 2024 and notice was mailed to surrounding property owners within 300' of the proposed development on September 18, 2024. The property was also posted with a notice of pending action on September 18, 2024, in compliance with requirements of the Milliken Municipal Code.

REVIEW CRITERIA COMPLIANCE WITH LAND USE CODE

This staff report is prepared in accordance with Land Use Code Sections 16-6-210 (Submittal Requirements), Chapter 16, Article III, General Standards Applicable to all

Districts (Parking and Landscaping), and 16-6-370, Site Plan.

SUBMITTAL REQUIREMENTS AND FINDINGS OF FACT

1. Staff finds that the application submittal meets the requirements of Section 16-6-210, and the required documents relevant to the project were received and complete:
 - a. Completed Land Use Application Form
 - b. Completed Fee Agreement and payment of applicable fees and deposits
 - c. Mineral Rights Affidavit
 - d. Written statement or narrative describing how the application is consistent with adopted Town policies and plans including but not limited to the Comprehensive Plan, Community Design and Development Standards, Parks, Open Spaces and Trails Master Plan, Transportation Master Plan, and the Design Criteria and Constructions Specifications.
 - e. Plat, map or graphic of the site or proposed use depicting topography, building locations, parking, traffic circulation, usable open space, landscaping, utilities, drainage features and any other information needed to evaluate the proposal.
 - f. Evidence that the applicant has contacted all mineral rights owners and all lessees of mineral, oil and gas rights associated with the site by certified mail, return receipt requested including the name of the current contact, phone number and mailing address.
 - g. Current proof of ownership in the form of title insurance issued within thirty (30) days of submission of the application.
 - h. Traffic Study – The Town Engineer determined that a traffic study or memo was not needed.
 - i. Certified Drainage Study or Report by a Colorado Licensed Engineer – The Town Engineer determined that no additional drainage information was needed.
 - j. Landscape Plan – An irrigation plan and water demand calculations must be submitted prior to issuance of a building permit.
 - k. Open Space and Ecological Characterization Plan – The Colorado Parks and Wildlife personnel reviewed the submittal and did not have any concerns.
 - l. Elevations of Proposed Structures and Buildings
2. Staff finds that submittal requirements for the Site Plan map as required by Section 16-6-370 have been met.
3. Staff finds that Parking and Loading for the facility meets the requirements in Section 16-3-220.

RECOMMENDATIONS

The Planning Commission conducted a public hearing on October 2, 2024 and received no comments in opposition. The Commission forwarded a recommendation of approval to the Board of Trustees subject to the conditions of staff.

Staff recommends approval of the site plan and reduced landscaping plan subject to the following conditions of approval:

1. Burnco will have an approved water supply via a combined source consisting of a commercial tap and an alluvial well 60729-F. Well 60729-F must be approved via a Substitute Water Supply Plan approved by the Division of Water Resources and/or a Plan for Augmentation decreed by Division I Water Court.
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OR

I move to NOT approve the Site Plan to construct concrete washout ponds on a 7.25-

acre lot described as Lot 2, Block 1, Frontier Commercial Center Replat B (315 Frontier Court).



9.c.

**TOWN OF MILLIKEN
BOARD OF TRUSTEES
AGENDA MEMORANDUM**

To: Mayor Austin and Trustees
From: Pepper McClenahan, Community
Development Director
Via: Cheryl Powell, Town Administrator

Meeting Date:
November 13, 2024

Item Category: Public Hearings Land Use

Agenda Title: Public Hearing to Consider Approval of a Site Plan to Construct Concrete Washout Ponds.

Attachments:

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Burnco Washout Ponds Site Plan BOT Memo Page 2

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BUDGET IMPLICATIONS

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OR

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Town of Milliken Land Use Application Form

PROJECT NAME: Milliken Batch Plant Concrete Washout Ponds																										
DATE SUBMITTED: 5/28/2024	APPLICATION FEE: \$500	APPLICATION DEPOSIT: \$2,000																								
TYPE OF APPLICATION: Site Plan																										
<table border="0"><tr><td>☐ ANNEXATION</td><td>☒ SITE PLAN REVIEW</td><td>☐ VARIANCE</td></tr><tr><td>☐ PLOT PLAN</td><td>☐ CONDITIONA USE PERMIT</td><td>☐ WAIVER</td></tr><tr><td>☐ PRELIMINARY PLAT</td><td>☐ SPECIAL USE PERMIT – OIL & GAS</td><td>☐ AMEND TO REC. PLAT</td></tr><tr><td>☐ FINAL PLAT</td><td>☐ USE BY SPECIAL REVIEW – GRAVEL</td><td>☐ FLOOD PLAIN DEV. PERMIT</td></tr><tr><td>☐ PLANNED UNIT DEVELOPMENT</td><td>☐ CHANGE OF USE (COMMERCIAL)</td><td>☐ COMP PLAN AMENDMENT</td></tr><tr><td>☐ MAJOR SUBDIVISION</td><td>☐ CHANGE OF ZONE</td><td>☐ HOME OCCUPATION</td></tr><tr><td>☐ MINOR SUBDIVISION/RE-SUBDIVISION</td><td colspan="2"></td></tr><tr><td>☐ REPLAT/LLA SUBDIVISION</td><td colspan="2">OTHER: _____</td></tr></table>			☐ ANNEXATION	☒ SITE PLAN REVIEW	☐ VARIANCE	☐ PLOT PLAN	☐ CONDITIONA USE PERMIT	☐ WAIVER	☐ PRELIMINARY PLAT	☐ SPECIAL USE PERMIT – OIL & GAS	☐ AMEND TO REC. PLAT	☐ FINAL PLAT	☐ USE BY SPECIAL REVIEW – GRAVEL	☐ FLOOD PLAIN DEV. PERMIT	☐ PLANNED UNIT DEVELOPMENT	☐ CHANGE OF USE (COMMERCIAL)	☐ COMP PLAN AMENDMENT	☐ MAJOR SUBDIVISION	☐ CHANGE OF ZONE	☐ HOME OCCUPATION	☐ MINOR SUBDIVISION/RE-SUBDIVISION			☐ REPLAT/LLA SUBDIVISION	OTHER: _____	
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PRE-APPLICATION CONFERENCE WAS HELD WITH: Planning Staff		Date: Spring 2024																								
PROJECT INFORMATION see description in attached memo																										
Applicant's Name: Andy Rodriguez		Project Location: 315 Frontier Ct, Milliken CO, 80543																								
Address 8308 Colorado Blvd. Suite 200, Firestone CO, 80504		Existing Use: Industrial																								
Email: andy@civilresources.com		Proposed Use: Industrial																								
Phone/Fax: 303 833 1416		Existing Zoning: Business/Industrial																								
Relation to Property Owner: Consultant		Proposed Zoning: Business/Industrial																								
Is site within Flood Plain? ☐ FEMA ☐ TOWN ☒ NO																										
Is site within Milliken's Planning Area? ☒ YES ☐ NO																										
Legal Description of Property (location within section, section, township and range, or Lot, Block, Subdivision): Lot 2, Block 1, Frontier Commercial Center Replat B																										
Total Acreage of Property under Consideration: 7.29																										
Number of Existing Residential Lots: 0		Number of Proposed Residential Lots: 0																								
Number of Existing Commercial Lots: 0		Number of Proposed Commercial Lots: 0																								
Number of Existing Industrial Lots: 1		Number of Proposed Industrial Lots: 0																								
ADDITIONAL CONTACTS		Consultant: Civil Resources																								
Property Owner: Tricycle Lane Texas LLC		Address: 8308 Colorado Blvd. Suite 200																								
Address: 10100 Dallas St.		City/State/Zip: Firestone CO, 80504																								
City/State/Zip: Henderson CO, 80640		Phone/Fax: 303 833 1416																								
Phone/Fax: 970 356 7523		Consultant:																								
Property Owner:		Address:																								
Address:		City/State/Zip:																								
City/State/Zip:		Phone/Fax:																								
Phone/Fax:																										

MEMORANDUM

TO: Tricycle Lane Texas LLC
FROM: Civil Resources, LLC
DATE: May 24, 2024
RE: Milliken Batch Plant Washout Ponds

This memo describes how the proposed concrete washout ponds at the Milliken Batch Plant are consistent with the Town of Milliken's standards and policies.

Concrete washout ponds are proposed to be constructed in the southern part of the parcel at 315 Frontier Court, Milliken Colorado, owned by Tricycle Lane Texas LLC. The lot is currently being used for business/industrial (concrete batch plant) purposes, in accordance with the Town of Milliken's Comprehensive plan. Concrete washout ponds will not change the land use of the lot and thus will be consistent with the town's land use policies. The existing lot and proposed ponds are out of the floodplain of the Big Thompson River and South Platte River. In addition, construction of the ponds will not affect any existing trees, shrubbery, or grass. The location of the ponds are around 100 feet north of the Thompson and Platte Ditch, preserving the natural buffer zone of the ditch. Natural contours on the site will generally drain stormwater to the northeast away from the ponds. The invert of the ponds will be just above existing grade to ensure no stormwater drains into the ponds. A traffic study was deemed unnecessary as truck traffic will not increase with the installation of ponds and construction will be contained inside the lot.



Town of Milliken Land Use Application Form

COMPREHENSIVE PLAN MAP DESIGNATIONS: Business/Industrial/Greenways/Residential

Industrial

LAND USE & PUBLIC FACILITIES

Land Use Designations:

Public Facilities: N/A

IMAGE AND DESIGN

Gateway: ☐ YES ☐ NO

Important Connection: ☐ YES ☐ NO

TRANSPORTATION

Street Connections: E Ash St, Frontier Court

UTILITY AND SPECIAL DISTRICTS

Water: N/A

Sewer: N/A

Fire Protection: N/A

Other:

PARKS, OPEN SPACE AND RECREATION

Proposed park and/or trail: N/A

ENVIRONMENTAL ISSUES

Property in floodplain: ☐ YES ☒ NO

Sensitive wildlife habitat area: ☐ YES ☒ NO

Soil Type:

OIL AND GAS

Oil and/or gas wells: ☐ YES ☒ NO

CERTIFICATION

I certify that I am the lawful owner of the parcel(s) of land which this application concerns and consent to this action.

Owner: Tricycle Lane Texas LLC

Date: June 7, 2024

I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge. In filing this application I am acting with the knowledge and consent of the property owners. I understand that all materials and fees required by the Town of Milliken must be submitted prior to having this application processed. **(Please fill out an Owner's Affidavit form if you wish to have someone act on your behalf for this application.)**

Applicant: CIVIL RESOURCES

Date: 5/28/24

STAFF USE ONLY

APPLICATION ACCEPTED:

Date: _____

By: _____

Fee: _____

Town of Milliken Fee Schedule
Effective January 1, 2024

Development Fee Structure

Part 1: Non-refundable Fee - Covers Town expenses (i.e. publication costs, recording fees)

Part 2: Refundable Deposit - Based on an estimate for the type of project, to cover charges by the Town's consultants or staff, including: Planners, Landscape Architects, Engineers, Surveyors and Attorneys. When 85% of the deposit has been expended, the applicant will be notified of any additional deposit required.

The Administrator or his/her designee can at his/her discretion either raise or lower the deposit amount depending on the project.

