



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, March 5, 2024
6:00 PM
130 South McKinley Avenue

Zo Hubbard, Mayor
Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Barron, Ward 3
David Crespino, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

a. March 5, 2024 Accounts Payable

Consent Agenda - Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Councilmember so requests, in which case the item may be removed/moved from the Consent Agenda.

- a. February 20, 2024 Marijuana Licensing Authority Meeting Minutes**
- b. February 20, 2024 City Council Meeting Minutes**
- c. AM 2024-047 Updated Price for Purchase of Equipment for Patrol Vehicles in the Amount of \$45,880.00 Allocated from the Information Technology (IT) Budget**
- d. AM 2024-048 Approving a Resolution Ratifying the Mayor's Appointment of Paul Witmer to the Planning Commission as an Alternate Member for a Three-year Term Beginning March 5, 2024, and Ending March 5, 2027**

Action Memorandum

- a. AM 20247-049 Approve Execution of Agreement for the Delegation of Pretreatment/Industrial Waste Control Program Responsibilities with METRO Water Recovery**
- b. AM 2024-050 Awarding Contract to Vance Brothers Inc. for an Amount Not to Exceed \$141,318.85 for the 2024 Crack Seal/Slurry Seal Project from the Street Sales Tax Fund**

Information Memorandum

- a. IM 2024-007 Revision of the City of Fort Lupton Storm Drainage Design and Technical Criteria**

Staff Reports

Mayor/Council Reports

Future City Events

- a. Upcoming Events**

Upcoming Meetings

- a. March 12, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- March 19, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- March 26, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
- April 2, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 02/21/2024 - 03/05/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Golf Course-Golf Course						
000024	ACE HARDWARE OF FORT LUPTON	02/27/2024	Regular	0.00	43.34	86406
102697/1	Invoice	02/15/2024	GOLF-ROLLERS, WALL REPAIR PATCH, PAI...	0.00	20.57	
102698/1	Invoice	02/15/2024	GOLF-WALL REPAIR PATCH-PRO SHOP	0.00	22.77	
000048	AIRGAS USA LLC	02/27/2024	Regular	0.00	20.35	86407
550563893	Invoice	02/21/2024	GOLF-OXYGEN, ACETYLENE-MAINT	0.00	20.35	
000183	CALLAWAY GOLF SALES COMPANY	02/27/2024	Regular	0.00	133.21	86408
935959934	Invoice	12/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	109.81	
935959936	Invoice	12/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	102.20	
935974627	Invoice	12/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	1,120.10	
935974660	Invoice	12/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	712.95	
935974662	Invoice	12/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	712.95	
935974663	Invoice	12/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	831.78	
936027475	Invoice	12/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	751.20	
936027476	Invoice	12/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	691.60	
936027477	Invoice	12/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	547.40	
936027529	Invoice	12/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	893.20	
936030878	Invoice	12/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	221.61	
936030924	Invoice	12/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	424.64	
936030927	Invoice	12/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	221.61	
936030950	Invoice	12/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	221.61	
936100199	Invoice	12/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	365.92	
936683116	Credit Memo	12/01/2023	GOLF-CREDIT FOR RETURN OF MERCHAND...	0.00	-1,423.00	
937323998	Credit Memo	11/29/2023	GOLF-CREDIT FOR RETURN OF MERCHAND...	0.00	-5,199.25	
937324082	Credit Memo	11/29/2023	GOLF-CREDIT FOR RETURN OF MERCHAND...	0.00	-2,391.23	
937334418	Credit Memo	11/30/2023	GOLF-CREDIT FOR RETURN OF MERCHAND...	0.00	-2,338.53	
937337115	Credit Memo	12/01/2023	GOLF-CREDIT FOR RETURN OF MERCHAND...	0.00	-2,552.48	
937421579	Invoice	12/26/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	1,599.02	
937525309	Invoice	01/18/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	199.01	
937561809	Invoice	01/24/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	1,786.26	
937561810	Invoice	01/24/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	765.54	
937570990	Invoice	01/25/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	1,428.15	
937573196	Invoice	01/26/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	93.42	
937678629	Invoice	02/14/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	237.72	
	Void	02/27/2024	Regular	0.00	0.00	86409
003401	CLUB PROPHET SOFTWARE, LLC	02/27/2024	Regular	0.00	760.00	86410
INV2009936	Invoice	02/01/2024	GOLF-MONTHLY SOFTWARE FEES FEB 24-...	0.00	760.00	
003256	GLENN DUNLEAVY	02/27/2024	Regular	0.00	964.34	86411
GD22586	Invoice	02/16/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	964.34	
003430	O'CONNOR, INC.	02/27/2024	Regular	0.00	2,022.49	86412
79328	Invoice	02/08/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	760.40	
79334	Invoice	02/08/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	1,262.09	
000933	R&R PRODUCTS INC	02/27/2024	Regular	0.00	2,020.80	86413
CD2873878	Invoice	02/14/2024	GOLF-SPOON 3/4 CLOSE, CLAMP-MAINT	0.00	2,020.80	
001529	ROCKY MOUNTAIN PUMP & CONTROLS LLC	02/27/2024	Regular	0.00	320.00	86414
3722	Invoice	02/06/2024	GOLF-PSI PRESSURE TRANSDUCER-MAINT	0.00	320.00	
001346	USGA CLUB MEMBERSHIP	02/27/2024	Regular	0.00	150.00	86415
43640002 FEB24	Invoice	02/21/2024	GOLF-2024 MEMBERSHIP-PRO SHOP	0.00	150.00	

Council Check Report

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000024	ACE HARDWARE OF FORT LUPTON	03/05/2024	Regular	0.00	545.84	86416
102600/1	Invoice	02/07/2024	GOLF-TARP STRAPS, HANDLE CHEST, SURF...	0.00	59.47	
102619/1	Invoice	02/08/2024	GOLF-SURF MNT RING, BOLT, HOOK ROPE...	0.00	51.90	
102661/1	Invoice	02/13/2024	GOLF-PAINTING SUPPLIES-MAINT	0.00	177.83	
102739/1	Invoice	02/20/2024	GOLF-CLAMS, NUMB/LETTERS, COUPLING,...	0.00	56.73	
102780/1	Invoice	02/22/2024	GOLF-CORD, SPRAY PAINT, FIRE EXT BRAC...	0.00	83.91	
102793/1	Invoice	02/23/2024	GOLF-EXPANDED SHT 1/2"X24"X24"-MAI...	0.00	44.99	
102825/1	Invoice	02/26/2024	GOLF-COUPLING, FASTENERS, PLUG-MAINT	0.00	38.37	
102834/1	Invoice	02/26/2024	GOLF-CABLE TIES-PRO SHOP	0.00	19.98	
102841/1	Invoice	02/26/2024	GOLF-COUPLING, HOOK-MAINT	0.00	12.66	
000028	ACUSHNET COMPANY	03/05/2024	Regular	0.00	190.33	86417
917310173	Invoice	02/23/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	190.33	
002853	BUCKEYE CLEANING CENTER	03/05/2024	Regular	0.00	270.54	86418
90563971	Invoice	02/19/2024	GOLF-PAPER TOWELS, TISSUE, LINERS-PRO...	0.00	270.54	
000183	CALLAWAY GOLF SALES COMPANY	03/05/2024	Regular	0.00	2,048.64	86419
937702241	Invoice	02/20/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	127.59	
937737531	Invoice	02/24/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	255.18	
937746598	Invoice	02/26/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	1,665.87	
000307	COMCAST CABLE COMM, LLC	03/05/2024	Regular	0.00	52.30	86420
0025494 MAR24	Invoice	02/18/2024	GOLF-MARCH 2024 CABLE SERVICE-PRO S...	0.00	52.30	
002723	EAGLE ROCK COMPANY OF COLO	03/05/2024	Regular	0.00	163.50	86421
12316900	Invoice	02/26/2024	GOLF-BEVERAGES-PRO SHOP	0.00	163.50	
000425	ELEVATION COFFEE TRADERS	03/05/2024	Regular	0.00	182.81	86422
105602	Invoice	02/28/2024	GOLF-2 CS ROCKY MTN BLEND COFFEE/FIL...	0.00	182.81	
000512	FUZION FIELD SERVICES LLC	03/05/2024	Regular	0.00	255.75	86423
330439	Invoice	02/27/2024	GOLF-MONTHLY RENTAL FEE-MAINT	0.00	255.75	
000567	HIGH COUNTRY BEVERAGE CORP	03/05/2024	Regular	0.00	205.50	86424
W-6738209	Invoice	02/26/2024	GOLF- BEVERAGES-PRO SHOP	0.00	205.50	
000735	LL JOHNSON DISTRIBUTING	03/05/2024	Regular	0.00	53,518.77	86425
1155615-00	Invoice	02/05/2024	GOLF-BODY, RISERLESS, PARTS-MAINT	0.00	3,074.40	
1896468-00	Invoice	02/29/2024	CG - Torro Mowers - Golf	0.00	50,444.37	
000742	LORENTE LLC	03/05/2024	Regular	0.00	263.79	86426
12142	Invoice	02/23/2024	GOLF-BOXED FLASK SET-BIRDIE JUICE-PRO...	0.00	263.79	
000862	O'REILLY AUTO PARTS	03/05/2024	Regular	0.00	158.28	86427
4489-114404	Invoice	01/29/2024	GOLF-AIR/OIL FILTERS, WIPER FLUID-MAI...	0.00	58.08	
4489-114842	Credit Memo	01/31/2024	GOLF-CREDIT FOR RETURN ON INV 4489-1...	0.00	-23.25	
4489-114885	Credit Memo	01/31/2024	GOLF-VLV COMPOUND-MAINT	0.00	-1.35	
4489-117771	Invoice	02/15/2024	GOLF-RING COMP-MAINT	0.00	16.99	
4489-117974	Invoice	02/16/2024	GOLF-G POWER PLUG-MAINT	0.00	12.02	
4489-119050	Invoice	02/21/2024	GOLF-BATTERY-MAINT	0.00	118.58	
4489-119518	Invoice	02/23/2024	GOLF-PIPE WRAP KIT-MAINT	0.00	29.99	
4489-457023	Credit Memo	01/01/2024	GOLF-CREDIT FOR CORE RETURN-MAINT	0.00	-22.00	
4489-463291	Invoice	01/31/2024	GOLF-ACCY RELAY-MAINT	0.00	12.13	
PCM83842-1217...	Credit Memo	01/30/2024	GOLF-CREDIT FOR DBL PYMNT INV #4489-...	0.00	-42.91	
000999	SHAMROCK FOODS COMPANY	03/05/2024	Regular	0.00	5,516.57	86428
30134866	Invoice	02/22/2024	GOLF-PREPACKED FOOD, SUPPLIES, PAPER...	0.00	5,308.04	
30340181	Invoice	02/23/2024	GOLF-PREPACKAGED FOOD, FOOD-PRO S...	0.00	208.53	
000246	SRIXON/CLEVELAND GOLF/XX10	03/05/2024	Regular	0.00	2,086.00	86429
7819338 SO	Invoice	02/20/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	2,086.00	
001895	TERMINIX	03/05/2024	Regular	0.00	163.00	86430

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
443248554	Invoice	02/26/2024	GOLF-PEST CONTROL-PRO SHOP	0.00	163.00	
001224	XCEL ENERGY-GAS	03/05/2024	Regular	0.00	349.70	86431
865891962	Invoice	02/21/2024	GOLF-GAS SERVICE FEB 2024-PRO SHOP	0.00	349.70	
001195	YODER CHEVROLET LLC	03/05/2024	Regular	0.00	209.73	86432
264263	Invoice	02/16/2024	GOLF-VEHICLE REPAIRS-MAINT	0.00	209.73	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	75	26	0.00	72,615.58
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	75	27	0.00	72,615.58

Council Check Report

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Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: Pooled Cash-Pooled Cash							
002254 6160914360	ADIDAS AMERICA INC Invoice	02/12/2024	02/27/2024 GF-UNIFORMS-	Regular	0.00 0.00	4,524.91 4,524.91	101941
000034 50576495 MARC...	ADT SECURITY SYSTEM Invoice	02/21/2024	02/27/2024 REC-SECURITY MONITORING FOR MARCH ...	Regular	0.00 0.00	151.47 151.47	101942
000040 965738	AFLAC Invoice	02/11/2024	02/27/2024 GF-FEB 24 SUPPLEMENTAL INSURANCE-HR	Regular	0.00 0.00	2,760.90 2,760.90	101943
003196 INV-5538	AMAZE HEALTH Invoice	02/21/2024	02/27/2024 GF-MONTHLY USER FEE-MISC	Regular	0.00 0.00	1,740.00 1,740.00	101944
001820 1638166	BADGER METER Invoice	02/20/2024	02/27/2024 UF-WATER METERS-W LINES	Regular	0.00 0.00	940.27 940.27	101945
003485 CITATION #1327...	CHERYL CULP Invoice	02/23/2024	02/27/2024 GF-CITATION #132798-1 CASE REFUND-	Regular	0.00 0.00	79.90 79.90	101946
003198 021524	CITY OF BRIGHTON Invoice	02/21/2024	02/27/2024 GF-2024 Victim Advocacy Services-PD	Regular	0.00 0.00	48,590.34 48,590.34	101947
000267 78168200301137	COLONIAL LIFE Invoice	03/01/2024	02/27/2024 GF-SUPP INS FOR MARCH 2024-HR	Regular	0.00 0.00	105.96 105.96	101948
000307 0164533 MAR 20...	COMCAST CABLE COMM, LLC Invoice	02/13/2024	02/27/2024 GF-INTERNET/PHONE FEB 23-MARCH 22, ...	Regular	0.00 0.00	220.15 220.15	101949
001881 7032075	HALO BRANDED SOLUTIONS INC Invoice	02/22/2024	02/27/2024 GF-PHOENIX MUGS-EC DEV	Regular	0.00 0.00	1,698.77 1,698.77	101950
000714 FEB 24 DANCE	LEGACY SCHOOL OF DANCE LLC Invoice	02/13/2024	02/27/2024 REC-FEBRUARY 2024 DANCE LESSONS-REC...	Regular	0.00 0.00	966.00 966.00	101951
003484 012524	MOLE-IT HYDROVAC LLC Invoice	02/22/2024	02/27/2024 REC-POOL/SPA SAND FILTERS-REC CENTER	Regular	0.00 0.00	1,770.00 1,770.00	101952
000835 INV-38914	NEOGOV Invoice	02/06/2024	02/27/2024 GF-FEB 2024 -SUBSCRIPTION FEE-HR	Regular	0.00 0.00	338.47 338.47	101953
000847 022124	NORMAN'S MEMORIALS INC. Invoice	02/21/2024	02/27/2024 CEM-JOSE ANGEL DELEON	Regular	0.00 0.00	120.00 120.00	101954
000865 354044425001 354063405001	OFFICE DEPOT Invoice Invoice	02/06/2024 02/06/2024	02/27/2024 GF-TAPE, GUIDE, FILE LETTER-COURT GF-KLEENEX FACIAL TISSUE-ADMIN	Regular	0.00 0.00 0.00	119.49 62.76 56.73	101955
003213 2227	PRAIRIE DOG PROS Invoice	02/23/2024	02/27/2024 Preairie Dog Control	Regular	0.00 0.00	600.00 600.00	101956
002493 Q1198846	QUADIENT LEASING USA INC Invoice	02/12/2024	02/27/2024 GF-QUARTERLY LEASE MARCH-JUNE 2024...	Regular	0.00 0.00	380.46 380.46	101957
001020 022124	SOUTH PLATTE VALLEY HISTORICAL SOCIETY Invoice	02/21/2024	02/27/2024 GF-DEPOSIT PUMPKINFEST FORT RENTAL-...	Regular	0.00 0.00	200.00 200.00	101958
001040 8006139002	STERICYCLE Invoice	02/23/2024	02/27/2024 GF-SHREDDING SERVICE-CITY CL	Regular	0.00 0.00	30.00 30.00	101959
001075 021424A 021424B 021424C	THE CONSOLIDATED MUTUAL Invoice Invoice Invoice	02/14/2024 02/14/2024 02/14/2024	02/27/2024 UF-JAN 24 PERRY PIT DISCHARGE PUMP-W... UF-JAN 24 WELL PUMP B -W STOR UF-JAN 24 WELL PUMP C-W STOR	Regular	0.00 0.00 0.00	963.12 875.03 53.93 34.16	101960
001746 812682-202311-1	TRANSUNION RISK AND ALTERNATIVE DATA SO Invoice	02/01/2024	02/27/2024 GF-DATA SEARCH FOR NOV 2024-PD	Regular	0.00 0.00	75.00 75.00	101961

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
001126	TYLER TECHNOLOGIES	02/27/2024	Regular	0.00	53.26	101962
130-144280	Invoice	02/21/2024	Brazos eCitation Maintenance 4/1/24 - 5/...	0.00	53.26	
003411	ULTIMATE DENT REMOVAL LLP	02/27/2024	Regular	0.00	9,903.32	101963
1908	Invoice	02/20/2024	hail damages repair- 2022 Ford 250	0.00	9,903.32	
001137	UNITED POWER	02/27/2024	Regular	0.00	196.22	101964
10213507 JAN24	Invoice	02/16/2024	GF-ELECTRIC SERVICE 01/14-02/14/24-FAC	0.00	196.22	
001203	WELD COUNTY SHERIFF'S OFFICE	02/27/2024	Regular	0.00	340.43	101965
1830 012024	Invoice	02/01/2024	GF-JAIL FEES, D. PADILLA, C. RODRIGUEZ-...	0.00	340.43	
001224	XCEL ENERGY-GAS	02/27/2024	Regular	0.00	841.43	101966
865896051	Invoice	02/21/2024	GF-GAS SERVICE 01/22-02-02/21/24-FAC	0.00	841.43	
002941	AMERITAS LIFE INSURANCE CORP	02/26/2024	Regular	0.00	17,427.58	101967
010-57637-01 D...	Invoice	02/01/2024	GF-DENTAL INS FOR FEBRUARY 2024-HR	0.00	7,785.80	
010-57637-01 D...	Invoice	03/01/2024	GF-DENTAL INS FOR MARCH 2024-HR	0.00	7,547.72	
010-57637-02 VIS...	Invoice	02/01/2024	GF-VISION INS FOR FEBRUARY 2024-HR	0.00	1,089.29	
010-57637-02 VIS...	Invoice	03/01/2024	GF-VISION INS FOR MARCH 2024-HR	0.00	1,045.69	
010-57637-98 D...	Invoice	02/01/2024	GF-COBRA DENTAL INS FOR FEB 2024-HR	0.00	34.96	
010-57637-98 D...	Credit Memo	03/01/2024	GF-COBRA DENTAL INS FOR MARCH 2024-...	0.00	-69.92	
010-57637-99 VIS...	Invoice	02/01/2024	GF-COBRA VISION INS FOR FEBRUARY 202...	0.00	5.96	
010-57637-99 VIS...	Credit Memo	03/01/2024	GF-COBRA VISION INS FOR MARCH 2024-...	0.00	-11.92	
003160	UNITEDHEALTHCARE INSURANCE COMPANY	02/26/2024	Regular	0.00	106,948.84	101968
259032511902	Invoice	03/01/2024	GF-HEALTH INSURANCE FOR MARCH 2024...	0.00	106,948.84	
001035	STANDARD INSURANCE CO.	02/27/2024	Regular	0.00	7,093.01	101969
00 759761 0001...	Invoice	03/01/2024	LI, AD&D, LTD, STD Ins Prem	0.00	7,093.01	
002841	AIRBOUND	03/05/2024	Regular	0.00	6,765.00	101970
246321	Invoice	02/19/2024	GF-DEPOSIT FOR INDPENDENCE DAY REN...	0.00	6,765.00	
001293	AMAZON.COM	03/05/2024	Regular	0.00	527.18	101971
1HLW-HMTW-J6...	Credit Memo	02/18/2024	GF-CREDIT FOR WIRELESS MICE-PD	0.00	-251.97	
1VRK-7V61-X96G	Invoice	02/28/2024	GF-MISC SUPPLIES-	0.00	779.15	
002257	ANACONDA NETWORKS INC	03/05/2024	Regular	0.00	29,990.00	101972
7995	Invoice	02/23/2024	CradlePoint Refresh for PD	0.00	29,990.00	
000086	ANDREW TOVES	03/05/2024	Regular	0.00	128.50	101973
022824	Invoice	02/28/2024	GF-REIMBURSE FOR PURCHASE ON PERS...	0.00	128.50	
000104	ASSOCIATED POOL BUILDERS, INC	03/05/2024	Regular	0.00	96,780.00	101974
1A	Invoice	02/22/2024	Spa Refurbish	0.00	11,640.00	
1B	Invoice	02/22/2024	Recreation Center Pool Area Island Refurbi...	0.00	17,400.00	
1C	Invoice	02/22/2024	RC-Resurface Leisure Pool-Rec	0.00	67,740.00	
001820	BADGER METER	03/05/2024	Regular	0.00	1,761.36	101975
80148045	Invoice	02/27/2024	UF-BEACON SERVICES FOR DEC 2023-	0.00	1,761.36	
002835	BRANDING BY BRE	03/05/2024	Regular	0.00	3,100.00	101976
1245	Invoice	03/01/2024	GF-SOCIAL MEDIA MANAGEMNT MARCH ...	0.00	3,100.00	
002853	BUCKEYE CLEANING CENTER	03/05/2024	Regular	0.00	248.04	101977
90564945	Invoice	02/22/2024	REC-DEODORIZER (QTY 18)-REC CENTER	0.00	248.04	
002122	BURNS & MCDONNELL ENGINEERING CO INC	03/05/2024	Regular	0.00	68,238.00	101978
160868-7	Invoice	02/28/2024		0.00	68,238.00	
000268	COLORADO ANALYTICAL LAB	03/05/2024	Regular	0.00	96.00	101979
240214084	Invoice	02/15/2024	UF-DRINKING WATER CHEMICALS-W LINES	0.00	48.00	
240216047	Invoice	02/19/2024	UF-DRINKING WATER CHEMICALS-W LINES	0.00	48.00	
003085	COLORADO INFORMATION SHARING CONSORTI	03/05/2024	Regular	0.00	600.00	101980