Chapter 16 - Land Use Code (16-1-90)			
Code	Description	Fee	Deposit
16-Pre-Application			
	Hourly Rate for Pre-Application Meeting with Town Consultants	\$200	
16-Article I: General Land Use Provisions			
Erosion Control & Overlot Grading Permits			
	Overlot Grading Plan Review	\$150	
	Overlot Grading Permit Fees:		
	50 Cubic Yards or Less	\$23.50	
	51 to 100 Cubic Yards	\$37.00	
	101 to 1,000 Cubic Yards	\$37.00 for the first 100 plus \$17.50 for each additional 100	
	1,001 to 10,000 Cubic Yards	\$184.50 for the first 1,000 plus \$14.50 for each additional 1,000	
	10,001 to 100,000 Cubic Yards	\$325.00 for the first 10,000 plus \$66.00 for each additional 10,000	
	100,000 Cubic Yards or More	\$519.00 for the first 100,000 plus \$36.50 for each additional 10,000	
16-Article II: Zoning			
	Zoning Amendment Text and/or Map Amendment	\$500	\$2,000
	Change of Use Review (Commercial w/no building alterations)	\$500	\$2,000
	Conditional Use Permit	\$500	\$2,000
	Variances and Appeals - Residential	\$150	\$2,000
	Variances and Appeals - Non-Residential	\$300	\$2,000
	Master PUD Development Plan - up to 10 lots, 50 dwelling units, or 25,000 sq. ft. (whichever is greatest)	\$750	\$1,500
	Master PUD Development Plan - 10 to 100 lots, 250 dwelling units, or 100,000 sq. ft. (whichever is greatest)	\$1,500	\$1,500
	Master PUD Development Plan - more than 100 lots, 250 dwelling units, or 100,000 sq. ft.	\$2,500	\$1,500
	Final PUD Development Plan - up to 10 lots, 50 dwelling units, or 25,000 sq. ft. (whichever is greatest)	\$750	\$5,000
	Final PUD Development Plan - 10 to 100 lots, 250 dwelling units, or 100,000 sq. ft. (whichever is greatest)	\$1,500	\$5,000
	Final PUD Development Plan - more than 100 lots, 250 dwelling units, or 100,000 sq. ft.	\$2,500	\$5,000
	2nd Driveway Application	\$100	\$300
	Floodplain Development Permit	\$500	\$2,500
	Special Use Permit - Oil & Gas/Commercial Mineral Extraction	\$1,000	\$2,000
16-Article V: Subdivisions			
	Preliminary Plat - up to 10 lots, 50 dwelling units, or 25,000 sq. ft. (whichever is greatest)	\$1,000	\$3,000 + \$20/lot
	Preliminary Plat - 10 to 100 lots, 250 dwelling units, or 100,000 sq. ft. (whichever is greatest)	\$1,500	\$4,000 + \$20/lot
	Preliminary Plat - more than 100 lots, 250 dwelling units, or 100,000 sq. ft.	\$2,000	\$6,000 + \$20/lot
	Final Plat	\$1,000	\$6,000 + \$20/lot
	Minor Subdivision (Over 5 lots which do not require a preliminary plat)	\$1,000	\$3,500
	Replat (Resubdivision)/Lot Line Adjustment/Administrative Plat	\$250	\$1,000
16-Article VI: Land Use Applications			
	Comprehensive Plan Amendment	\$500	\$1,000
	Site Plan - up to 25,000 sq. ft.	\$500	\$2,000
	Site Plan - more than 25,000 sq. ft.	\$1,000	\$3,500
	Vacation of Right-of-Way or Easement	\$250	\$1,000
	Metropolitan District	\$750	\$3,500
16-Article VII: Annexation			
	Annexation	\$1,500	\$5,500
	Disconnection (De-Annexation)	\$750	\$2,000



Town of Milliken Land Use Application Form

AGREEMENT FOR PAYMENT OF LAND USE APPLICATION FEES/DEPOSITS

This Agreement is entered into between Tricycle Lane Texas LLC
as APPLICANT and THE TOWN OF MILLIKEN, in consideration of the TOWN'S acceptance
of APPLICANT'S application for the land use approval as further described below:

1. APPLICANT hereby represents that he/she/it is the owner of 100% of the real property for which this application is being processed or that 100% of the property owners have also signed this application. APPLICANT has submitted to the TOWN an application for approval of:
BURNCO - Site Plan For Concrete Washout
Ponds
2. APPLICANT acknowledges and understands that the Board of Trustees per applicable ordinance (enclosed) establishes a fee and deposit schedule for Land Use applications. The ordinance and this Agreement shall govern the payment of fees and deposits for processing applications.
3. The application shall not be accepted for processing unless the property owner(s) of record of the property included in the application sign(s) this Agreement.
4. A fee in the amount required by the Town sufficient to cover the internal and external costs of administration, processing, site visits, publication of notice and similar matters will be paid by the APPLICANT for processing the development application. A fee payment of \$ 500 and deposit of \$ 2000, as required by ordinance shall be paid to the Town prior to processing the application.
5. The applicant shall be required to pay all actual costs incurred by the Town for review of the application by consultants, including but not limited to engineering, surveying, legal and planning plus fifteen percent (15%) of such actual costs for the Town's administrative costs plus supplies. The Town may require a deposit from APPLICANT to offset the Town's costs for review prior to consideration of any application submittal pursuant to this Code. Subsequent deposits may be required when the initial deposits are eighty-five percent (85%) depleted. These deposits may exceed the total amount of fees collected using the standard schedule of fees. The Town shall not continue the processing of any application for which the APPLICANT has refused to deposit the funds to cover the Town's cost of review. Any funds deposited in excess of the standard fees remaining after paying the costs specified above shall be refunded to the APPLICANT. In the event of non-payment of fees, the Town shall have the right to file a legal action to collect any balance due to the Town plus its costs and attorney's fees against any or all persons signing this Agreement as APPLICANT OR OWNER. The Town may certify to the County Treasurer any amount due pursuant to this paragraph as a lien on the property for which the application is submitted to be due and payable with the real estate taxes for the Town if the APPLICANT does not pay such amount within (30) days of written request by the Town.



Town of Milliken Land Use Application Form

APPLICANT(S)/OWNER(S)-

(All Owners/Applicants must sign this application)

By: Tricycle Lane Texas LLC/Scott Burns

As: Owner

Date: 5/28/2024

Address: 10040 Dallas St,
Henderson, CO 80640

TOWN OF MILLIKEN

By: _____

By: CIVIL RESOURCES/ANDY RODRIGUEZ

As: PM

Date: 5/28/2024

Address 8308 Colorado BLVD. Ste
200, Firestone, CO 80504

Date: _____

Copies to:

Town Planner _____
Finance Dept _____
Town Clerk _____
(Original)

Attachments:

Land Use Form _____
Development Fee Schedule _____
Fee Ordinance _____



Town of Milliken Land Use Application Form

TOWN OF MILLIKEN LAND USE APPLICATION

OWNER'S AFFIDAVIT FOR ENTITY

(To be completed only when applicant has an agent)

STATE OF COLORADO A.R.)
) ss.
COUNTY OF ~~WELD~~ Jefferson)

I Andrew Rodriguez being of lawful age and first duly sworn upon oath do hereby state as follows:

1. This affidavit is based upon my personal knowledge, I am competent to testify, and I would testify to the facts stated in this affidavit, which I warrant are true.

2. TLT LLC / BURROW CO LLC, which I will refer to as "Owner," is an owner of property located at:
315 Frontier Ct. Milliken Co 80543, which I will refer to as the "Property."

3. The Owner is a/an (form of entity: e.g., corporation, limited liability company, partnership, limited liability partnership, limited liability limited partnership, professional corporation, trust, etc.) that is fully qualified to do business in Weld County, Colorado.

4. The Property is legally described as:

Lot 2, Block 1, Frontier Commercial Center Replat B

5. I am the Project Manager of the Owner, and I am authorized to make the statements contained herein on behalf of the Owner and I do make such statements on behalf of the Owner.

6. If the Owner is not the sole owner of the Property, then the other owners of the Property are the following: N/A.

7. By this affidavit, the Owner requests a (special use permit, site plan, variance, zone change, subdivision, minor subdivision, annexation, other: Site Plan) through the Town of Milliken, Colorado.

8. Furthermore, the Owner has by lawful and enforceable action duly appointed Andrew Rodriguez of



Town of Milliken Land Use Application Form

TOWN OF MILLIKEN LAND USE APPLICATION

Civil Resources LLC as the Owner's agent to
act in the Owner's behalf on all matters pertaining to this application.

Signed: [Signature]

Address: 8308 Colorado Blvd. Ste 200

Firestone Co 80504

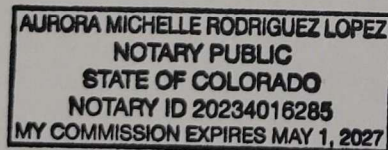
Phone: 303 909 0776

Subscribed and sworn to before me this

6th day of September, 2024.

[Signature]
Notary Public

My Commission Expires: 05/01/2027





Town of Milliken Land Use Application Form

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of Tricycle Lane Texas LLC, the Entity other than an individual, capable of holding title to real property, and states as follows:

The name of the Entity is: Tricycle Lane Texas LLC

The state, country, or other governmental authority under whose laws the Entity was formed is:

Texas

The Entity is a: (LLC, LLP, Corp., etc.) LLC

The mailing address for the Entity is: 10100 Dallas Street, Henderson, CO 80640

The name or position of the person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the Entity is:

Scott Burns

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows:

N/A

Other matters concerning the manner in which the entity deals with interests in real property:

Executed this _____ day of _____, 20__.

Signature:

Name:

Title:

Scott Burns
SCOTT H. Burns
CEO & Manager

Province of Alberta)
) ss.
City of Calgary)

The foregoing instrument was acknowledged before me this 7th day of JUNE, 2024, by SCOTT BURNS.
WITNESS my hand and official seal.

My commission expires: N/A

Kyle Cadieux
Kyle Cadieux

**A Notary Public in and for the
Province of Alberta**



Town of Milliken Land Use Application Form

AFFIDAVIT OF INTEREST OWNERS SURFACE ESTATE

Application: BURNCO MILLIKEN CONCRETE BATCH PLANT SITE PLAN

Property Legal Description: MIL FCCRB L2 BLK1 FRONTIER COMMERCIAL CENTER REPLAT B

Situs or Application Submittal Address: 315 Frontier Ct, Milliken CO, 80543

THE UNDERSIGNED, being first duly sworn, states that to the best of his or her knowledge the attached list is a true and accurate list of the names and addresses of the owners of property (the surface estate) within three hundred (300) feet of the property being considered.

This list was compiled from the records of the Weld County Assessor, or a person qualified to do the task, and shall be current as of a date no more than thirty (30) days prior to the date the application is submitted to the Town of Milliken.

Signature

(attach property owner list)

MEMORANDUM

TO: Tricycle Lane Texas LLC
FROM: Civil Resources, LLC
DATE: May 22, 2024
RE: Milliken Batch Plant Proposed Water Plan

This memo describes the proposed water supply plan for BURNCO's Milliken Concrete Plant.

The current batch plant has historically been served by an alluvial groundwater well (well permit 60729-F) tributary to the Big Thompson River and various replacement sources throughout the life of the plant. The well permit is attached. BURNCO currently leases potable water from the Town of Milliken.

BURNCO proposes to continue to use the alluvial well for batching with the intent to file a Water Court Application and request a Substitute Water Supply Plan (SWSP) pursuant to §37-92-308(4) C.R.S.. The SWSP will require leased water and the permanent augmentation plan will require a long term water lease to be acquired from the Town of Milliken. The location of the depletions are suited to be replaced using reusable effluent from the Town of Milliken.

BURNCO is in the process of drafting a Water Court Application and SWSP.