Council Check Report

Date Range: 02/21/2024 - 03/05/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1615	Invoice	02/06/2024	GF-2024 CISC MEMBERSHIP FEES-PD	0.00	600.00	
000306	COMCAST BUSINESS	03/05/2024	Regular	0.00	2,242.66	101981
193619845	Invoice	02/01/2024	GF-INTERNET SERVICES FOR FEB 2024-	0.00	2,242.66	
000339	CTL THOMPSON, INC	03/05/2024	Regular	0.00	2,452.50	101982
696474	Invoice	02/29/2024	RC-CONSTRUCTION OBSERVATION & MAT...	0.00	2,452.50	
001608	ECONOMIC DEVELOPMENT COUNCIL OF COLOR	03/05/2024	Regular	0.00	600.00	101983
1927	Invoice	02/27/2024	GF-2024 MEMBERSHIP DUES-EC DEV	0.00	600.00	
002919	EQUIPMENTSHARE.COM INC	03/05/2024	Regular	0.00	701.05	101984
LUP-3589518-00...	Invoice	02/23/2024	REC-ELECTRIC ARTICULATING BOOM LIFT ...	0.00	701.05	
000445	EWING IRRIGATION PRODUCTS INC	03/05/2024	Regular	0.00	1,746.66	101985
11814842	Invoice	12/01/2023	GF-CONCRETE SAND TON-PARKS	0.00	86.10	
14268856CR	Credit Memo	10/01/2023	GF-CREDIT FOR DBL PYMNT-PARKS	0.00	-83.85	
20842822	Credit Memo	10/17/2023	UF-CREDIT FOR DBL PYMNT-WLINES	0.00	-82.31	
21596149	Invoice	02/23/2024	GF-3/4 TON RECYCLED CONCRETE-PARKS	0.00	869.75	
21609033	Invoice	02/26/2024	GF-3/4 TON RECYCLED CONCRETE-PARKS	0.00	956.97	
003282	FARNSWORTH GROUP, INC	03/05/2024	Regular	0.00	17,307.00	101986
249358	Invoice	02/24/2024	SST-WCR 12 RAILROAD CROSSING DESIGN-...	0.00	17,307.00	
003426	HCL ENGINEERING & SURVEYING LLC	03/05/2024	Regular	0.00	26,637.50	101987
0033021	Invoice	02/27/2024	SD-14TH ST DRAINAGE SURVEY-STORM	0.00	26,637.50	
003164	LONGMONT AUTO BODY & GLASS	03/05/2024	Regular	0.00	2,107.45	101988
3249-1	Invoice	02/23/2024	GF-VEHICLE REPAIR-PD	0.00	2,107.45	
003316	MIGUEL IRAOLA	03/05/2024	Regular	0.00	525.00	101989
02292024	Invoice	02/29/2024	GF-TRANSLATOR SERVICE 5.25 HRS-COURT	0.00	525.00	
000811	MOTOROLA SOLUTIONS	03/05/2024	Regular	0.00	1,122.93	101990
8281810618	Invoice	02/01/2024	GF-IMPRESS 2 WIRE W/TRANS TUBE-PD	0.00	495.35	
8281814733	Invoice	02/07/2024	GF-CHARGERS (QTY 7)-PD	0.00	419.44	
8281816166	Invoice	02/08/2024	GF-AUDIO ACC REMOTE SPEAKER-PD	0.00	208.14	
003479	PRESTIGE AQUATICS LLC	03/05/2024	Regular	0.00	8,848.00	101991
3432	Invoice	02/26/2024	REC-POOL/SPA MEDIA-	0.00	8,848.00	
000932	R & M SERVICES	03/05/2024	Regular	0.00	264.95	101992
10805	Invoice	02/09/2024	GF-INTERSTATE BATTERY/LABOR-PD	0.00	264.95	
001624	STATE OF COLORADO	03/05/2024	Regular	0.00	1,702.00	101993
000023608	Invoice	02/27/2024	UF-REPLY ENVELOPES-UB	0.00	1,702.00	
002694	SYMMETRY ENERGY SOLUTIONS LLC	03/05/2024	Regular	0.00	4,963.12	101994
17948504	Invoice	02/26/2024	REC-NATURAL GAS SERVICE-REC CENTER	0.00	4,963.12	
003487	TERRIE HERNANDEZ	03/05/2024	Regular	0.00	244.53	101995
022724	Invoice	02/27/2024	GF-REIMBURSE FOR FLIGHT FOR ADP CON...	0.00	244.53	
001101	TODD HODGES DESIGN, LLC	03/05/2024	Regular	0.00	10,461.25	101996
3589	Invoice	02/26/2024	GF-PLANNING SERVICES FEB 12-25, 2024-...	0.00	10,461.25	
001105	TOSHIBA FINANCIAL SERVICES	03/05/2024	Regular	0.00	3,045.32	101997
522916238	Invoice	02/19/2024	GF-FEB24 BASEMENT COPIER LEASE-	0.00	358.40	
522916725	Invoice	03/01/2024	Copier Lease	0.00	2,686.92	
003398	UNIVERSITY AUTO PARTS	03/05/2024	Regular	0.00	73.93	101998
195038	Invoice	02/26/2024	GF-HYD HOSE FITTINGE, 6MXTXREEL-STRE...	0.00	57.51	
195085	Invoice	02/27/2024	GF-HYDRAULIC FILTER-STREETS	0.00	16.42	
001204	WELD COUNTY TREASURER	03/05/2024	Regular	0.00	9.30	101999

Council Check Report

Date Range: 02/21/2024 - 03/05/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
R8962501	Invoice	02/26/2024	GF-PROP TAX R8965101-MISC	0.00	9.30	
000119	BANK OF COLORADO	02/23/2024	02/23/2024 Bank Draft	0.00	7,043.71	DFT0002354
INV0001537	Invoice	02/23/2024	HSA DISTRIBUTION	0.00	7,043.71	
000119	BANK OF COLORADO	02/23/2024	02/23/2024 Bank Draft	0.00	845.83	DFT0002355
INV0001538	Invoice	02/23/2024	HSA DISTRIBUTION	0.00	845.83	
001416	VALIC_1	02/23/2024	02/23/2024 Bank Draft	0.00	47,152.91	DFT0002356
INV0001539	Invoice	02/23/2024	VALIC - 457(b) \$ Contributions	0.00	47,152.91	
001265	IRS	02/23/2024	02/23/2024 Bank Draft	0.00	72,349.41	DFT0002357
INV0001540	Invoice	02/23/2024	Federal Withholding	0.00	72,349.41	
001418	CO DEPARTMENT OF REVENUE	02/23/2024	02/23/2024 Bank Draft	0.00	12,729.00	DFT0002358
INV0001541	Invoice	02/23/2024	CO Withholding	0.00	12,729.00	
000119	BANK OF COLORADO	02/23/2024	02/23/2024 Bank Draft	0.00	125.00	DFT0002359
INV0001542	Invoice	02/23/2024	HSA DISTRIBUTION	0.00	125.00	
001416	VALIC_1	02/23/2024	02/23/2024 Bank Draft	0.00	632.58	DFT0002360
INV0001543	Invoice	02/23/2024	VALIC - Regular Plan Retirement Contribut...	0.00	632.58	
001265	IRS	02/23/2024	02/23/2024 Bank Draft	0.00	1,242.06	DFT0002361
INV0001544	Invoice	02/23/2024	Federal Withholding	0.00	1,242.06	
001418	CO DEPARTMENT OF REVENUE	02/23/2024	02/23/2024 Bank Draft	0.00	251.00	DFT0002362
INV0001545	Invoice	02/23/2024	CO Withholding	0.00	251.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	81	59	0.00	502,468.53
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	9	9	0.00	142,371.50
EFT's	0	0	0.00	0.00
	90	68	0.00	644,840.03

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	156	85	0.00	575,084.11
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	9	9	0.00	142,371.50
EFT's	0	0	0.00	0.00
	165	95	0.00	717,455.61

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	2/2024	357,985.33
999	POOLED CASH/CONSOLIDATED CASH	3/2024	359,470.28
			717,455.61

**RECORD OF PROCEEDINGS
MARIJUANA LICENSING AUTHORITY
February 20, 2024**

The Marijuana Licensing Authority of the City of Fort Lupton met at the City Complex, 130 South McKinley Avenue, on Tuesday, February 20, 2024. Mayor Zo Hubbard called the meeting to order at 6:05 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

Kaela Dunston, Deputy City Clerk, called the roll. Those present were Mayor Zo Hubbard, Councilmembers, Bruce Fitzgerald, Carlos Barron, Claud Hanes, Chris Ceretto and David Crespino. Councilmember Valerie Blackston was remote.

Also present were City Administrator, Chris Cross, Deputy City Clerk, Kaela Dunston, City Attorney, Andy Ausmus, Lieutenant, William Carnes, and Finance Director, Leann Perino.

APPROVAL OF AGENDA

It was moved by Chris Ceretto and seconded by Carlos Barron to approve the agenda as presented. Motion passed unanimously on voice vote.

ACTION MEMORANDUM

AM 2024-002 Approving the Regulated Marijuana Business License Renewal Application Submitted by High Plainz Strains of Fort Lupton, Inc. for a Retail Marijuana Business

High Plainz Strains of Fort Lupton, Inc. ("High Plainz") is located at 1330 Factory Circle. The initial application for High Plainz was approved on April 5, 2022. Based upon the facts and evidence presented, the Authority approved the application for a retail marijuana business conditioned upon the following:

- Applicable issuance of building permits and land use approvals as applicable,
- Approved site inspections,
- Approved security inspections,
- Any additional background information (if necessary) on any parties providing financing, and
- Maintaining compliance with all state and local laws, codes and ordinances.

Once the conditions listed have been met and the building is ready for occupancy with such furniture, fixtures and equipment in place as are necessary to comply with the applicable provisions and the local authority has inspected and approved the premises for occupancy, the City will issue the retail marijuana business license.

High Plainz has submitted the Regulated Marijuana Business License Renewal Application and has made payment to the City for the renewal and operating fee of \$5,000. Because High Plainz

**RECORD OF PROCEEDINGS
MARIJUANA LICENSING AUTHORITY
February 20, 2024**

is currently working with the Building Department and has submitted a renewal application along with the fee, the application remains active.

High Plainz has received a Regulated Marijuana Conditional License from the State of Colorado Marijuana Enforcement Division that is valid through April 5, 2024. The license is conditioned upon Local Authority approval, pursuant to section 44-10-305 C.R.S.

It was moved by Carlos Barron and seconded by Bruce Fitzgerald to approve the Regulated Marijuana Business License Renewal Application Submitted by High Plainz Strains of Fort Lupton, Inc. for a Retail Marijuana Business. Motion carried unanimously on roll call vote.

**AM 2024-003 Approving the Regulated Marijuana Business License Application
Submitted by 1310 Factory Circle, LLC for a Retail Marijuana Business**

On January 2, 2024, the local licensing authority approved the Transfer of Ownership Application for 1310 Factory Circle, LLC with Alicia Rotherham as 100% owner located at 1310 Factory Circle.

The initial application for 1310 Factory Circle LLC was approved on April 5, 2022, and based upon the facts and evidence presented, the Authority approved the application for a retail marijuana business conditioned upon the following:

- Applicable issuance of building permits and land use approvals as applicable,
- Approved site inspections,
- Approved security inspections,
- Any additional background information (if necessary) on any parties providing financing, and
- Maintaining compliance with all state and local laws, codes and ordinances.

Once the conditions listed have been met and the building is ready for occupancy with such furniture, fixtures and equipment in place as are necessary to comply with the applicable provisions and the local authority has inspected and approved the premises for occupancy, the City will issue the retail marijuana business license.

1310 Factory Circle, LLC is currently in the land use process with the Planning Department and is working towards finalizing the project. Once this has been completed, the applicant will pursue obtaining building permits.

1310 Factory Circle, LLC has submitted the Regulated Marijuana Business License Application and has made payment to the City for the application and operating fee of \$5,000.

It was moved by Bruce Fitzgerald and seconded by Carlos Barron to approve the Regulated

**RECORD OF PROCEEDINGS
MARIJUANA LICENSING AUTHORITY
February 20, 2024**

Marijuana Business License Application Submitted by 1310 Factory Circle, LLC for a Retail Marijuana Business. Motion carried unanimously on roll call vote.

AM 2024-004 Approving the Change of Trade Name from Highway 85 Cannabis to Silver Stem Fine Cannabis for Carretera Ocho Cinco, LLC

Carretera Ocho Cinco LLC currently doing business as Highway 85 Cannabis submitted an application for a change of trade name to Silver Stem Fine Cannabis. The name of the business entity and ownership are not changing.

The applicant has submitted all applicable fees on the application.

It was moved by David Crespín and seconded by Chris Ceretto to approve the Change of Trade Name from Highway 85 Cannabis to Silver Stem Fine Cannabis for Carretera Ocho Cinco, LLC. Motion carried unanimously on roll call vote.

AM 2024-005 Approving a Regulated Marijuana Business Renewal Application Submitted by Centaurus Farms, LLC for a Retail Marijuana Business

Centaurus Farms is located at 13400 County Road 10. The initial application for Centaurus Farms, LLC was approved on June 7, 2022. Based upon the facts and evidence presented, the Authority approved the application for a retail marijuana business conditioned upon the following:

- Applicable issuance of building permits and land use approvals as applicable,
- Approved site inspections,
- Approved security inspections,
- Any additional background information (if necessary) on any parties providing financing, and
- Maintaining compliance with all state and local laws, codes and ordinances.

Once the conditions listed have been met and the building is ready for occupancy with such furniture, fixtures and equipment in place as are necessary to comply with the applicable provisions and the local authority has inspected and approved the premises for occupancy, the City will issue the retail marijuana business license.

Centaurus Farms, LLC is currently in the land use process with the Planning Department and is working towards finalizing the project. Once this has been completed, the applicant will pursue obtaining building permits.

Centaurus Farms, LLC has submitted the Regulated Marijuana Business License Renewal

**RECORD OF PROCEEDINGS
MARIJUANA LICENSING AUTHORITY
February 20, 2024**

Application and has made payment to the City for the renewal and operating fee of \$5,000. Because Centaurus Farms, LLC is currently working with the Planning Department and has submitted a renewal application along with the fee, the application remains active.

It was moved by Carlos Barron and seconded by David Crespín to approve a Regulated Marijuana Business Renewal Application Submitted by Centaurus Farms, LLC for a Retail Marijuana Business Motion carried unanimously on roll call vote.

**AM 2024-006 Approving the Regulated Marijuana Business License Renewal
Application Submitted by Centaurus Farms, LLC for a Medical Marijuana Business**

Centaurus Farms is located at 13400 County Road 10. The initial application for Centaurus Farms, LLC was approved on June 7, 2022. Based upon the facts and evidence presented, the Authority approved the application for a retail marijuana business conditioned upon the following:

- Applicable issuance of building permits and land use approvals as applicable,
- Approved site inspections,
- Approved security inspections,
- Any additional background information (if necessary) on any parties providing financing, and
- Maintaining compliance with all state and local laws, codes and ordinances.

Once the conditions listed have been met and the building is ready for occupancy with such furniture, fixtures and equipment in place as are necessary to comply with the applicable provisions and the local authority has inspected and approved the premises for occupancy, the City will issue the retail marijuana business license.

Centaurus Farms, LLC is currently in the land use process with the Planning Department and is working towards finalizing the project. Once this has been completed, the applicant will pursue obtaining building permits.

Centaurus Farms, LLC has submitted the Regulated Marijuana Business License Renewal Application and has made payment to the City for the renewal and operating fee of \$5,000. Because Centaurus Farms, LLC is currently working with the Planning Department and has submitted a renewal application along with the fee, the application remains active.

It was moved by Bruce Fitzgerald and seconded by David Crespín to approve the Regulated Marijuana Business License Renewal Application Submitted by Centaurus Farms, LLC for a Medical Marijuana Business Motion carried unanimously on roll call vote.

**RECORD OF PROCEEDINGS
MARIJUANA LICENSING AUTHORITY
February 20, 2024**

ADJOURNMENT

The meeting adjourned at 6:18 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

DRAFT

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 20, 2024**

The City Council of the City of Fort Lupton met in a regular session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Tuesday, February 20, 2024. Mayor Zo Hubbard called the meeting to order at 6:19 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

Kaela Dunston, Deputy City Clerk, called the roll. Those present were, Mayor Zo Hubbard, Councilmembers, Carlos Barron, Claud Hanes, Bruce Fitzgerald, David Crespino, and Chris Ceretto. Councilmember Valerie Blackston was remote.

Also present were City Administrator, Chris Cross, Deputy City Clerk, Kaela Dunston, Public Works Director, Roy Vestal, Finance Director, Leann Perino, Planning Director, Todd Hodges and Lieutenant, William Carnes.

PERSONS TO ADDRESS COUNCIL

Aaron Richardson with Jacobs, addressed Council to provide information in regards to the Annual Jon Mays Memorial for Youth Golf Tournament which will be held on June 7, 2024.

APPROVAL OF AGENDA

Staff requested to add item f. under Action Memorandum, AM 2024-046 Approving the Grant from Weld Opioid Regional Council in the Amount of \$43,997.59 for the Purchase of Thermo Scientific TruNarc Handheld Narcotics Analyzer and Associated Cost. It was moved by Bruce Fitzgerald and seconded by Chris Ceretto to approve the agenda as amended. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the February 20, 2024, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- January 16, 2024 City Council Meeting Minutes
- February 6, 2024 City Council Meeting Minutes
- Approving Resolution 2024R012 APPROVING THE LUPTON LAND, LLC SUBDIVISION

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 20, 2024**

IMPROVEMENTS AGREEMENT FOR THE COYOTE CREEK - FILING NO. 5

- Approving the Purchase of Cardio Equipment with the Recreation Center Expansion Project for a Total Cost of \$146,006.00 Allocated from the Recreation Center Expansion Fund (AM 2024-026)
- Approving the Purchase of Strength Equipment for the Recreation Center Expansion Project for a Total Cost of \$125,398.98 Allocated from the Recreation Center Expansion Fund (AM 2024-027)
- Approving an Agreement with Weld County Sheriff's Office to Provide Jail Services for Fort Lupton Municipal Court Offenders (AM 2024-034)
- Approving Purchase of Equipment for Patrol Vehicles in the Amount of \$49,803.20 Allocated from the Information Technology Budget (AM 2024-035)
- Approve Public Works Wastewater Disposal Agreement with Black Diamond Pumping for Disposal of Domestic Wastewater to the City Sanitary Sewer System (AM 2024-036)
- Approve Public Works Wastewater Disposal Agreement with Urgent Septic Services for Disposal of Domestic Wastewater to the City Sanitary Sewer System (AM 2024-037)
- Approving to Lease a Fleet of Golf Cars, Utility Cars, Beverage Car, and a Driving Range Picker from Masek Golf Cars for the Coyote Creek Golf Course (AM 2024-038)
- Approving Resolution 2024R013 ESTABLISHING GUIDELINES FOR THE DEDICATION OF MEMORIALS ON CITY PROPERTY (AM 2024-040)
- Adopting Resolution 2024R014 ACCEPTING AN ANNEXATION PETITION AND INITIATING ANNEXATION PROCEEDINGS FOR AN ANNEXATION KNOWN AS THE EWING ANNEXATION SUBMITTED BY LEWICKI AND ASSOCIATES AS THE REPRESENTATIVE FOR TRICYCLE LANE TEXAS, LLC AND SETTING THE PUBLIC HEARING FOR APRIL 16, 2024 (AM 2024-044)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2024-039 Approve the Mayor to Sign the Kerr-McGee Geophysical Operations Permit Agreement to Allow Kerr-McGee to Conduct a Geophysical Operation for a Vertical Seismic Profile Survey on City Property (Gun Club Parcel)

Kerr-McGee Oil & Gas Onshore LP (KMOG) is requesting access to City property located north of

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 20, 2024**

Highway 52 and west of Gun Club Road for purposes of conducting a geophysical operation for a vertical seismic profile survey. KMOG is offering consideration of Ten Dollars (\$10.00) per acre. The City property is 155.95 acres in area, which would result in a payment to the City of \$1,559.50 at the signing of the agreement.

The agreement includes: "Kerr-McGee shall indemnify, release and hold harmless Owner from and against any and all liability, loss, damage, claims, demands, costs and expenses which may result from injury to or death of persons, or damage to or loss or destruction of property, which in any way whatever is due to, or arises because of KM negligent acts or omissions and breaches of this permit while present on, occupying or using the lands. City must provide KMOG written notice of claim within 180 days from occurrence or 60 days after completion of operations."

It was moved by Carlos Barron and seconded by Bruce Fitzgerald to Approve the Mayor to Sign the Kerr-McGee Geophysical Operations Permit Agreement to Allow Kerr-McGee to Conduct a Geophysical Operation for a Vertical Seismic Profile Survey on City Property (Gun Club Parcel). Motion with 6 yes votes and 1 no vote, with Councilmember Valerie Blackston voting no.

AM 2024-041 The City Council, Acting as the Fort Lupton Utility Enterprise Board, Adopting an Ordinance to Revise Sections 13-25 Separate Connections Required (Sewer) and 13-86 Separate Connections Required (Water) of the Fort Lupton Municipal Code

Under the current code, each building is required to have separate services. The "nor can two or more buildings on the same premises be served from one service" is being removed. Master meters provide a simplification of billing to property owners and reduces the number of meters to be maintained by Public Works.

Section 13-25- Separate connections required.

Two (2) or more premises cannot be served from one (1) and the same connection, ~~nor can two (2) or more buildings on the same premises be served from one (1) and the same connection.~~ All properties that require separate sewer service billings shall have their own connection and service line.

Sec. 13-86. - Separate connections required.