OFFICE OF THE STATE ENGINEER COLORADO DIVISION OF WATER RESOURCES

818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 866-3581

LIC

WELL PERMIT NUMBER 60729 - F -
DIV. 1 WD 4 DES. BASIN MD

APPLICANT

HALL IRWIN CORPORATION
P O BOX 2150
GREELEY, CO 80632-

(970) 352-6057

PERMIT TO CONSTRUCT A WELLAPPROVED WELL LOCATION

WELD COUNTY

NW 1/4 NE 1/4 Section 12
Township 4 N Range 67 W Sixth P.M.

DISTANCES FROM SECTION LINES

387 Ft. from North Section Line
2212 Ft. from East Section Line

UTM COORDINATES

Northing: Easting:

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHTCONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-137(2) on the condition that this well is operated in accordance with the substitute water supply plan approved by the State Engineer on January 14, 2004, for the Bernhardt Pit. This well shall not be operated unless it is included in a substitute water supply plan approved by the State Engineer or a plan for augmentation approved by the water court. The subject water supply plan is currently valid through December 31, 2004, and if not extended or if a court approved plan for augmentation is not in operation, diversion of ground water from this well must cease immediately.
- 4) The use of ground water from this well is limited to use in a batch plant and dust suppression for the Bernhardt Pit.
- 5) The pumping rate of this well shall not exceed 500 GPM.
- 6) The average annual amount of ground water to be appropriated shall not exceed 27.86 acre-feet.
- 7) Production is limited to the alluvium. The depth of this well shall not exceed 35 feet or the depth at which sandstone or shale is first encountered, whichever comes first.
- 8) The owner shall mark the well in a conspicuous place with well permit number(s), name of the aquifer, and court case number(s) as appropriate. The owner shall take necessary means and precautions to preserve these markings.
- 9) A totalizing flow meter must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer upon request.
- 10) This well shall be constructed at least 600 feet from any existing well, completed in the same aquifer, that is not owned by the applicant, except for those well for which the well owners submitted 600-foot spacing waivers.
- 11) This well shall be constructed not more than 200 feet from the location specified on this permit.
- 12) This well is subject to administration by the Division Engineer in accordance with applicable decrees, statutes, rules, and regulations.

JMW 2/12/04

APPROVED

JMW

State Engineer

DATE ISSUED 02-12-2004

By

EXPIRATION DATE 02-12-2005

Receipt No. 0516007

WELL CONSTRUCTION AND TEST REPORT
STATE OF COLORADO, OFFICE OF THE STATE ENGINEER
1313 Sherman St., Rm 818, Denver, CO 80203

For Office Use only
RECEIVED

APR 28 2004

WATER RESOURCES
STATE ENGINEER
COLORADO

1. WELL PERMIT NUMBER 60729 F

2. OWNER NAME(S) Hall Irwin Corporation
Mailing Address P.O. Box 2150
City, St. Zip Greeley CO 80632
Phone (970) 352-6057

3. WELL LOCATION AS DRILLED: NW 1/4 NE 1/4, Sec. 12 Twp. 4 N, Range 67 W
DISTANCES FROM SEC. LINES:
387 ft. from N Sec. line, and 2212 ft. from E Sec. line. OR
(north or south) (east or west)
SUBDIVISION: Frontier Commercial LOT 2 BLOCK 1 FILING(UNIT)
STREET ADDRESS AT WELL LOCATION: 315 Frontier Ct Milliken Colorado

4. GROUND SURFACE ELEVATION _____ ft. DRILLING METHOD Excavator
DATE COMPLETED 2/20/04 TOTAL DEPTH 32 ft. DEPTH COMPLETED 32 ft.

5. GEOLOGIC LOG:
Depth Description of Material (Type, Size, Color, Water Location)

the well was excavated with
an tracks hoe. 4' Diameter
perforated concrete pipe was
placed with the base at
32' Deep, the bottom 12'
was back filled with 1 1/2" Rock
Pit Run Material was then
placed on top of that for
another 12'. The last 1 ft
back to original elevation was
the material excavated

A 24" Solid pipe then goes
down the center of the 14'
concrete pipe with the pump
going down the center of
the 24" pipe

REMARKS: _____

6. HOLE DIAM. (in.) From (ft) To (ft)

From (ft)	To (ft)
_____	_____
_____	_____
_____	_____

7. PLAIN CASING
OD (in.) Kind Wall Size From(ft) To(ft)

OD (in.)	Kind	Wall Size	From(ft)	To(ft)
<u>24"</u>	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

PERF. CASING: Screen Slot Size: 3/4"
4" Dia

8. FILTER PACK:
Material River Rock
Size 1 1/2"
Interval _____

9. PACKER PLACEMENT:
Type _____
Depth _____

10. GROUTING RECORD:
Material Amount Density Interval Placement

Material	Amount	Density	Interval	Placement
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

11. DISINFECTION: Type _____ Amt. Used _____

12. WELL TEST DATA: ☐ Check box if Test Data is submitted on Form No. GWS 39 Supplemental Well Test.

TESTING METHOD
Static Level _____ ft. Date/Time measured _____, Production Rate 260 gpm.
Pumping level _____ ft. Date/Time measured _____, Test length (hrs.) _____
Remarks _____

13. I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. [Pursuant to Section 24-4-104 (13)(a) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.]

CONTRACTOR Hall Irwin Corp Phone (970) 352-6057 Lic. No. _____
Mailing Address _____

Name/Title (Please type or print) Jeff Grege Signature [Signature] Date 4/6/04

CONSTRUCTION PLANS FOR
SITE PLAN FOR CONCRETE WASHOUT PONDS
LOT 2, BLOCK 1, FRONTIER COMMERCIAL CENTER REPLAT B
WELD COUNTY, COLORADO


CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM

BURNCO

BURNCO COLORADO, LLC
10100 DALLAS STREET
HENDERSON, CO 80640
303 807 8889 (p)
MICHAEL REAM

SITE PLAN FOR CONCRETE WASHOUT PONDS
LOT 2, BLOCK 1, FRONTIER COMMERCIAL CENTER REPLAT B
WELD COUNTY, CO

REVISIONS		
NO.	DESCRIPTION	DATE
1	STAFF REVIEW	9/6/24

DESIGNED BY: ARR	DATE: May-24
DRAWN BY: JTK	SCALE: AS NOTED
CHECKED BY: xxx	AS NOTED
JOB NO.: #####	
DWG NAME: SITE PLAN	

COVER

SHEET:

1

NOTES:

GENERAL:

- ALL CONSTRUCTION SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS AND SHALL NOT BE CHANGED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE.
- THE CONTRACTOR IS RESPONSIBLE FOR CONTROL OF POLLUTION, SURFACE WATER AND EROSION THROUGHOUT THE DURATION OF THE CONTRACT.
- THE CONTRACTOR IS RESPONSIBLE FOR THE FOLLOWING: A. ANY PERMITS OR LICENSES REQUIRED FOR CONSTRUCTION B. PROPER NOTIFICATION OF ALL NECESSARY AGENCIES PRIOR TO CONSTRUCTION AND FOR REQUIRED INSPECTIONS.
- THE EXACT LOCATION OF ANY UTILITY LINES AND COORDINATION OF ANY DISRUPTION IN SERVICES WITH AFFECTED PARTIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
- THE DESIGN ENGINEER IS TO BE NOTIFIED BY THE CONTRACTOR OF ANY DISCREPANCY OR CONFLICT PRIOR TO CONTINUING CONSTRUCTION.
- ALL LOCATIONS AND ELEVATIONS SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER OF ANY FEATURES NOT SHOWN ON THESE DRAWINGS WHICH ARE THOUGHT TO POTENTIALLY IMPACT CONSTRUCTION.
- ALL CONCRETE SHALL BE COMPLETED AND ALLOWED TO CURE SUFFICIENTLY PRIOR TO COMMENCING BACKFILL IN ACCORDANCE TO THE PROJECT SPECIFICATIONS.

EARTHWORK:

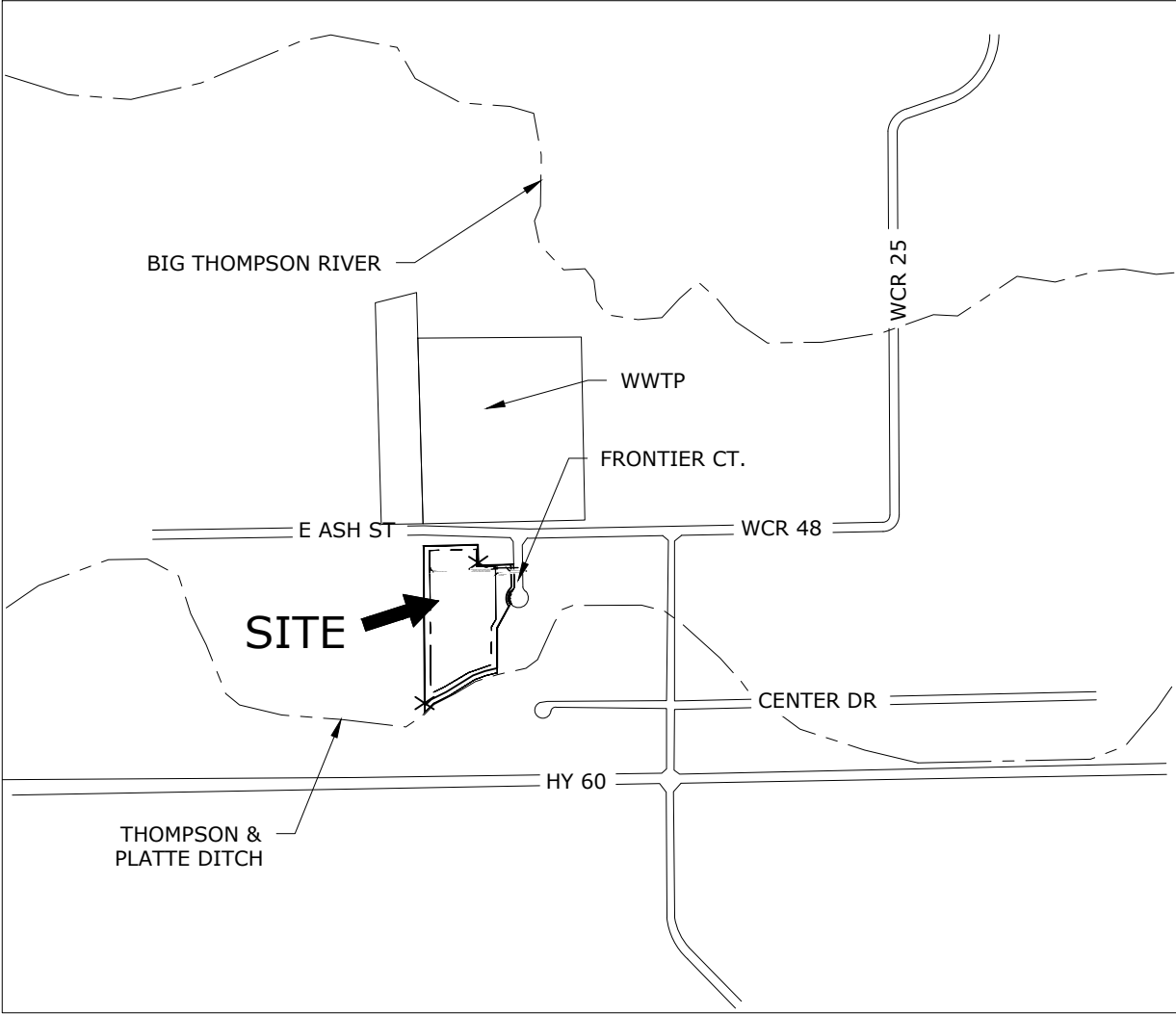
- THE SITE SHALL BE CLEARED AND GRUBBED PRIOR TO ANY EXCAVATION. WOODY MATERIAL IS TO BE CHIPPED AND STORED WITH TOPSOIL.
- TOPSOIL SHALL BE TEMPORARILY STOCKPILED WITHIN THE WORK AREA IN SUCH A WAY AS TO AVOID EROSION LOSSES. TEMPORARY SEEDING MAY BE REQUIRED.
- FINE GRADING OF THE FINISHED SITE (I.E., TOP SOILED SURFACE) IS NOT REQUIRED UNTIL SEEDING, HOWEVER ALL AREAS WHERE EARTHWORK IS CONDUCTED SHALL BE RELATIVELY SMOOTH AND UNIFORM. RUTS, LARGE CLUMPS AND ROUGH AREAS SHALL BE SMOOTHED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER BY USE OF HARROW OR DISC. TRASH, DEBRIS, AND STONES LARGER THAN 6 INCHES ARE ALL TO BE REMOVED AND DISPOSED OF PROPERLY.
- THE UPPER 2 INCHES OF SOIL (MINIMUM) IN AREAS TO BE SEEDED SHALL BE LOOSE AND FRIABLE AND SUITABLE FOR SEEDING. MEASURES SHALL BE TAKEN BY THE CONTRACTOR TO ACHIEVE THIS CONDITION.
- CONTROL OF GROUNDWATER AND SURFACE WATER NECESSARY TO CONDUCT THE EARTHWORK IS THE RESPONSIBILITY OF THE CONTRACTOR. ADDITIONAL GROUNDWATER CONTROLS OTHER THAN THOSE SHOWN AS PERMANENT ON THE PLANS WILL BE NECESSARY TO COMPLETE THE WORK.
- CONTRACTOR IS RESPONSIBLE FOR ALL DUST CONTROL REQUIRED. WATER IS PERMISSIBLE TO USE AND AVAILABLE ON THE SITE. CHEMICAL AGENTS FOR DUST CONTROL MUST BE APPROVED PRIOR TO USE.
- ANY MODIFICATIONS TO THE ELEVATIONS, GRADES AND EARTHWORK SHALL BE APPROVED AHEAD OF TIME BY THE OWNER'S ENGINEER. ALL CHANGES ARE TO BE REFLECTED ON THE CONTRACTOR'S "RED LINED" AS-BUILT DRAWINGS.
- THERE SHALL BE NO FILL PLACED ABOVE THE ORIGINAL GROUND SURFACE IN THE FLOODWAY AS DELINEATED IN THESE PLANS.