Two (2) or more premises cannot be supplied from one (1) connection and the same connection ~~nor can two (2) or more buildings on the same premises be supplied from one (1) and the same connection, unless provided with separate shut-off cocks located at the public street right-of-way line or easement.~~ All properties that require separate water service billings shall have their own connection and service line with shut-off cocks and meter pit located at the public street right-of-way.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 20, 2024**

Specific requirements for the physical connections are covered through the City's Design Standards.

It was moved by Bruce Fitzgerald and Seconded by Chris Ceretto for The City Council, Acting as the Fort Lupton Utility Enterprise Board, to Adopt Ordinance 2024-1163 TO REVISE SECTIONS 13-25 SEPARATE CONNECTIONS REQUIRED (SEWER) AND 13-86 SEPARATE CONNECTIONS REQUIRED (WATER) OF THE FORT LUPTON MUNICIPAL CODE. Motion passed unanimously on roll call vote.

AM 2024-042 Approve Waiver of Fort Lupton Municipal Code Sections 13-25, Separate Connections Required (Sewer) and 13-86, Separate Connections Required (Water) for the CarMax Site Development

The CarMax site plan (SPR2023-001) was approved by Resolution 2023R023 on July 5, 2023. The property owner would like serve the site using two (2) master meters for four (4) individual buildings.

Section 13-25- Separate connections required.

Two (2) or more premises cannot be served from one (1) and the same connection, nor can two (2) or more buildings on the same premises be served from one (1) and the same connection. All properties that require separate sewer service billings shall have their own connection and service line.

Sec. 13-86. - Separate connections required.

Two (2) or more premises cannot be supplied from one (1) connection and the same connection nor can two (2) or more buildings on the same premises be supplied from one (1) and the same connection, unless provided with separate shut-off cocks located at the public street right-of-way line or easement. All properties that require separate water service billings shall have their own connection and service line with shut-off cocks and meter pit located at the public street right-of-way.

Under the current code, each building is required to have separate services. The waiver of the "nor can two or more buildings on the same premises be served from one service" is being requested. Master meters provide a simplification of billing to property owner and reduces the number of meters to be maintained by Public Works. A proposed code change is in process that removes this requirement.

It was moved by Carlos Barron and seconded by David Crespino to Approve Waiver of Fort Lupton Municipal Code Sections 13-25, Separate Connections Required (Sewer) and 13-86, Separate Connections Required (Water) for the CarMax Site Development. Motion passed unanimously on roll call vote.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 20, 2024**

AM 2024-043 Accept the USDA Rural Development Subsequent Loan of \$2,676,000 for the Construction of the Metro Force Main and Lift Station

In July of 2022, staff began the process of applying for the US Department of Agriculture Rural Development loan. On July 5, 2023 we received the letter of condition (LOC) offering a \$21,163,000 loan with a \$3,043,000 required City match.

In January 2024, the opening of the construction bids increased the total cost for the project to \$30 million. An additional \$5,598,000 funding is needed for the project. The City will fund an additional \$2,922,000 and USDA is providing a subsequent loan of \$2,676,000.

Current funding includes USDA loan totaling \$23,839,000, a City contribution of \$5,965,000, a DOLA grant of \$1,000,000

Other project funding included a \$20,952,970 loan from CWRPDA paid to Metro Water Recovery in 2022 for existing taps fees.

It was moved by Claud Hanes and seconded by Chris Ceretto to Accept the USDA Rural Development Subsequent Loan of \$2,676,000 for the Construction of the Metro Force Main and Lift Station. Motion passed unanimously on roll call vote.

AM 2024-045 Approving Payment for Victim Advocacy Services through the City of Brighton in the Amount of \$48,590.34 for the Calendar Year 2024, Allocated from the Police Department Contractual Services Fund

Due to the Weld County Sheriff's Office discontinuing Victim Advocacy assistance for outside agencies, the City of Fort Lupton entered into an IGA with the Brighton/Commerce City Police Department Victim Advocates Office to provide advocacy services. This IGA terminates on December 31st, 2027.

It was moved by Chris Ceretto and seconded Claud Hanes Approving Payment for Victim Advocacy Services through the City of Brighton in the Amount of \$48,590.34 for the Calendar Year 2024, Allocated from the Police Department Contractual Services Fund. Motion passed unanimously on roll call vote.

AM 2024-046 Approving the Grant from Weld Opioid Regional Council in the Amount of \$43,997.59 for the Purchase of Thermo Scientific TruNarc Handheld Narcotics Analyzer and Associated Cost

As part of the Police Department's goals to improve community and responder safety, the

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 20, 2024**

Police Department approached the Weld Opioid Regional Council for funding to purchase a narcotics analyzer. Which allows rapid identification of various narcotics, including fentanyl, without removing potentially harmful substances from packaging. The Weld Opioid Regional Council approved the funding request.

It was moved by Carlos Barron and seconded by Bruce Fitzgerald to Approve the Grant from Weld Opioid Regional Council in the Amount of \$43,997.59 for the Purchase of Thermo Scientific TruNarc Handheld Narcotics Analyzer and Associated Cost. Motion passed unanimously on roll call vote.

INFORMATION MEMORANDUM

IM 2024-005 Award of Contract to Prairie Dog Pros, LLC for Prairie Dog Mitigation Services During the 2024 Season for an Amount Not to Exceed \$16,000.00 from the Public Works Shop General Fund

Pest control operations are a specialized service that requires training, knowledge and a methodical approach to effectively and economically balance the city's needs and environmental issues.

The Prairie Dog Pros program will handle all aspects of the City's program to include fumigation services, notifications, area mapping and placard marking. The company is Fort Collins based and A+ rated with the Better Business Bureau. Many local Cities and Towns contract with them.

Priority treatment areas of concern are the Golden Pond area, PW shop railroad ROW lease area and railroad ROW lease area near the Community Center. Scope includes monthly follow-up in each area.

Program can begin immediately.

IM 2024-006 Award of Contract to Vector Disease Control International, LLC for Integrated Mosquito Management Services During the 2024 Season for an Amount Not to Exceed \$20,698.52 from the Public Works Shop General Fund

Mosquito operations are a specialized service that requires training, knowledge and a methodical approach to effectively and economically balance the city's needs and environmental issues.

The VDCI program will handle all aspects of the City's program with added technology and information assistance to our residents. VDCI has provided this program for the City since 2020.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 20, 2024**

Program begins in May with larval surveillance with completion in September. Services include larval control, weekly adult insecticide applications, trap monitoring, mapping and reporting.

STAFF REPORTS

There were no reports from staff.

MAYOR/COUNCIL REPORTS

There were no reports from the Mayor or Council.

FUTURE CITY EVENTS

February 21, 2024	Welcome Wednesday- Community Development Office 1200 Dexter St. Unit W13, 7:30 a.m.- 9:00 a.m.
March 6, 2024	Coffee with a Cop Hard Bean Coffee, 107 Dales Place, 8:00 a.m.
March 30, 2024	Easter Egg Hunt- Pearson Park, 12285 State Hwy 52, 9:00 a.m.

UPCOMING MEETINGS

February 27, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
March 5, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
March 12, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
March 19, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:43 p.m.

Submitted by,

Maricela Peña, City Clerk

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 20, 2024**

Approved by City Council,

Zo Hubbard, Mayor

DRAFT



SUBJECT FOR DISCUSSION

Updated Price for Purchase of Equipment for Patrol Vehicles in the Amount of \$45,880.00 Allocated from the Information Technology (IT) Budget

SUMMARY STATEMENT/BACKGROUND DISCUSSION

AM 2024-035 listed the incorrect price quote of \$49,803.20 and had the incorrect quote attached.

The current MDT's in the Police Department's patrol vehicles are coming up on the start of their replacement cycle. Last year "2023" we completed half the fleet and this year we would like to complete the other 10 with Getac B360g2 laptops. Like last year, the older laptops will be moved into Public Work vehicles to provide them with additional capabilities in the field. The new MDT's will provide the Police Department with faster, more modern computers. They will have touchscreen and backlit keyboards. The revised cost of the new MDT's will be **\$45,880.00** which includes 10 Getac B360 g2 laptops, bumper to bumper 5-year warranty, and 10 vehicle docks. The monies will come from the already budgeted IT budget of \$51,000.00

FINANCIAL CONSIDERATIONS

The Information Technology Department in the General Fund budgeted \$51,000 to upgrade MDTs

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. The City proceeds with the purchase of the new Getac MDT's, moving the old MDT's to Public Works' vehicles to give them additional capabilities
2. The City chooses not to move forward on the purchase of the new MDT's

STAFF RECOMMENDATIONS

IT Recommends purchasing the 10 Getac B360g2 MDT's for the police department and re-using the older systems in the Public Works' vehicles

Attachments: a. Correct Police MDT Quotation

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



DATA CENTER WAREHOUSE

23041 Avenida De La Carlota, Suite 325
Laguna Hills, CA 92653
Phone: 732-579-7134

Getac

Number: **Q-65042**

Date: **01/17/2024**

Bill To:

Travis Aksamitowski
City of Fort Lupton
130 S Mckinley Ave Ste 1
Fort Lupton, CO 80621
Phone: (720)466-6113
Email: taksamitowski@fortlupton.org

Ship To:

Travis Aksamitowski
City of Fort Lupton
130 S Mckinley Ave Ste 1
Fort Lupton, CO 80621
Phone: (720)466-6113
Email: taksamitowski@fortlupton.org

Item #	Mfr. Part	Description	Price	Qty.	Extended
*1	BS7764BABDGX	GETAC:B360G2 i7-1260P, Hello Webcam, W 11 Pro x64 with 16GB RAM, 256GB PCIe SSD , SR Full HD LCD 1400 nits + Touchscreen + Hard tip stylus, US KBD + US Power cord, Membrane Backlit KBD, Wifi + BT, RS232 + VGA3yb2b Mfr: GETAC, INC Notes: Omnia reference#R200803	\$ 3,169.00	10	\$ 31,690.00
*2	GE-SVTBNFX5Y	Getac Protection Plus - 5 Year - Warranty - Maintenance - Parts & Labor - Physical - TAA Compliance Mfr: GETAC, INC Notes: Omnia Reference#R200803	\$ 510.00	10	\$ 5,100.00
*3	543390100502	Getac Docking Station - for Notebook - Docking - TAA Compliance Mfr: GETAC, INC Notes: Omnia Reference#R200803	\$ 739.00	10	\$ 7,390.00
*4	590GBL000515	Getac LIND DC Adapter - 1 Pack - 120 W - TAA Compliance Mfr: GETAC, INC Notes: Omnia Reference#R200803	\$ 170.00	10	\$ 1,700.00
4 item(s)			Sub-Total		\$ 45,880.00
			Tax @ 0%		\$ 0.00
			Freight		\$ 0.00
			Total		\$ 45,880.00

(*) Tax exempted Part(s)

Quote Valid Until: 02/20/2024

Payment Details

Pay by: Company PO
Payment Term 30 days

Terms and Conditions

Please visit <http://datacenterwarehouse.com/terms-and-conditions/> for terms and conditions.

Shipping and Delivery Details

Shipping via: UPS Ground

Prepared by: **Danny Mirsky**

Email: **Danny.Mirsky@4dcw.com**

Phone: **732-579-7134**



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of Paul Witmer to the Planning Commission as an Alternate Member for a Three-year Term Beginning March 5, 2024, and Ending March 5, 2027

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Paul Witmer lives in the City and has expressed an interest in serving on the Planning Commission and has submitted an application for appointment as an alternate member to the Commission. Section 2-182 of the Fort Lupton Municipal Code allows up to seven members to serve on the Planning Commission with one alternate to sit as a regular member, should a regular member be absent.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

The Mayor has statutory authority under C.R.S. 31-23-203, and Section 2-182 of the Fort Lupton Municipal Code, to appoint members of the public to fill vacancies on the Planning Commission.

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

1. Approve a resolution appointing Paul Witmer as an alternate member of the Planning Commission; or
2. Do not approve a resolution appointing Paul Witmer as an alternate member of the Planning Commission.

STAFF RECOMMENDATIONS

Staff recommends approval of Paul Witmer's appointment to the Planning Commission for a term ending on March 5, 2027.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2024xxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE APPOINTMENT OF PAUL WITMER AS AN ALTERNATE MEMBER FOR A TERM BEGINNING MARCH 5, 2024 AND ENDING MARCH 5, 2027.

WHEREAS, the Mayor of Fort Lupton under C.R.S. 31-23-203 and Municipal Code Section 2-182, has the authority to fill vacancies on the Planning Commission and hereby exercises the right to appoint Paul Witmer to the Planning Commission as an alternate member; and

WHEREAS, the City Council may ratify the appointments by the Mayor to serve on the Planning Commission; and

WHEREAS, there is a vacancy on the Planning Commission; and

WHEREAS, Paul Witmer has expressed interest in serving on Planning Commission; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of Paul Witmer to serve as a alternate member to the Planning Commission beginning March 5, 2024 and ending March 5, 2027.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 5th DAY OF MARCH 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approve Execution of Agreement for the Delegation of Pretreatment/Industrial Waste Control Program Responsibilities with METRO Water Recovery

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City has joined with METRO for treatment of the City's sanitary sewage. Once the City sends flows to the Northern Treatment Plant, METRO will assume responsibility for Fort Lupton's Pretreatment Program.

The agreement includes:

- METRO assumes responsibility for City's Pretreatment Program
- METRO shall be responsible for future Pretreatment responsibilities required by law
- No additional charges from METRO to City for Pretreatment Program
- All charges to industrial users shall be determined, collected and retained by City.
- All enforcement receipts taken by METRO shall be collected and retained by METRO.

FINANCIAL CONSIDERATIONS

There is no additional cost or charges for the Pretreatment Program.

LEGAL/POLITICAL CONSIDERATIONS

Section 6 of METRO's Rules and Regulations and Article IV of the Service Contract requires implementation of a Pretreatment Program if not delegated to the Metro District.

ALTERNATIVES/OPTIONS

- A. Approve the agreement
- B. Reject agreement.
- C. Delay action on the agreement to gather more information.

STAFF RECOMMENDATIONS

City staff recommends approval of the Agreement for the Delegation of Pretreatment/Industrial Waste Control Program Responsibilities with METRO Water Recovery.

Attachments: a. Metro Delegation Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

AGREEMENT FOR THE DELEGATION OF PRETREATMENT/INDUSTRIAL WASTE CONTROL PROGRAM RESPONSIBILITIES

This Agreement is made and entered into between Metro Water Recovery (Metro), located at 6450 York Street, Denver, Colorado 80229-7499, and the City of Fort Lupton (Fort Lupton), located at 130 S. McKinley Ave, Fort Lupton, CO 80621. This agreement shall only apply once discharge from Fort Lupton's service area to the Northern Treatment Plant commences and only to those areas of Fort Lupton whose flows are being treated at the Northern Treatment Plant.

1. PURPOSE

Under Section 6 of *Metro's Rules and Regulations Governing the Operation, Use and Services of the System* (Rules and Regulations) and Article IV of Metro's *Sewage Treatment and Disposal Agreement* (Service Contract) with Fort Lupton, Metro and Fort Lupton enter into this Agreement whereby Fort Lupton shall delegate, and Metro shall assume, the responsibility for conducting Fort Lupton's Pretreatment Program obligations to the extent and in the manner hereinafter set forth.

2. RESPONSIBILITIES DELEGATED

Fort Lupton hereby delegates, and Metro hereby assumes, responsibility for Fort Lupton's Pretreatment Program obligations set forth in Section 6 of Metro's Rules and Regulations and Article IV of the Service Contract and in documents issued pursuant thereto including, among others, Procedures for Implementing the Pretreatment/Industrial Waste Control Program of Metro, except as follows:

- a. At least ninety (90) days prior to sending any flows to the Northern Treatment Plant, Fort Lupton shall submit current industrial waste survey information for those parts of its service area that will be sent to the Northern Treatment Plant.
- b. Fort Lupton shall promptly notify Metro of any new dischargers connecting to the sewer system which may be subject to regulation as Significant Industrial Users under the Pretreatment Program.

Fort Lupton shall submit to Metro, at least ninety (90) days prior to sending any flows to the Northern Treatment Plant, current sanitary sewer service area plats and the names and phone numbers of the persons in Fort Lupton's service area responsible for business licenses, building permits, sewer use permits, water use records, and the local fire department.

Metro shall be responsible for the performance of future Pretreatment Program responsibilities required by applicable law, including but not limited to those responsibilities and obligations set forth in the U.S. Code of Federal Regulations and Colorado Code of Regulations, except for those responsibilities directly related to the obligations reserved to Fort Lupton in paragraph 2(a), 2(b), and 3. Metro shall provide Fort Lupton with an annual update of Metro's Industrial Waste Survey Database for Fort Lupton's service area.

3. **NOTIFICATION OF NEED FOR PRETREATMENT SERVICES**

Pursuant to Section 801.H and M of the Service Contract between Fort Lupton and Metro, Fort Lupton cannot send any flows to the Northern Treatment Plant until all applicable Sewer Connection Charges have been paid. At least ninety (90) days prior to sending new flows to the Northern Treatment Plant, Fort Lupton shall provide Metro with a map of the additional service area to be treated at the Northern Treatment Plant and the current industrial waste survey information for that area.

4. **NOTIFICATION OF ENFORCEMENT ACTIONS**

Metro shall notify Fort Lupton when assessing penalties, terminating sewage service, or seeking criminal sanctions against any industrial discharger within Fort Lupton's service area. Metro shall provide Fort Lupton with an annual status report on the compliance of dischargers under the Pretreatment Program.

5. **CHARGES AND FEES**

Metro shall not charge Fort Lupton under this Agreement any costs, fees, assessments, or charges associated with the Pretreatment Program responsibilities delegated to Metro herein. Fort Lupton will remain subject to all Annual Charges for Service as provided in the Service Contract, as amended from time to time.

All general and special sewer service charges, permit fees, and other charges levied against the industrial users shall be determined, imposed, collected, and retained by Fort Lupton, except as otherwise expressly provided herein or by the Service Contract or applicable law.

All penalty or other enforcement receipts arising from an enforcement action taken by Metro shall be collected and retained by Metro.

6. **SEVERABILITY**

If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall, for any reason, be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phrase, or other provision shall not affect any of the remaining provisions of this Agreement.

7. **WAIVER**

No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

8. **REMEDIES**

In addition to the remedies provided by law, this Agreement shall be specifically enforceable by the parties hereto.

9. **TERM OF AGREEMENT**

This Agreement shall be effective when discharge from the Fort Lupton service area to the Northern Treatment Plant commences and shall continue thereafter until terminated by either party by the giving of a written notice to the other party not less than one year prior to the date of termination specified by such notice.

10. **CONFORMANCE WITH LAWS**

Both parties hereto agree to abide by and conform with all applicable laws of the United States, the State of Colorado, and any other body corporate and politic having any jurisdiction in the service area which is the subject matter of this Agreement. Nothing contained in this Agreement, however, shall require either party hereto to comply with any law, the validity or applicability of which shall be contested in good faith and, if necessary or desirable, by appropriate legal proceedings.

11. **FORCE MAJEURE**

Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligation hereunder due to causes or conditions beyond its control or if such performance would be prohibited or limited by any federal, state, or local law, rule, regulation, order, or directive.

12. **GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the choice of law thereof.

13. **NO THIRD-PARTY BENEFICIARIES**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Fort Lupton and Metro, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. It is the express intention of Fort Lupton and Metro that any person other than Fort Lupton or Metro receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

14. **INDEMNIFICATION**

Each party shall be responsible for its own negligence in performing its obligations under this agreement. Neither party waives the benefits or obligations afforded it by the Colorado Governmental Immunity Act, Colorado Revised Statute C.R.S. §24-10-101, et seq.

15. **ASSIGNMENT**

Neither party to this agreement may assign any interest herein to any person or entity without the consent of the other party hereto expressed in writing. Nothing herein contained, however, shall be construed as preventing the reorganization of any party hereto nor as preventing any other body corporate and politic succeeding to the rights, privileges, powers, immunities, liabilities, disabilities, and duties of either party hereto, as may be authorized by law, in the absence of any prejudicial impairment of any obligation of contract hereby imposed.

16. **INTEGRATION OF UNDERSTANDINGS, AMENDMENTS, AGREEMENT BINDING**

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment or other agreement executed by the parties and signed by the signators of the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors, and assigns.

City of Fort Lupton

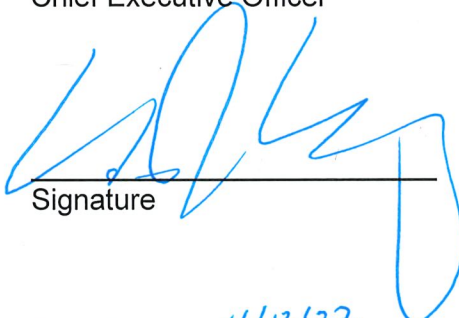
Metro Water Recovery

Title, Printed Name

William Conway

Chief Executive Officer

Signature



Signature

Date Signed: _____

Date Signed: 11/13/23



SUBJECT FOR DISCUSSION

Awarding Contract to Vance Brothers Inc. for an Amount Not to Exceed \$141,318.85 for the 2024 Crack Seal/Slurry Seal Project from the Street Sales Tax Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Bid documents were advertised from January 9, 2024 with bid opening on February 9, 2024. One bid was received from Vance Brothers Inc. providing the lowest responsible bid as shown in the attached Bid Tabulation.

Staff coordinated and confirmed quantities with Vance Brothers to determine required work.

Vance Brothers Inc. is a respected contractor in Front Range communities with several local municipalities' projects in the area. Revised unit cost and quantities resulted in contract award of \$141,318.85

\$200,000 is budgeted for the project in 2024 budget.

Anticipated project start is this March with completion in 28 Calendar Days (weather providing).

FINANCIAL CONSIDERATIONS

The 2024 Street Sales Tax Fund budget includes \$200,000 for the Crack Seal/Slurry Seal project.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the agreement with Vance Brothers Inc.
- B. Reject agreement.
- C. Rebid Project

STAFF RECOMMENDATIONS

Staff recommends approving contract with Vance Brothers Inc. for an amount not to exceed \$141,318.85 for the 2024 Crack Seal/Slurry Seal Project from Street Sales Tax Fund.