UTILITY:

- THE UTILITY INFORMATION SHOWN IS PLOTTED FROM THE BEST AVAILABLE DATA.
- THE CONTRACTOR IS RESPONSIBLE FOR MAKING THEIR OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.
- THE CONTRACTOR IS TO CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 FOR UTILITY LOCATIONS AT LEAST 2 BUSINESS DAYS, NOT INCLUDING THE DAY OF ACTUAL NOTICE, PRIOR TO EXCAVATING.
- THE CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR ANY UTILITIES THAT NEED RELOCATING.

SITE ACCESS AND PROTECTION:

- CONTRACTOR SHALL USE ONLY DESIGNATED ACCESS ROUTES TO THE PROJECT SITE, AND SHALL REPAIR AREAS DAMAGED OUTSIDE OF THE DESIGNATED CONSTRUCTION ZONE FOR THE PROJECT AT THEIR OWN EXPENSE.
- CONTRACTOR SHALL NOT OPERATE EQUIPMENT, STORE MATERIALS/SUPPLIES, OR OTHERWISE DISTURB WETLANDS AND SENSITIVE AREAS IN OR ADJACENT TO THE PROJECT AREA. CONTRACTOR WILL BE RESPONSIBLE FOR ANY IMPACTS FROM THEMSELVES AND THEIR SUBCONTRACTORS.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES IN THE PROJECT SITE, AND FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION. DAMAGED UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR IS RESPONSIBLE FOR HAULING AND PLACING OF ALL EXCESS MATERIALS FROM THE SITE AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR IS TO LIMIT ACCESS TO THE SITE BY UNAUTHORIZED PERSONS WITH A SECURITY FENCE AND CLEARLY MARK THE CONSTRUCTION ZONE.



PROJECT LOCATION MAP

SCALE: 1" = 1000 UNITS

PREPARED FOR:

BURNCO COLORADO, LLC
10100 DALLAS ST
HENDERSON, CO 80640
970 356 7523

PREPARED BY:

CIVIL RESOURCES, LLC
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303 833 1416

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____, BEING THE SOLE OWNERS OF THE LAND DESCRIBED HEREIN THAT CAUSED SAID LAND TO BE SITE PLANNED UNDER THE NAME OF _____ AGREE TO DEVELOP THE LAND AS DEPICTED. ALL CONDITIONS, TERMS AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, WE HERETO SET OUR HANDS AND SEALS THIS ____ DAY OF _____ A.D., 20__.

OWNER

STATE OF COLORADO)
)SS
COUNTY OF WELD)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20__

WITNESS MY HAND AND SEAL _____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVALS:

The Planning Commission recommended this Site Plan for approval of the Board of Trustees on ____ day of _____, 20__.

Planning Commission Chairman

Attest:

Town Clerk

The Board of Trustees hereby certifies that the Site Plan of the above-described property was approved by the Town of Milliken on the ____ day of _____, A.D., 20__.

Mayor

Attest:

Town Clerk

An approved Site Plan shall expire after three years from the date of approval if building permits are not issued and if construction, (as applicable) has not commenced.

811

KNOW WHAT'S BELOW!
CALL BEFORE YOU DIG

J:\BURNCO-213\WILLIKEN\BATCH PLANT\DRAWINGS\SHEETS\SITE PLAN

NOTES:

GENERAL:

1. ORIGINAL SITE PLAN "HALL-IRWIN BATCH PLANT", REC# 3327381 REVIEWED FOR COMPLETENESS.
2. CURRENT EXISTING CONDITIONS ARE SHOWN BASED ON AERIAL PHOTOGRAPHY, SITE VISITS AND DISCUSSIONS WITH THE CURRENT OPERATOR.
3. A FUTURE ASPHALT PLANT, AND POTENTIAL BUILDINGS LOCATED IN THE SOUTHERN PORTION OF THE SITE WILL NOT BE CONSTRUCTED. CURRENT EMPLOYEE PARKING IS SHOWN AND THE ORIGINAL SITE PLAN (REC. #332781) EMPLOYEE PARKING HAS CHANGED.
4. PROPOSED LANDSCAPE AREA FROM ORIGINAL SITE PLAN (REC# 332781) IS 5.4 ACRES, WHICH INCLUDES 1.5 ACRES OF TREED AREA.
5. THE UPDATED SITE PLAN INCLUDES INCORPORATING A 3-WIRE FENCE AND 1.26 ACRES OF TREES AND MULCHED AREA. LANDSCAPED AREA = 17.4% OF THE AREA.

TREE LIST

PONDEROSA PINE
(PINUS PONDEROSA)
EVERGREEN
SIZE(HEIGHT X SPREAD): 70' X 35'
QUANTITY: 6
TREE DIAMETER: 1.5" -2"

CAMBEL OAK, SCRUB OAK
(QUERCUS GEMBELII)
EVERGREEN
SIZE(HEIGHT X SPREAD): 15' X 10'
QUANTITY: 14
TREE DIAMETER: 1"-2"

IRRIGATION PLAN

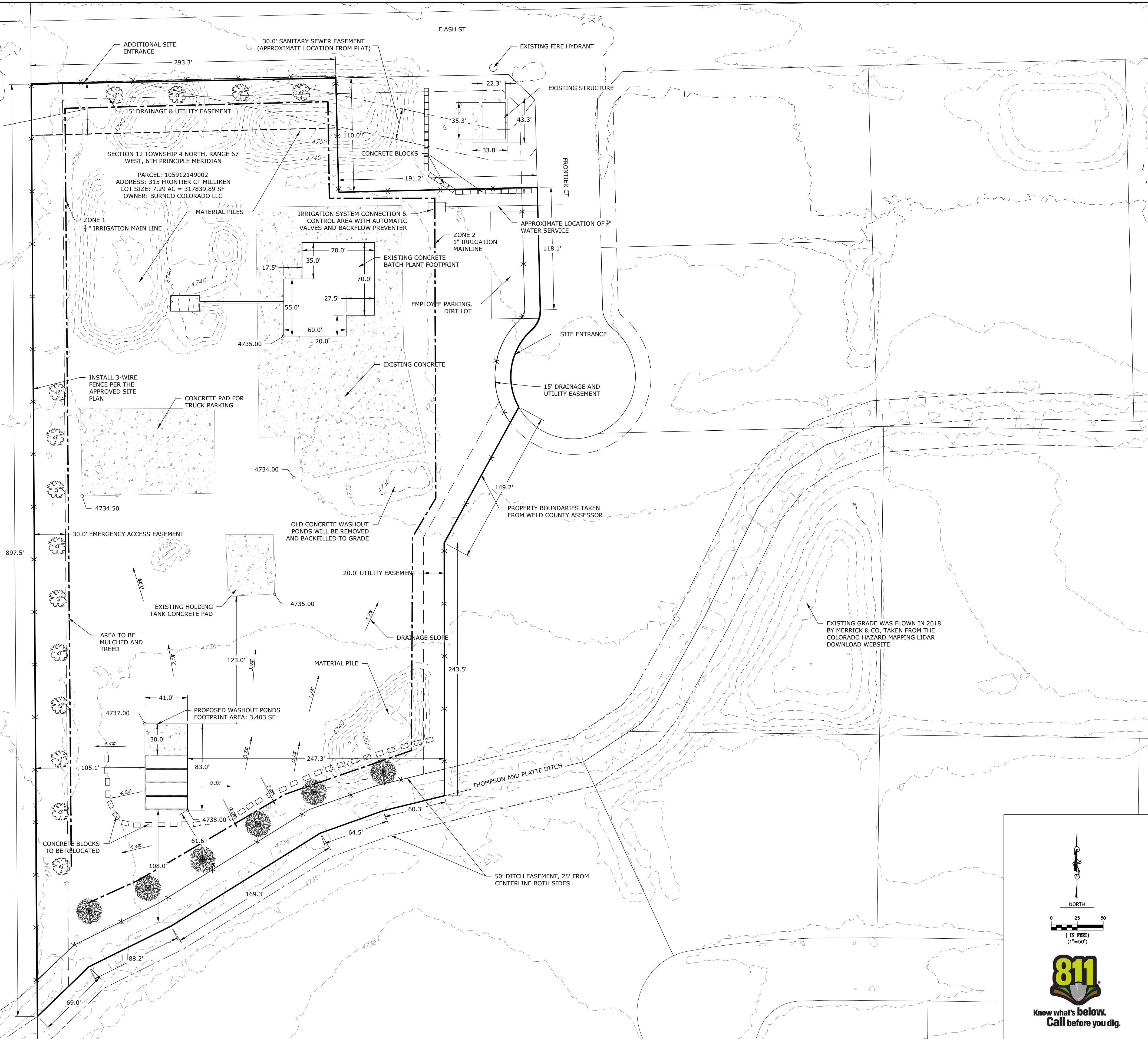
- ZONE 1
- $\frac{3}{4}$ " PVC MAINLINE
 - USE DRIP EMITTERS AT EACH TREE BASE TO CONVEY REQUIRED FLOWRATE

- ZONE 2
- 1" MAINLINE
 - USE DRIP EMITTERS AT EACH TREE BASE TO CONVEY REQUIRED FLOWRATE

Irrigation Plan Mature Tree Water Use (With 80% Use Efficiency Rate)				
Tree	Crown Diameter (ft)	Plant Area (ft ²)	Evotranspiration Rate	Gallons Per Plant (gpd)
Ponderosa Pine	35	961.63	0.3	179.73
Gambel Oak	10	78.50	0.3	14.67

Peak Water Demand Table (Assuming 24 Weeks Per Irrigation Season, Watering 7 Days per Week)					
Zone	Peak Flowrate Mainline (gpm)	Tap Pressure (psi)	Peak Runtime Per Day (hr)	Peak Weekly Usage (Gallons)	Peak Annual Usage (Gallons)
1	6.19	70	0.55	1437.82	34507.72
2	15.91	70	1.13	7548.56	181165.53
Total:				215673.26	

50.0' BESTWAY CONCRETE, LLC PERMANENT EASEMENT, 20' NORTH AND 30' SOUTH OF DESCRIBED COURSE ON RECEPTION 3694368



8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM



BURNCO COLORADO, LLC
10100 DALLAS STREET
HENDERSON, CO 80640
303 807 8889 (p)
MICHAEL REAM

SITE PLAN FOR CONCRETE WASHOUT PONDS
LOT 2, BLOCK 1, FRONTIER COMMERCIAL CENTER REPLAT B
WELD COUNTY, CO

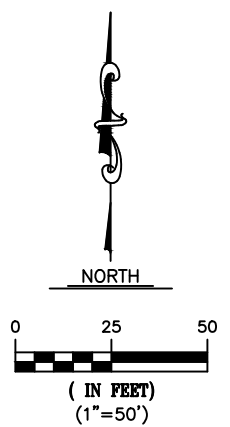
REVISIONS		
NO.	DESCRIPTION	DATE
1	STAFF REVIEW	9/6/24

DESIGNED BY: ARR DATE: May-24
DRAWN BY: JTK SCALE: AS NOTED
CHECKED BY: xxx AS NOTED
JOB NO.: #####
DWG NAME: SITE PLAN

SITE PLAN

SHEET:

2



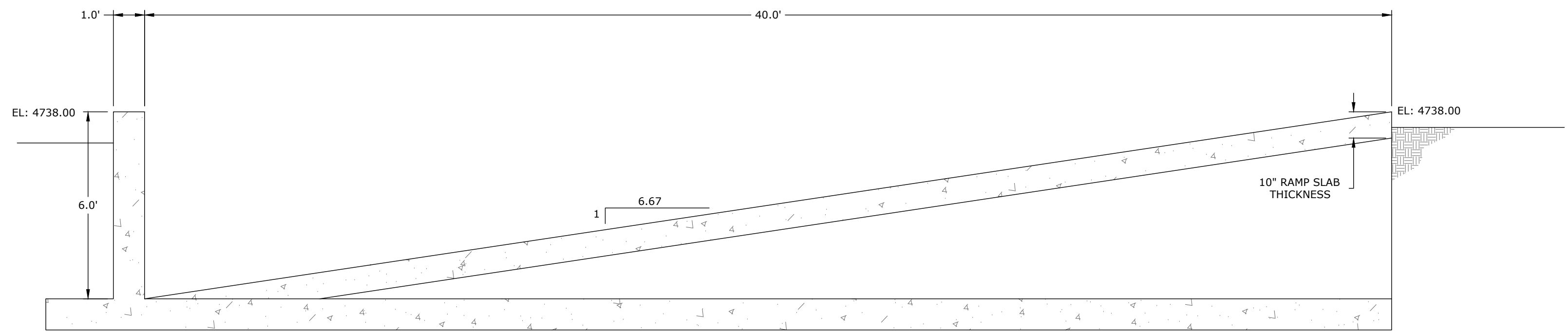


Diagram illustrating the cross-section of a weir structure. The weir is 6.0' wide and 1.0' (TYP.) high. The water level is 10.0' above the weir crest. The downstream slope is indicated by a dashed line. The structure is labeled "WEIR".

WASHOUT POND WALL

TOW EL: 4738.00

1.0'

30.0'

UN-REINFORCED CONCRETE SLAB

8"

8" OF CLASS 6 ROADBASE

PROTECT SUBGRADE OR COMPACT TO 95% MDD & +/- 2% OPT. MC AS DIRECTED BY OWNER OR ENGINEER

EL: 4737.00

Technical drawing of a bridge deck cross-section showing reinforcement details. The drawing includes the following labels and dimensions:

- 1.0'
- 6.0'
- 2'-2"
- 1'-8"
- 1.0'
- 12" THICK LAYER OF CLASS 6 ROADBASE
- PROTECT SUBGRADE OR COMPACT TO 95% MDD & +/- 2% OPT. MC AS DIRECTED BY OWNER OR ENGINEER
- #4 @ 10" O.C.
- #4 @ 9" O.C.
- #4 @ 12"
- 2" CLR. (TYP.)
- #4 X 2'-8" @ 12" PROJECT 1-10" INTO STEM
- 3 1/4" X 1 1/4" CONSTRUCTION KEY WITH WATERSTOP
- 6 #4 BARS TOP MAT
- 2 #4 BARS BOTTOM MAT

CHAIRS (TYP)

10"

#4 BARS 36" O.C., E.W.

3" CLR. AT EDGE AND JOINTS

12" THICK LAYER OF CLASS 6 ROADBASE

GENERAL NOTES

1. ALL CONCRETE SHALL BE CDOT CLASS D (OUTLET STRUCTURE AND WINGWALLS)
2. ALL CONSTRUCTION JOINTS SHALL BE THOROUGHLY CLEANED BEFORE FRESH CONCRETE IS POURED.
3. ALL CONSTRUCTION JOINTS NOT SHOWN ON THE PLANS SHALL BE APPROVED BY THE ENGINEER.
4. THE CONTRACTOR IS RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE DURING CONSTRUCTION.
5. ALL DIMENSIONS ARE PERPENDICULAR TO THE CENTERLINE OF THE BOX.
6. ALL EXPOSED CONCRETE CORNERS SHALL BE CHAMFERED $\frac{3}{4}$ IN.
7. ALL TRANSVERSE REINFORCING SHALL BE NORMAL TO THE CENTERLINE OF THE BOX.
8. ALL QUANTITIES FOR LONGITUDINAL AND TRANSVERSE BARS ARE NOT INCLUDED.
9. GRADE 60 EPOXY COATED REINFORCING STEEL IS REQUIRED.
10. THE MINIMUM LAP SPlice LENGTH FOR EPOXY COATED REINFORCING BARS SHALL BE:

BAR SIZE:	#4	#5	#6	#7	#8	#9	#10	#11
SPlice LENGTH:	1'-3"	1'-7"	2'-5"	2'-10"	3'-8"	4'-8"	5'-11"	7'-3"

11. ALL REBAR SHALL BE CONTINUOUS FROM CONCRETE STRUCTURES TO WINGWALLS.
12. CUT SHEET PILE AT GRADE ONCE STRUCTURE IS COMPLETE AND CLEAN.
13. BACKFILL PLACEMENT SHALL NOT BEGIN UNTIL CONCRETE REACHES DESIGN STRENGTH.
14. ALL EXPOSED EDGES SHALL BE CHAMFERED $3/4$ " x $3/4$ ".
15. ALL DIMENSIONS IN FEET/INCHES.
16. BUNKER AND 10' WIDTH SHOWN FOR 10' WIDE LOADER BUCKET. MAKE SURE LOADER BUCKET FITS BEFORE CONSTRUCTION. IF YOUR BUCKET WIDTH IS DIFFERENT, CONSULT ENGINEER.



811
Now what's below.
Call before you dig.

SHEET:

3



LAND SERVICES
OIL AND GAS TITLE

P.O. Box 336337
Greeley, CO 80633

Phone (970) 351-0733
Fax (970) 351-0867

LIST OF MINERAL OWNERS AND MINERAL LESSEES for NOTIFICATION
(Town of Milliken and Burnco Colorado LLC Property)

Subject Property:

Township 4 North, Range 67 West of the 6th P.M., Weld County, CO
Section 12: Lot 1 and Lot 2, Block 1, of Frontier Commercial Center, Replat "B",
according to that certain map or plat thereof, recorded April 15, 2003 under
Reception No. 3053132, being a part of the NE¼

Zeren Land Services, an oil and gas title research company, states that to the best of its knowledge the following is a true and accurate list of the names and addresses of the mineral owners and mineral leasehold owners entitled to notice under the Surface Development Notification Act, Colorado Revised Statutes §24-65.5-101, et seq. in the Subject Property based upon the records of the Weld County Assessor and Clerk Recorder as of May 1, 2024 at 7:45 a.m.:

Mineral Owners:

None (entitled to notice)

Mineral Leasehold Owners:

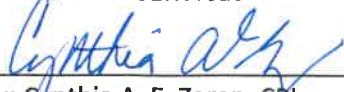
PDC Energy, Inc. (fka SRC Energy Inc.)
1099 18th Street, Suite 1500
Denver, CO 80202

Kerr-McGee Oil & Gas Onshore LP
Attn: Land Manager/Wattenberg
1099 18th Street, Suite 700
Denver, CO 80202

Noble Energy, Inc.
Attn: Rockies Business Unit
2001 16th Street, Suite 900
Denver, CO 80202

Dated this 8th day of May, 2024.

ZEREN LAND SERVICES


By: Cynthia A. E. Zeren, CPL
Certified Professional Landman #4044

At the request of **Civil Resources, LLC** ("Client"), Zeren Land Services, an independent land consulting firm, has prepared the foregoing list of mineral estate owners entitled to notice under the Surface Development Notification Act, Colorado Revised Statutes §24-65.5-101, et seq.

Zeren Land Services, searched (i) the records of the Weld County Assessor relating to the Subject Property for persons identified therein as mineral estate owners, and (ii) the records of the Weld County Clerk and Recorder relating to the Subject Property for recorded requests for notification in the form specified in the Surface Development Notification Act. The results of these searches are set forth above in this List of Mineral Owners Entitled to Notice. At the date of the search, the records of the Assessor and the Clerk and Recorder were posted through May 1, 2024 at 7:45 A.M.