- Attachments:
- a. Contract Agreement – Vance Brothers Inc.
 - b. Notice of Award
 - c. Contract Award Summary / Bid Tabulation

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Construction Agreement

This **Public Works Agreement**, hereinafter "Agreement," is entered into by and between the City of Fort Lupton, Colorado, hereinafter "City," and Vance Brothers Inc., hereinafter "Contractor."

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

1. Scope of Work

The Contractor shall furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other construction accessories, services and facilities specified or required to be incorporated into and for a permanent part of the completed Work. The Contractor shall provide and perform all necessary labor in a first class and workmanlike manner in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions and conditions of the Contract Documents. The Contractor shall perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work included in this Scope of Work and the Bid Documents set forth and incorporated hereinbelow.

2. Contract Documents

The executed Contract Documents comprise the following:

- A.** The Executed Agreement;
- B.** Addenda (if any);
- C.** Advertisement for Bids;
- D.** Invitation for Bids;
- E.** Instructions to Bidders;
- F.** Proposed Subcontractors;
- G.** Non-Collusion Affidavit;
- H.** Bid, Performance, and Payment Bonds;
- I.** Proposal;
- J.** Bid Form;
- K.** Conditions of Contract;
- L.** Special Conditions of Contract;

- M. City of Fort Lupton, Colorado *Standards and Specifications for the Construction of Public Improvements*, latest edition;
- N. The Colorado Department of Transportation *2017 Standard Specifications for Road and Bridge Construction*;
- O. Certificates of Insurance; and
- P. Plans (Drawings).

This Agreement, together with the other Documents enumerated above, which said other Documents are as fully a part of the Agreement as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Agreement conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

3. **Time for Completion**

The Contractor agrees to commence work upon execution of this Agreement and to substantially complete all work within 28 calendar days.

4. **Contract Appropriations / No Change Orders**

The City states that the amount of money appropriated for this Agreement is equal to or in excess of the Contract Sum. No Change Order to this Agreement requiring additional compensable Work to be performed, which Work causes the aggregate amount payable under this Agreement to exceed the Amount appropriated for the Original Contract will be issued by the City unless the City notifies the Contractor, in writing, that lawful appropriations to cover the costs of the Additional Work have been made.

5. **Contract Amount**

The City will pay to the Contractor for the performance and completion of the Work encompassed by this Agreement, and the Contractor shall accept as full compensation therefore the Amount of **One Hundred Forty-One Thousand, Three Hundred Eighteen DOLLARS and Eighty-Five CENTS, \$141,318.85,** subject to the City's confirmation of the completion of the Scope of Work in accordance with the Contract Documents attached hereto. The said Amount to be paid upon the City's inspection and acceptance of the Work, at the City's sole discretion, including the Contractor's completion of any punch-list items as determined by the City and the execution of any releases by the Contractor deemed necessary by the City.

6. **Contractor Payments**

The Contractor shall, at no more than or less than monthly intervals on a Date to be agreed by the City and the Contractor, submit Application for Payment requests to the City.

- A. The Application for Payment shall clearly identify and provide such detail for which the Engineer and the Contractor shall agree to describe the Work completed by the Contractor up to the Date of the Application for Payment.
- B. The City will deduct and retain an amount equal to ten percent (10%) of the Application for Payment's Amount. The retained amounts shall be paid upon Final Acceptance of the work.
- C. The City will endeavor to effect the Progress Payments to the Contractor no later than thirty (30) calendar days after the Date the Application for Payment is received by the City.
- D. The Contractor shall charge Past Due Accounts an interest rate of two percent (2%) per month on any unpaid balance.

7. Warranty

All warranties for Work performed by the Contractor, repairs to be made or service calls required to be attended to by the Contractor shall be two (2) years. The Contractor shall notify the City when the Scope of Work is Completed and the City will confirm Completion of the Work, at the City's sole discretion. Once the Scope of Work is confirmed by the City as being completed, the Notice of Commencement of Warranty attached hereto and incorporated herein will be tendered by the City. The Warranty Period shall only commence upon the execution and tendering of the Notice of Commencement of Warranty to the Contractor by the City and said Warranty shall continue for the Warranty Period.

8. Amendment / No Assignment

No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement.

9. Complete Agreement

This Agreement, and the documents attached hereto, constitute the entire Agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein.

10. Severability

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

11. Governing Law

This Agreement is governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed

in the Weld County District Court after first attempting in good faith to submit the dispute to mediation. The submission of any dispute to mediation shall be a condition precedent to the filing of litigation in this matter, other than the request for injunctive relief.

12. OSHA Requirements

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

13. No Waiver of Governmental Immunity

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

14. Independent Contractor

The Contractor is a separate, legal entity from the City and the parties making this Agreement accordingly with the understanding that the Contractor at all times is acting as an independent contractor and not an employee or agent of the City. All persons retained by the Contractor to perform services pursuant to this Agreement shall be employees or independent contractors of the Contractor and are not employees, contractors or agents of the City. The Contractor does not have the authority to bind the City by contract or otherwise.

15. Indemnification by Contractor

The Contractor shall defend, indemnify and hold the City harmless from any damages, including but not limited to any loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of the Contractor or its subcontractors pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

16. Force Majeure

Neither party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, pandemics, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, instances affecting public health including pandemics, acts of God or acts, omission, or delays in acting by any governmental authority. Provided, however, that the party so affected shall use reasonable efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

17. Approval Required

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

EXECUTED THIS _____ DAY OF _____, 2024

CITY OF FORT LUPTON, COLORADO

By: **Zo Hubbard**

Title: **Mayor**

VANCE BROTHERS INC

By: _____

Title: _____



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Vance Brothers Inc

Date: **March 6, 2024**

380 W 62nd Ave.
Denver, CO 80216

Attention: Heath Russo

**Subject: City of Fort Lupton, Colorado
The 2024 Crack Seal/Slurry Seal Project**

Notice of Award

The City of Fort Lupton, Colorado, has considered the Proposal submitted by you for the above described work in response to the Invitation for Bids dated **January 9, 2024**, and the Instructions to Bidders.

You are hereby notified that your revised Proposal has been accepted for the work in the amount or amounts shown on your Proposal.

You are required by the Instructions to Bidders to execute the Public Works Agreement and furnish the Performance Bond, the Payment Bond, Insurance Certificates, and other required documentation no later than ten (10) calendar days from the date of this notice.

If you fail to execute the said Public Works Agreement and to furnish the said Bonds no later than seven (7) calendar days from the date of this Notice of Award, the City of Fort Lupton, Colorado, will be entitled to consider all your rights arising out of the City of Fort Lupton, Colorado's acceptance of your Proposal as abandoned and as a forfeiture of your Proposal security as liquidated damages, but not as a penalty, for the delay and extra work caused thereby and also to compensate the City of Fort Lupton, Colorado, for the difference between your Proposal and the next lowest Bid. The City of Fort Lupton, Colorado, will be entitled to such other rights as may be granted by Colorado law.

You are required to return an acknowledged copy of this Notice of Award to the City of Fort Lupton, Colorado.

The insurance certificates required for this project shall be sent to City of Fort Lupton, Attention: Chris Cross, 130 South McKinley Avenue, Fort Lupton, Colorado 80621.

CITY OF FORT LUPTON, COLORADO

By: Zo Hubbard

Title: Mayor

Address: 130 South McKinley Avenue
Fort Lupton, Colorado 80621

Telephone: (303) 857-6694

Acceptance of Notice of Award

Receipt of the above Notice to Proceed is hereby acknowledged:

this the _____ day of _____, 2024.

Contractor's Name

By: _____

Title: _____

Telephone: _____

City of Fort Lupton, Colorado
Public Works Department
Clause 8 - Bid Form
Crack Seal/Slurry Seal

Contr						
Project Total						\$ 141,318.85

Division 100 - General Provisions

Payment Item No.	Specification Reference	Description	Payment Unit	Quantity	Rate in Numbers	Amount in Numbers
1	TS 16-101	Mobilization	LS	1	\$ 13,500.00	\$ 13,500.00
2	TS 16-102	Traffic Control	LS	1	\$ 27,000.00	\$ 27,000.00
SUBTOTAL						\$ 40,500.00

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Payment Item No.	Specification Reference	Description	Payment Unit	Quantity	Rate in Numbers	Amount in Numbers
3	9.22.00	Granular Bedding Material (Sand/Squeegee)	TON	2	\$ -	\$ -
4	TS 16-408	Hot Poured Joint and Crack Sealant	TON	2	\$ 5,000.00	\$ 10,000.00
5	CODOT 403 (REVISED) STONE MATRIX ASPHALT	Mastic (Stone Matrix Asphalt)	TON	2	\$ 5,800.00	\$ 11,600.00
6	TS 16-409	Slurry Seal	SY	7,830	\$ 5.45	\$ 42,673.50
SUBTOTAL						\$ 64,273.50

Division 600 - Miscellaneous

	TS 16-605	Thermoplastic Lane (Single White - 4" Wide Solid Line)	LF	2084	\$7.40	\$ 15,421.60
	TS 16-605	Thermoplastic Centerline (Single Yellow w/ Dashed Yellow 4" Wide Solid Line)	LF	705	\$4.25	\$ 2,996.25
	TS 16-605	Thermoplastic Crosshatch (Single Yellow - 4" Wide Solid Line)	LF	330	\$4.25	\$ 1,402.50
	TS 16-605	Thermoplastic White - 4" Broken Line	LF	1525	\$5.00	\$ 7,625.00
	TS 16-605	Thermoplastic White - 24" Stop Bar	LF	42	\$25.00	\$ 1,050.00
	TS 16-605	Thermoplastic White - Crosswalk (18" Wide x 9' Long Bars)	EA	36	\$25.00	\$ 900.00
	TS 16-606	Preform Thermoplastic Pavement Marking (Right Turn/Through Arrows)	EA	2	\$550.00	\$ 1,100.00
	TS 16-606	Preform Thermoplastic Pavement Marking (Left Turn Arrow)	EA	5	\$550.00	\$ 2,750.00
	TS 16-606	Preform Thermoplastic Pavement Marking (Right Turn Arrow)	EA	1	\$550.00	\$ 550.00
	TS 16-606	Preform Thermoplastic Pavement Marking (Through Arrow)	EA	1	\$550.00	\$ 550.00
	TS 16-605	Preform Thermoplastic Pavement Marking (ONLY)	EA	4	\$ 550.00	\$ 2,200.00
SCHEDULE SUBTOTAL						\$ 36,545.35

Original Bid		Engineer Estimate	
	\$ 226,531.50		\$ 124,039.25
Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers
\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00
\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00
	\$ 45,000.00		\$ 45,000.00
Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers
\$ 11,000.00	\$ 22,000.00		\$ -
\$ 5,500.00	\$ 11,000.00	\$ 5,000.00	\$ 10,000.00
\$ 6,200.00	\$ 12,400.00	\$ 5,500.00	\$ 11,000.00
\$ 7.85	\$ 61,465.50	\$ 3.35	\$ 26,230.50
	\$ 106,865.50		\$ 47,230.50
\$6.00	\$ 12,504.00	\$2.50	\$ 5,210.00
\$6.00	\$ 4,230.00	\$2.50	\$ 1,762.50
\$6.00	\$ 1,980.00	\$2.50	\$ 825.00
\$6.00	\$ 9,150.00	\$1.25	\$ 1,906.25
\$6.00	\$ 252.00	\$40.00	\$ 1,680.00
\$950.00	\$ 34,200.00	\$405.00	\$ 14,580.00
\$950.00	\$ 1,900.00	\$405.00	\$ 810.00
\$950.00	\$ 4,750.00	\$405.00	\$ 2,025.00
\$950.00	\$ 950.00	\$405.00	\$ 405.00
\$950.00	\$ 950.00	\$405.00	\$ 405.00
\$950.00	\$ 3,800.00	\$ 550.00	\$ 2,200.00
	\$ 74,666.00		\$ 31,808.75

Added Item; now N/A

Note: Originally Cold Patch Asphalt (Crack Filler)



SUBJECT FOR DISCUSSION

Revision of the City of Fort Lupton Storm Drainage Design and Technical Criteria.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

A revision to the City's Storm Drainage Criteria has been authorized by the City Administrator.