Zeren Land Services, agreed to prepare this listing for the Client only if the Client agreed that the liability of Zeren Land Services, would be strictly limited to the amount paid by the Client for such services. Zeren Land Services, makes no warranty, express, implied or statutory, in connection with the accuracy, completeness or sufficiency of such listing of mineral estate owners. In the event the listing proves to be inaccurate, incomplete, insufficient or otherwise defective in any way whatsoever or for any reason whatsoever, **the liability of Zeren Land Services, shall never exceed the actual amount paid by Client to Zeren Land Services, for the listing.**

In order to induce Zeren Land Services, to provide such services, **Client further agreed to indemnify and hold Zeren Land Services, its managers, members and employees, harmless from and against all claims by all persons (including, but not limited to Client) of whatever kind or character arising out of the preparation and use of each such listing of mineral estate owners, to the extent that such claims exceed the actual amount paid to Client by Zeren Land Services, for such listing.** Client specifically intends that both the foregoing limitation on liability and foregoing indemnification shall be binding and effective without regard to the cause of the claim, inaccuracy or defect, including, but not limited to, breach of representation, warranty or duty, any theory of tort or of breach of contract, or the fault or negligence of any party (including Zeren Land Services) of any kind or character (regardless of whether the fault or negligence is sole, joint, concurrent, simple or gross). **Client's use of this listing evidences Client's acceptance of, and agreement with, this limitation on liability and the indemnification.**

ZEREN LAND SERVICES

Date: May 8, 2024

By: 
Cynthia A. E. Zeren, as President

May 13, 2024

Via Certified Mail

Noble Energy, Inc.
Attn: Rockies Business Unit
2001 16th Street, Suite 900
Denver CO 80202

RE: Mineral Deed Notice, Milliken Colorado

To Whom It May Concern,

This letter is being prepared on behalf of BURNCO Colorado LLC, who are owners of a 7.3 acre parcel of land. This parcel is situated in the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section Twelve (12), Township Four North (T.4N.), Range Sixty-seven West (R.67W) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado. The concrete batch plant is in an area of industrial use land with common oil and gas wells and related infrastructure defined by Lot 1 & 2 of Frontier Commercial Center, Replat B Block 1. An application for land use is being reviewed by the City of Milliken to add concrete washout ponds to the existing site infrastructure.

Through title research, your name was listed as an apparent lessee of mineral rights on the aforementioned Property. According to the Town of Milliken Land Use Policies, notice of additional land use related to this application must be provided to owners of mineral and oil and gas leases.

Enclosed with this notice is a list of mineral owners and mineral lessees prepared by Zeren Land Services.

If you have any questions regarding this matter, please do not hesitate to contact me at 303 833 1416x202.

Sincerely,

Civil Resources, LLC

A handwritten signature in blue ink, appearing to read 'Andy Rodriguez', with a stylized flourish extending to the right.

Andy Rodriguez, P.E.
Civil Engineer/Project Manager

May 13, 2024

Via Certified Mail

Kerr-McGee Oil & Gas Onshore LP
Attn: Land Manager/Wattenberg
1099 18th Street, Suite 700
Denver, CO 80202

RE: Mineral Deed Notice, Milliken Colorado

To Whom It May Concern,

This letter is being prepared on behalf of BURSCO Colorado LLC, who are owners of a 7.3 acre parcel of land. This parcel is situated in the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section Twelve (12), Township Four North (T.4N.), Range Sixty-seven West (R.67W) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado. The concrete batch plant is in an area of industrial use land with common oil and gas wells and related infrastructure defined by Lot 1 & 2 of Frontier Commercial Center, Replat B Block 1. An application for land use is being reviewed by the City of Milliken to add concrete washout ponds to the existing site infrastructure.

Through title research, your name was listed as an apparent lessee of mineral rights on the aforementioned Property. According to the Town of Milliken Land Use Policies, notice of additional land use related to this application must be provided to owners of mineral and oil and gas leases.

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If you have any questions regarding this matter, please do not hesitate to contact me at 303 833 1416x202.

Sincerely,

Civil Resources, LLC

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Andy Rodriguez, P.E.
Civil Engineer/Project Manager

May 13, 2024

Via Certified Mail

PDC Energy, Inc.
1099 18th Street, Suite 1500
Denver, CO 80202

RE: Mineral Deed Notice, Milliken Colorado

To Whom It May Concern,

This letter is being prepared on behalf of BURNCO Colorado LLC, who are owners of a 7.3 acre parcel of land. This parcel is situated in the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section Twelve (12), Township Four North (T.4N.), Range Sixty-seven West (R.67W) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado. The concrete batch plant is in an area of industrial use land with common oil and gas wells and related infrastructure defined by Lot 1 & 2 of Frontier Commercial Center, Replat B Block 1. An application for land use is being reviewed by the City of Milliken to add concrete washout ponds to the existing site infrastructure.

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Sincerely,

Civil Resources, LLC

A handwritten signature in blue ink, appearing to read 'Andy Rodriguez', with a stylized flourish extending to the right.

Andy Rodriguez, P.E.
Civil Engineer/Project Manager



NOTICE OF HEARING
TOWN OF MILLIKEN

NOTICE is hereby given of a Public Hearing before the Planning Commission of the Town of Milliken, Colorado at 7:00 P.M. on the **2nd Day of October, 2024**, and before the Board of Trustees at 6:30 P.M. on the **9th Day of October, 2024** or as soon as time allows. The hearings will be held at 1201 Broad Street in the Town of Milliken's Meeting House. The purpose of the hearing is to consider a request for Site Plan approval to construct washout ponds associated with a concrete batch plant on a 7.25-acre lot described as Lot 2, Block 1, Frontier Commercial Center Replat B. The property is located at 315 Frontier Court and owned by Tricycle Lane Texas, LLC.

For information on *Electronic Participation* procedures for quasi-judicial hearings and activities (such as attendance, testimony, and public participation) during emergency situations please contact the Town Clerk at 970-587-4331. Please note some procedures may require submission of materials to the Town Clerk at least five (5) business days prior to the hearing date.

A Zoom link will be posted on the Town of Milliken's Website and Meeting Agenda at least 24 hours prior to the Public Hearing.

A copy of the application for the Site Plan and associated exhibits may be reviewed at the Town Hall, 1101 Broad St. between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday.

This notice given and published by order of the Town Board of the Town of Milliken, Colorado.

TOWN OF MILLIKEN, COUNTY OF WELD, COLORADO

By: Caree Rinebarger, Town Clerk

Published in The Johnstown Breeze, the 5th Day of September 2024



9.d.

**TOWN OF MILLIKEN
BOARD OF TRUSTEES
AGENDA MEMORANDUM**

To: Mayor Austin and Trustees
From: Pepper McClenahan, Community
Development Director
Via: Cheryl Powell, Town Administrator

Meeting Date:
November 13, 2024

Item Category: Public Hearings Land Use

Agenda Title: Public Hearing for a Final Plat of Sunfield Subdivision Filing No. 2.

Attachments:

1. .01 Emailed Request for Continuance - Sunfield No. 2

PURPOSE

The applicant is requesting a continuance of the public hearing to the December 11, 2024 Board meeting to allow time to finalize the Development Agreement and other documents.

BACKGROUND

BUDGET IMPLICATIONS

None

STAFF RECOMMENDATIONS

SUGGESTED MOTION

I move to continue the public hearing for the Sunfield Subdivision Filing No. 2 final plat to the December 11, 2024 Board of Trustee meeting.

From: [Abdul Barzak](#)
To: [Pepper McClenahan](#); [Jordan Cashman](#)
Cc: [John Hall](#); [Donna Kraft](#)
Subject: Request for Continuance - Sunfield No. 2
Date: Monday, November 4, 2024 5:44:29 PM
Attachments: [image001.png](#)

Dear Pepper,

I hope this message finds you well. I appreciate our conversation earlier today regarding Sunfield Filing No.2. I am writing to formally request a continuance for the **Sunfield Filing No.2 Final Plat** Town Board hearing scheduled for November 13th, 2024. Until a final draft of the Development Agreement is completed, which the Town Board can review in its completed form, I kindly ask that the matter be rescheduled to the Town Board meeting on December 11th, 2024.

I understand the importance of maintaining the scheduled proceedings and appreciate your consideration of this request. Should December 11th not be available, I would be grateful for any alternative dates after the 11th that may work for the Town.

Thank you for your attention to this matter. Please let me know if any additional information or documentation is required to support this request.

Thank you,



ABDUL BARZAK, ENV SP

SENIOR PROJECT MANAGER

o: 970.224.5828 | **d:** 970-834-3150 | **w:** ripleydesigninc.com

RIPLEY DESIGN, INC. | 419 Canyon Avenue, Suite 200 | Fort Collins, CO 80521



"A Community Working Together"

Monthly Police Report October 2024

Personnel:

- Backgrounds were conducted on a selected Police Officer Candidate. We selected Eric Modesto; he will be starting on Nov 11th. We look forward to having him on the Team.
- Code Officer Bonne-Campbell has begun the Weld Elves program for this year. She is currently accepting referrals from the community.
- Code Officer Bonne-Campbell and Officer Fernandez attended the annual toy drive for Weld Elves held in Greeley.
- Chief Garcia attended the Mitigation Planning meeting held at the FRFR.
- Administrative Assistant Gale Amaya, Officers Bocanegra, and Quiroz participated in the Annual Harvest Fest in Milliken.

Community Outreach

- The Police Department participated in the Annual Halloween Monster bash. Great turnout and handed over 300 bags of candy to the community.
- Officers attended the MYCL celebration held at Dove Valley.

Calls For Service

	Total calls for service	Total - All Citations	Total Police Reports Generated	Total Arrests
January 2024	472	37	55	12
February 2024	415	40	43	9
March 2024	468	42	54	11
April 2024	413	23	57	10
May 2024	505	34	65	3
June 2024	432	17	46	7
July 2024	410	35	40	4
August 2024	449	34	64	6
September 2024	418	38	71	8
October 2024	420	44	67	3

October 2024 Arrests

Classification	Number of Arrests
DUI	1
Traffic Accident	1
Warrant	1
Total	3

Top 5 Traffic Accident Locations October 2024

Highway 60 / Highway 257	1
S Traders Lane East Village	1
HWY 257 MM2	1
Hwy 60 / Traders	2
Total	5

Total Overall Incidents (By Method Received) October 2024

Total	420
911	57
Non-Emergency	84
Officer Initiated	265
Safe2Tell	4
Unknown	11

Total Overall Incidents (By Priority) October 2024

Total	420
1-Critical	2
2- High	11
3- Medium	88
4- Low	74
5- General Services	178
7- Traffic/CC	67

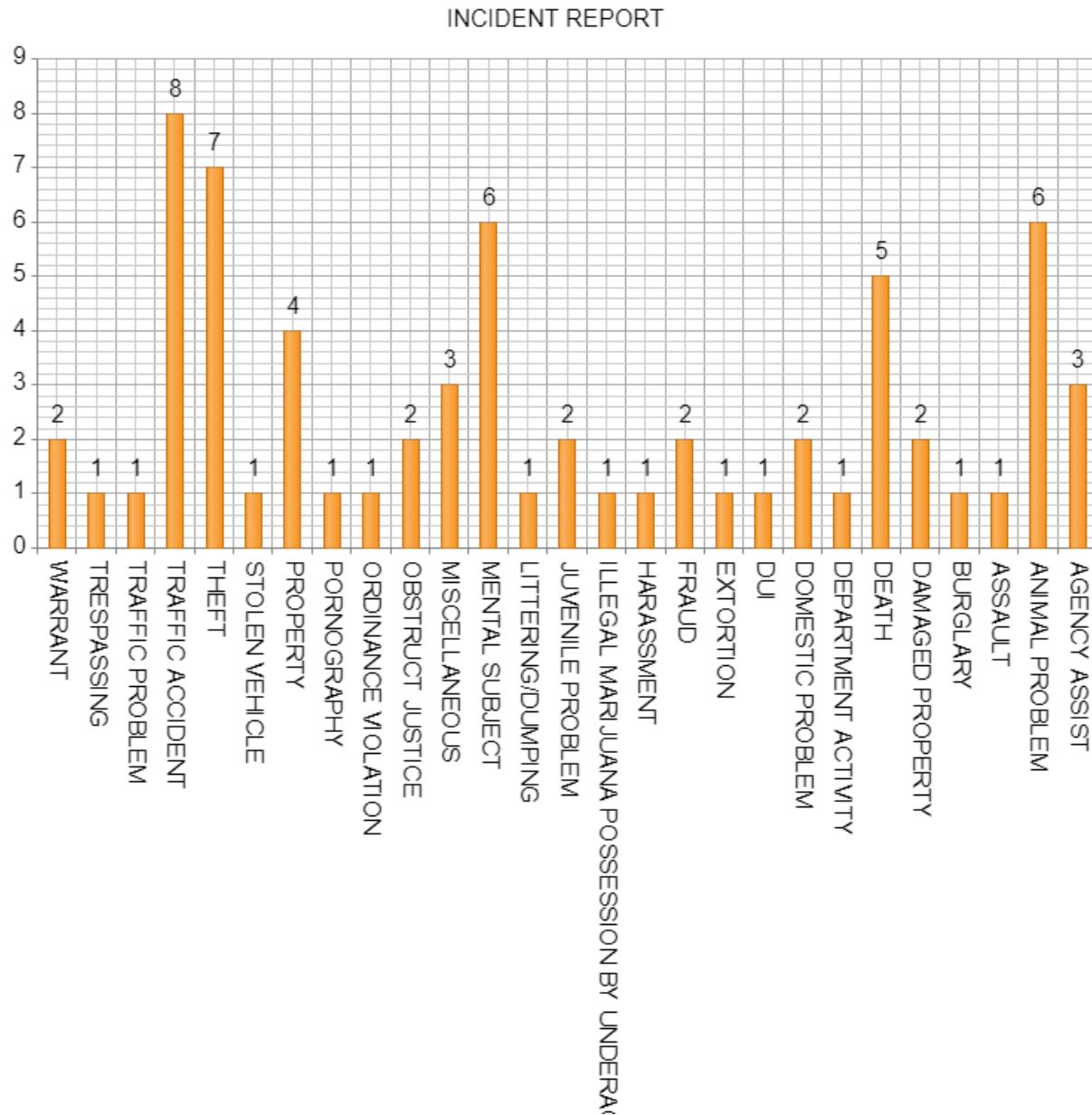
Traffic Stop Summary 2024

	Total Traffic Stops	State Traffic Citations	Municipal Traffic Citations
January 2024	78	10	21
February 2024	92	2	32
March 2024	101	3	29
April 2024	38	4	10
May 2024	49	5	16
June 2024	23	5	4
July 2024	43	4	22
August 2024	33	2	15
September 2024	36	6	12
October 2024	58	2	30

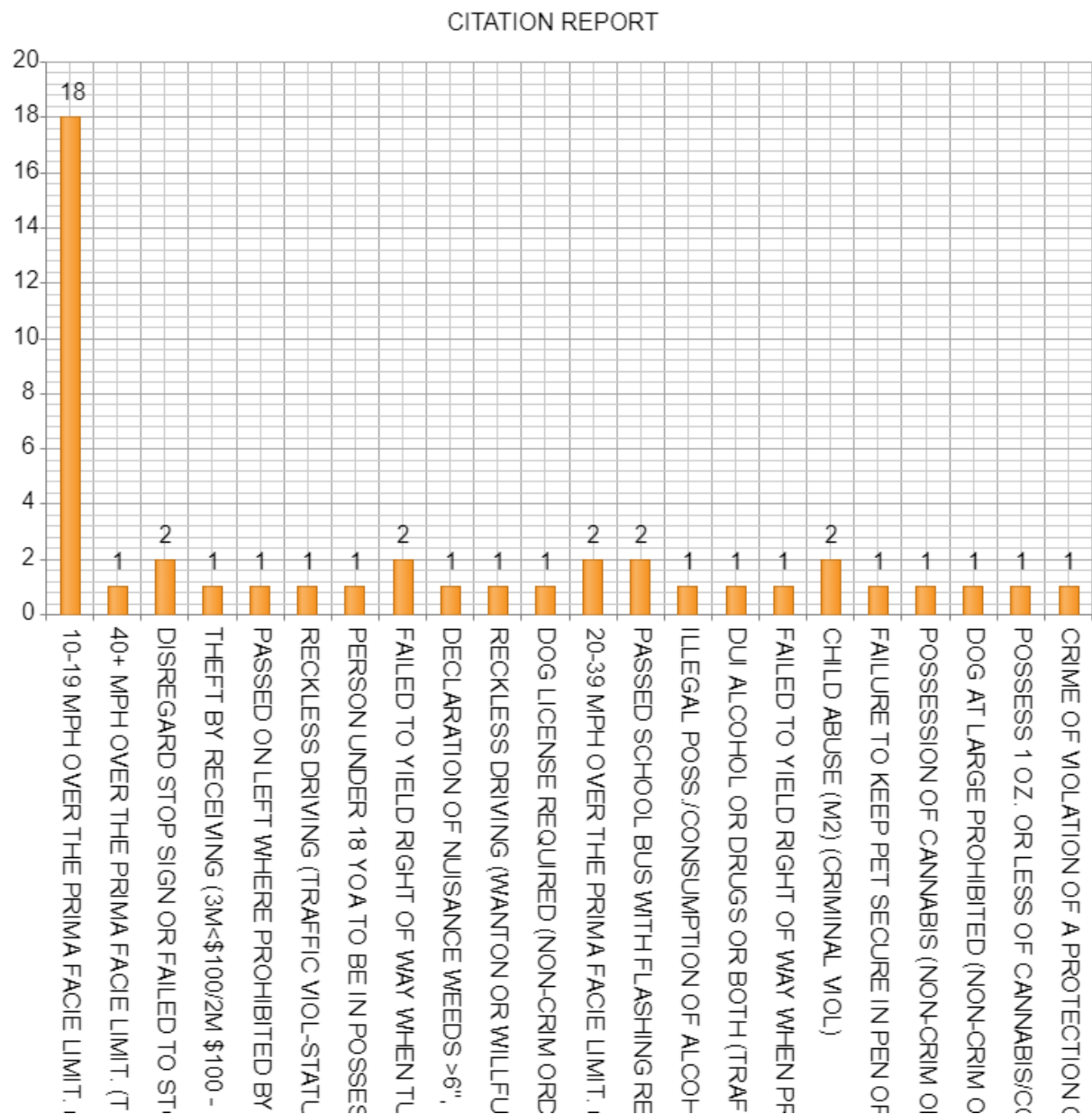
PART 1 Index Crimes

YEAR 23/2024	Dec 2023	Jan 2024	Feb 2024	March 2024	April 2024	May 2024	June 2024	July 2024	Aug 2024	Sept. 2024	Oct. 2024
Population	9207	9207	9207	9207	9207	9207	9207	9207	9207	9207	9207
VIOLENT CRIMES											
MURDER AND NON-NEGLIGENT MANSLAUGHTER	0	0	0	0	0	1	0	0	0	0	0
RAPE	0	0	0	0	0	0	0	0	0	0	0
ROBBERY	0	0	0	0	0	0	0	0	0	0	0
AGGRAVATED ASSAULTS	0	0	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	1	0	0	0	0	
PROPERTY CRIMES											
BURGLARY	2	0	0	0	0	0	0	0	2	2	0
LARCENY-THEFT	8	2	3	2	7	2	6	1	2	5	7
MOTOR VEHICLE THEFT	0	1- Civil 1 -ATV 1-Vehicle	2-vehicle 1–Fraud Issue	1 Recovery For Johnstown	0	1 Recovery for Johnstown 1 Flat Bed	1 Suspicio us For Greeley PD	0	1 Flatbed	4 3 Recover ed	1
ARSON	0	0	0	0	0	0	0	0	0	0	0
TOTAL	10	5	6	3	7	3	7	1	5	11	8

October 2024 Incident Report



October 2024 Citation Report



October 2024

Verbal Warning (VW)		Written Notice (WN)				Citation (T)			None (N)	
Violation Type	How Reported	Date	Time	Location	Disposition	Disposition Date	Brief	Completed	Date	Result
DAL	call	1-Oct	914	TRPR	N	1-Oct	DAL	Y	1-Oct	UTL
barking quest	call	1-Oct	1125	Rancher Dr	N	1-Oct	barking questions	Y	1-Oct	served
weeds	self	1-Oct	1203	103 N Laura	VW	1-Oct	weeds	Y	15-Oct	served
exp plates on st	self	1-Oct	1218	105 Broad	WN	1-Oct	exp plates on st	Y	11-Oct	complied
weeds	self	1-Oct	1231	102 N Pauline	WN	1-Oct	weeds	Y	15-Oct	complied
exp plates on st	self	2-Oct	1032	261 Mtn Ash St	WN	2-Oct	exp plates on st	Y	11-Oct	complied
weeds	self	2-Oct	1040	281 Mtn Ash St	WN	2-Oct	weeds	Y	11-Oct	complied
DAL	call	2-Oct	100	103 N Josephine #3	N	2-Oct	DAL	Y	2-Oct	UTL
camper on st	self	3-Oct	846	fox glove	WN	3-Oct	camper on st	Y	8-Oct	complied
asst Srg stop	call	3-Oct	853	Broad/Traders	N	3-Oct	asst Srg stop	Y	3-Oct	served
animal quest	call	3-Oct	952	PD	N	3-Oct	animal questions	Y	3-Oct	served
DAL	self	3-Oct	1010	420 Megan Ln	N	3-Oct	DAL	Y	3-Oct	owner got
oil leaking	call	4-Oct	838	815 Saddleback	VW	4-Oct	oil leaking	Y	11-Oct	complied
exp plates on st	self	4-Oct	154	220 E Lilac St	WN	4-Oct	exp plates on st	Y	11-Oct	complied
exp plates on st	self	4-Oct	200	220 E Lilac St	WN	4-Oct	exp plates on st	Y	11-Oct	complied
exp plates on st	self	4-Oct	211	121 Mtn Ash Ct	WN	4-Oct	exp plates on st	Y	11-Oct	complied
no plates on st	self	4-Oct	226	360 Katsura St	WN	4-Oct	no plates on st	Y	11-Oct	complied
exp plates on st	self	4-Oct	239	281 E Juneberry	WN	4-Oct	exp plates on st	Y	11-Oct	complied
exp plates on st	self	4-Oct	255	Marjorie/Holly	WN	4-Oct	exp plates on st	Y	11-Oct	complied
no plates on st	self	4-Oct	308	360 E Hawthorne	WN	4-Oct	no plates on st	Y	15-Oct	complied
exp plates on st	self	4-Oct	355	116 N Irene #A	VW	4-Oct	exp plates on st	Y	11-Oct	complied
exp plates on st	call	4-Oct	415	S/N Pauline	N	4-Oct	exp plates on st	Y	4-Oct	served
vin inspection	call	8-Oct	1000	PD	N	8-Oct	vin inspection	Y	8-Oct	served
vehicles for sale	call	8-Oct	1120	Mad Russian	N	8-Oct	vehicles for sale	Y	8-Oct	served
business lic	Tammi	8-Oct	1130	Liquor store	N	8-Oct	business license	Y	8-Oct	Caree handled
found property	call	8-Oct	1155	Broad/Ethel	N	8-Oct	found property	Y	8-Oct	served
dog bite	call	9-Oct	800	104 S Quentine	VW	9-Oct	dog bite	Y	9-Oct	served
semi parking	call	9-Oct	930	PD	N	9-Oct	semi parking	Y	9-Oct	served
living in camper	self	9-Oct	300	grace/elm	VW	9-Oct	living in camper	Y	11-Oct	complied
animal check	call	9-Oct	310	102 S Frances	N	9-Oct	animal check	Y	9-Oct	served
exp plates on st	call	9-Oct	320	1477 S Frances	WN	9-Oct	exp plates on st	Y	9-Oct	complied
trailer on st	call	9-Oct	325	1531 S Dawn	VW	9-Oct	trailer on st	Y	9-Oct	complied
dog bite	call	11-Oct	900	527 S Ursula Ave	T	11-Oct	dog bite	Y	11-Oct	Ticket CR240507
vin inspection	call	14-Oct	840	Rock Mtn Storage	N	14-Oct	vin inspection	Y	14-Oct	served
weeds	self	14-Oct	1200	MMS	WN	14-Oct	weeds	Y	21-Oct	complied
weeds	self	14-Oct	324	274 S Tamera	WN	14-Oct	weeds			
weeds	self	14-Oct	328	295 W Forest	WN	14-Oct	weeds	Y	28-Oct	complied
weeds	self	14-Oct	341	163 S Dogwood St	WN	14-Oct	weeds	Y	21-Oct	complied
weeds	self	14-Oct	347	625 S Holly Ct	WN	14-Oct	weeds	Y	23-Oct	complied
weeds	self	14-Oct	355	532 Savannah Circle	WN	14-Oct	weeds	Y	21-Oct	complied
weeds	self	14-Oct	400	512 Savannah Circle	VW	14-Oct	weeds	Y	21-Oct	complied
exp plates on st	self	14-Oct	404	758 S Juniper Ct	WN	14-Oct	exp plates on st	Y	21-Oct	complied
trash	self	15-Oct	903	1116 Broad	WN	15-Oct	trash			
tree branches	self	15-Oct	845	204 S Dorothy	VW	15-Oct	tree branches	Y	16-Oct	complied
vin inspection	call	15-Oct	1000	PD	N	15-Oct	vin inspection	Y	15-Oct	served
weeds	call	15-Oct	253	1609 Broad	WN	15-Oct	weeds	Y	21-Oct	complied
vehicle no plates	self	16-Oct	920	1152 Wagon Wheel Circle	VW	16-Oct	vehicle no plates	Y	21-Oct	complied
DALx2	Officer assist	16-Oct	1015	1410 Kings Crown	VW	16-Oct	DALx2	Y	16-Oct	owner picked up
aband vehicle	call	16-Oct	1045	981 Village Dr	WN	17-Oct	aband vehicle	Y	21-Oct	complied
weeds	self	16-Oct	1132	2152 E Stage Coach	WN	16-Oct	weeds	Y	21-Oct	complied
weeds	self	16-Oct	1136	2252 E Stage Coach	WN	16-Oct	weeds	Y	21-Oct	complied
weeds	self	16-Oct	1145	2582 E Stage Coach	WN	16-Oct	weeds	Y	21-Oct	complied
weeds	self	16-Oct	1215	2454 E Carriage	WN	16-Oct	weeds	Y	23-Oct	complied
vehicle no plates	self	16-Oct	1220	2344 E Carriage	WN	16-Oct	vehicle no plates	Y	21-Oct	complied
barking dog	call	16-Oct	200	711 Village Dr	N	16-Oct	barking dog	Y	17-Oct	served
DAL x2	call	17-Oct	940	420 Bobcat Dr	N	17-Oct	DAL x2	Y	17-Oct	served
DALx3	call	17-Oct	1125	PW building	VW	17-Oct	DALx3	Y	17-Oct	served
vin inspection	call	17-Oct	1240	PD	N	17-Oct	vin inspection	Y	17-Oct	served
vin inspection	call	17-Oct	100	PD	N	17-Oct	vin inspection	Y	17-Oct	served
no plates on st	self	17-Oct	309	1595 S Cattleman	VW	17-Oct	no plates on st	Y	23-Oct	complied
Dog bite	call	18-Oct	800	Centennial Park	N	21-Oct	dog bite	Y	21-Oct	CR240529 unknown owner
trailer/trash	Victoria	21-Oct	901	332 S Kathleen #2	WN	21-Oct	trailer/trash	Y	28-Oct	complied
DAL	self	21-Oct	1208	E Illex	N	21-Oct	DAL	Y	21-Oct	owner caught
inoperable veh	Caree	21-Oct	152	2033 E Village Dr	WN	21-Oct	inoperable vehicle	Y	28-Oct	complied
ROW permit	Caree	21-Oct	212	1833 Sunset Circle	VW	21-Oct	ROW permit	Y	28-Oct	complied
vin inspection	call	21-Oct	220	630 S Rachel	N	21-Oct	vin inspection	Y	21-Oct	served
weeds,exp plate	self	22-Oct	1050	102 N Laura	WN	22-Oct	weeds,exp plates			
exp plates on st	self	22-Oct	1057	102 N Marjorie	WN	22-Oct	exp plates on st	Y	30-Oct	complied
exp plates on st	self	22-Oct	1104	105 N Norma	WN	22-Oct	exp plates on st	Y	30-Oct	complied
weeds	self	22-Oct	1210	311 Broad	VW	22-Oct	weeds			
all weather	self	22-Oct	1215	105 S Marjorie	NOV	22-Oct	all weather surface			
inoperable veh	call	22-Oct	445	723 Pioneer	N	22-Oct	inoperable vehicle	Y	23-Oct	UTL
inoperable veh	call	23-Oct	1000	784 Pioneer	WN	23-Oct	inoperable veh,exp plates			
barking dog	call	23-Oct	1220	104 Kathleen	WN	28-Oct	barking dog			
no plates on st	Arne	27-Oct	600	1445 Kings Crown	VW		no plates on st			f/u 10/30
trailer on st	self	28-Oct	1000	332 S Kathleen #2	N	1-Nov	trailer on st			

DAL x2	call	28-Oct	130	102 S Frances	T	28-Oct	DAL x2	Y	29-Oct	Ticket CR 240545
dumping	call	29-Oct	930	WCR 44/WCR 21	N	29-Oct	dumping	Y	29-Oct	report made
retail selling	Caree	29-Oct	100	seven eleven	VW	29-Oct	retail selling	Y	29-Oct	served
vin inspection	call	29-Oct	230	PD	N	29-Oct	vin inspection	Y	29-Oct	served
DAL x2	call	30-Oct	1050	S Depot Dr	T	30-Oct	DAL x2	Y	30-Oct	Ticket CR 240553



REPORT FOR : OCTOBER, 2024

Prepared by :

Silvia Martinez, Community Court Case & Resource Manager

October 2024

***NUMBER OF MINORS CITED IN JUNE: 6**

NUMBER OF COMMUNITY COURT CASES: 8

CLOSED CASES: 3

OTHER/PENDING JUVENILE CASES: 11

VIOLATION DATE	1st Offense	Gen	CC	Charge	END DATE	RESOURCES	OUTCOME
7/19/2024	Yes	F	Yes	Curfew	Current	"Life in 10 years " poster	Arraignment date: 8/21/24
						Strengths-Based Assessment	Entered into Terms with Community Court: 9/18/24
						Community Service/ Victim Impact Poster	Next Court date: 11/20/24
						Meet in person w/ Case Manager 2x's a month	
						Monthly court reviews	
						Court costs & fees : \$ 80.00	
7/19/2021	Yes	F	Yes	Curfew	Current	Life in 10 years poster	Arraignment date : 8/21/2024
						Strengths-Based Assessment	Entered into Terms with Community Court : 9/4/24
						Community Service/ Victim Impact Poster	Next Court date: 11/6/24
						Meet in person w/ Case Manager 2x's a month	
						Monthly court reviews	
						Court costs & fees : \$ 80.00	
6/17/2024	Yes	M	Yes	Curfew	Current	Poster " Life in 10 years"/ Paper on curfew laws	Arraignment date: 7/17/24
						Community Service	Entered into Terms with Community Court: 8/7/24
						Victim Impact poster	Next Court date: 10/2/24
						Court fees total: \$80	Successfully completed community court
						Check-in's w/Case Manager / monthly court reviews	requirements. 10/2/24
							Eligible for expungement in 42 days
6/17/2024	No	M	Yes	Curfew	Current	Poster " Life in 10 years" / Paper on curfew laws	Entered into Terms with Community Court: 8/7/24
						Community Service / Victim impact poster	Next Court date: 10/16/24
						Apology letter to: Officer and mom	Successfully completed community court
						Court fees total: \$80	requirements. 10/16/24
						Check-in's w/Case Manager / monthly court reviews	Eligible for expungement in 42 days
8/23/2024	No	M	Yes	Tabacco	Current	Poster " Life in 10 years"/ Discover Better Choices class	Arraignment date: 9/18/24
						Community Service / Victim impact poster	Next Court date: 11/6/24
						Strengths-Based assessment	Entered into Terms with Community Court: 10/2/24
						Apology letter to: Mom & Step-dad	
						Court fees total: \$80	
						Check-in's w/Case Manager / monthly court reviews	
12/21/2023	Yes	M	Yes	Assault	Current	Write paper on " Rethinking" the incident.	Arraignment date: 1/17/24
						Discovering Better Choices Class/ \$75.00	Entered Terms with Community Court : 2/7/24
						Community Service / Community Group Conferencing	Next Court date: 12/4/24
						Monthly check-ins w/ CM and monthly court reviews	
						Mandatory school attendance/ academic performance of a C or higher	
						Court Costs & CC Fee : \$80.00	
10/3/2023	Yes	F	Yes	Poss. Of Tob	Current	Vape Presentation / Essay , " Life in 10 years" poster	Arraignment date: 11/1/23
						Strengths-Based assessment/ Community Service	Entered into terms with Community Court: 11/15/23
						Victim Impact Poster / Check-ins once a month w/ CM/ Court Reviews	Next Court date: 10/16/24
						Mandatory Class attendance/ Academic Performance	Successfully completed community court

						Tutoring if needed	requirements. 10/16/24
						Court Costs & CC Fee : \$80.00	Eligible for expungement in 42 days
4/17/2024	yes	M	Yes	Loitering	Current	Community Service, Reward system at home	Arraignment on: 4/17/23
						Mandatory class attendance, no unexcused tardies	Entered in Terms : 5/15/24
						Remain in person at KQA	Next court date: 1/15/25
						Monthly court reviews	
						Court costs & fees : \$80.00	
8/23/2024	Yes	F	Pending	Tabacco	Pending	Deferred Sentencing agreement	Arraignment date: 9/18/24
						15 Hrs. of UPS /Level 1 Drug Class	Next Court date: 11/6/24
						\$80 court fees	
9/4/2024	Yes	F	Pending	Curfew	Pending	Program letter mailed	Arraignment date: 11/6/24
9/4/2024	Yes	F	Pending	Curfew	Pending	Program letter mailed	Arraignment date: 11/6/24
9/4/2024	Yes	F	Pending	Cannabis	Pending	Program letter mailed	Arraignment date: 11/6/24
9/2/2024	No	M	Pending	Cannabis	Pending		Arraignment date: 11/6/24
8/27/2027	Yes	A/F	Pending	Theft	Pending	Will work with Case Manger for resources and community service opportunities	Arraignment date: 10/2/24 Next court date: 1/15/24
2/25/2024	No	A/M	Pending	Theft/ Alcohol	Pending	Will work with Case Manger for resources and community service opportunities	Arraignment date: 3/20/24 Next court date: 1/15/24
9/21/2024	No	F	Pending	Poss. Of Alcohol	Pending		Arraignment date: 12/4/24
9/30/2024	Yes	M	Pending	Impede Instit.	Pending	Program letter mailed 10/10/24	Arraignemnt date: 11/6/24
10/9/2024	Yes	F	Pending	Tabacco products	Pending	Program letter mailed 10/18/24	Arraignment date: 11/20/24
9/29/2024	No	F	Pending	Theft/Alco/Cur	Pending		Arraignment date: 11/6/24