Section 1.5 Amendment and Revision of the approved Storm Drainage Criteria Manual states:

These CRITERIA may be amended as new technology is developed and/or experience is gained in the use of these CRITERIA indicating a need for revision. It is the intent of the City Council to vest wide rule-making authority in the City Manager to the extent such rule-making authority is exercised consistent with the objectives of these CRITERIA. For the purpose of avoiding City Council involvement in the technical refinement of these CRITERIA, the City Council finds that such responsibility is best delegated to the CITY's technical staff acting under the supervision of the City Manager. Thus, the City Manager or designated representative shall have the full power and authority to amend the rules and regulations presented in these CRITERIA. Such amendments to the rules and regulations shall be effective immediately upon their approval by the City Manager or designated representative who shall certify their incorporation into these CRITERIA with a written addendum to these CRITERIA.

The designation of "City Manager" is understood to mean City Administrator. The revised sections have been posted to the City's web site.

Section 1.8 Interpretation - is revised to add the following paragraph after the third paragraph.

Final determination of appropriateness and interpretation of these CRITERIA shall rest with the City Engineer, as designated by the City Manager.

Section 14 Detention Facilities - is revised to highlight the intent of this section for being used in the design and evaluation of detention facilities.

Section 14.3.2 Release Rates - revised to highlight the design of detention facility release rate. Added note to Maximum "Historic" Site Runoff Rates table referencing the Mile High Flood District's predevelopment 100-year discharge. And indicating the use of the table factors is for the purpose of reducing downstream conveyance facilities.

FINANCIAL CONSIDERATIONS

Not Applicable

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

Attachments:

- a. Chapter 1 General Provisions (with edits)
- b. Detention Facilities (with edits)

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

SECTION 1
GENERAL PROVISIONS
Rev. February 22, 2024

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**CITY OF FORT LUPTON
STORM DRAINAGE DESIGN AND TECHNICAL CRITERIA**

SECTION 1 GENERAL PROVISIONS

1.1 TITLE

These regulations together with all future amendments shall be known as the "City of Fort Lupton Storm Drainage Design and Technical Criteria" (hereafter called CRITERIA) being part of the City of Fort Lupton Municipal Code, as amended (hereafter called CODE).

1.2 APPLICABILITY

These CRITERIA shall apply to all land within the City of Fort Lupton (hereafter called CITY). These CRITERIA shall apply to all facilities constructed within CITY right-of-way, easements dedicated for public use, and to all privately owned and maintained stormwater facilities.

1.3 PURPOSE

Presented in these CRITERIA are the minimum design and technical criteria for the analysis and design of storm drainage facilities. All subdivisions, re-subdivisions, planned unit developments, or any other proposed construction submitted for approval under the provisions of the CODE shall include an adequate storm drainage system analysis and appropriate storm drainage system construction plans in conformance with the requirements of these CRITERIA. The CITY shall have the right to require additional information with any phase of the analysis as conditions may warrant.

1.4 STATUS

The City of Fort Lupton Storm Drainage Design and Technical Criteria has been enacted by ordinance pursuant to applicable sections of the Municipal Code of the CITY and Title 31 of Article 16 of the Colorado Revised Statutes and shall have the same force and effect as all other ordinances of the CITY.

1.5 AMENDMENT AND REVISIONS

These CRITERIA may be amended as new technology is developed and/or experience is gained in the use of these CRITERIA indicating a need for revision. It is the intent of the City Council to vest wide rule-making authority in the City Manager to the extent such rule-making authority is exercised consistent with the objectives of these CRITERIA. For the purpose of avoiding City Council involvement in the technical refinement of these CRITERIA, the City Council finds that such responsibility is best delegated to the CITY's technical staff acting under the supervision of the City Manager. Thus, the City Manager or designated representative shall have the full power and authority to amend

the rules and regulations presented in these CRITERIA. Such amendments to the rules and regulations shall be effective immediately upon their approval by the City Manager or designated representative who shall certify their incorporation into these CRITERIA with a written addendum to these CRITERIA.

1.6 ENFORCEMENT RESPONSIBILITY

It shall be the duty of the City Council acting through the Director of Community Development or designated representative to enforce the provisions of these CRITERIA.

1.7 REVIEW AND ACCEPTANCE

The Public Works Director/City Engineer or designated representative shall have the full authority to review the analysis and design of storm drainage facilities for compliance with these CRITERIA. An acceptance by the Public Works Director/City Engineer or designated representative does not relieve the owner, engineer, or designer from the responsibility of ensuring that the calculations, plans, specifications, construction, and record drawings are in compliance with these CRITERIA. Any acceptance by the Public Works Director/City Engineer shall not result in any liability to the CITY or the Public Works Director/City Engineer for any claim, suit, loss, damage, or injury resulting from the use or implementation of the accepted drainage analysis documents. Nothing in these CRITERIA shall be construed to circumvent Section 11-6-5(B)3 of the CODE pertaining to the responsibility for reports, studies, and designs.

The Urban Drainage & Flood Control District (UDFCD) may be requested to review the drainage reports and construction plans required by these CRITERIA where major drainageway improvements are proposed, the storm drainage system outlets directly to a major drainageway, or the 100-year floodplain delineation is to be modified. In these cases, all drainage reports and construction plans must be prepared in accordance with UDFCD policies and criteria, construction drawings must be approved by UDFCD prior to construction, and the storm drainage system improvements must be inspected and accepted by UDFCD for inclusion in their Maintenance Program.

The CITY is a participant in the National Flood Insurance Program (NFIP) which is administered by the Federal Emergency Management Agency (FEMA). As such, if the proposed construction encroaches, alters, or modifies the 100-year floodplain as regulated by the Federal Emergency Management Agency (FEMA), it shall be the developer's responsibility and financial obligation to meet and fulfill all of FEMA's rules and regulations with respect to the NFIP and to prepare any revisions and appeals that may be necessary as a result of the proposed development.

1.8 INTERPRETATION

In the interpretation and application of the provisions of these CRITERIA, the following shall govern:

In its interpretation and application, the provisions of these CRITERIA shall be regarded as the minimum requirements for the protection of the public health, safety, comfort, convenience, prosperity, and welfare of the residents of the CITY.

Whenever a provision of these CRITERIA or any provision in any law, ordinance, resolution, rule, or regulation of any kind contain any restriction covering any of the same subject matter, whichever restrictions are more restrictive or impose higher standards of requirements shall govern.

Final determination of appropriateness and interpretation of these CRITERIA shall rest with the City Engineer, as designated by the City Manager.

These CRITERIA shall not abrogate or annul any permits, accepted storm drainage reports, approved construction plans, easements, or covenants granted before the effective date of these CRITERIA.

1.9 ADAPTATIONS

Adaptations from these CRITERIA must be requested and may be considered at the discretion of the Director of Community Development or designee on a case-by-case basis. No adaptation shall be considered without clear and convincing evidence produced by the requesting party indicating that it is not feasible or practical to meet the CRITERIA; and that the adaptation would not adversely affect the protection of the health, safety, convenience, prosperity, or welfare of the public. Such evidence in support of the adaptation shall be contained in a required drainage report. Acceptance of the drainage report by the CITY shall constitute approval of the adaptation. The requesting party agrees to indemnify and hold harmless the CITY, its agents, and its employees from and against all claims, damages, losses, and expenses including but not limited to attorney's fees arising out of or resulting from the adaptation.

1.10 ABBREVIATIONS

As used in these CRITERIA, the following abbreviations shall apply:

ASTM	American Society for Testing and Materials
BMP	Best Management Practice
CDOT	Colorado Department of Transportation
CLOMR	Conditional Letter of Map Revision
CLOMA	Conditional Letter of Map Amendment
CMP	Corrugated Metal Pipe
CMPA	Corrugated Metal Pipe Arch
CWCB	Colorado Water Conservation Board
FEMA	Federal Emergency Management Agency
FHAD	Flood Hazard Area Delineation
FIRM	Flood Insurance Rate Map
FIS	Flood Insurance Study
HDPE	High Density Polyethylene Pipe
HERCP	Horizontal Elliptical Reinforced Concrete Pipe
LOMR	Letter of Map Revision
LOMA	Letter of Map Amendment
MP	Master Plan
NFIP	National Flood Insurance Program
NRCP	Non-Reinforced Concrete Pipe
ODP	Official Development Plan
PDP	Preliminary Development Plan
PUD	Planned Unit Development
PVC	Polyvinyl Chloride Pipe
RCBC	Reinforced Concrete Box Culvert
RCP	Reinforced Concrete Pipe
ROW	Right-of-Way
SCS	Soil Conservation Service
SPP	Structural Plate Pipe
SPPA	Structural Plate Pipe Arch
USGS	United States Geological Survey
USACE	United States Army Corp of Engineers

1.11 DEFINITIONS

As used in these CRITERIA, the following definitions shall apply:

CITY	The City of Fort Lupton
CODE	The City of Fort Lupton Municipal Code
CRITERIA	The City of Fort Lupton Storm Drainage Design and Technical Criteria

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STANDARD The City of Fort Lupton Design Standards for Public Improvements

SPECIFICATIONS The City of Fort Lupton Construction Specifications for Public Improvements

MANUAL The Urban Storm Drainage Criteria Manual

UDFCD Urban Drainage and Flood Control District, the special drainage district established by the Colorado Legislature, Senate Bill 202, on June 14, 1969 (1973 CRS 32-11-102, et. seq.)

Major Drainageway System - See Section 3.2.5.

Minor Drainageway System - All storm drainage systems (including storm sewer, open channel, etc.) not classified as a major drainageway system.

Local Drainage System - Part of the minor drainageway system. See Section 3.3.4.

Major Drainageway Basin - Any basin which has a tributary area equal to or greater than that defined in Section 3.2.5.

Minor Drainageway Basin - Any basin which has a tributary area less than that defined in Section 3.2.5.

Major Drainage System (Major Storm) - A drainage system designed for the major storm event which includes the minor drainage system. See Section 3.4.2.

Minor Drainage System (Minor Storm) - A drainage system designed for the minor storm event. See Section 3.4.2.

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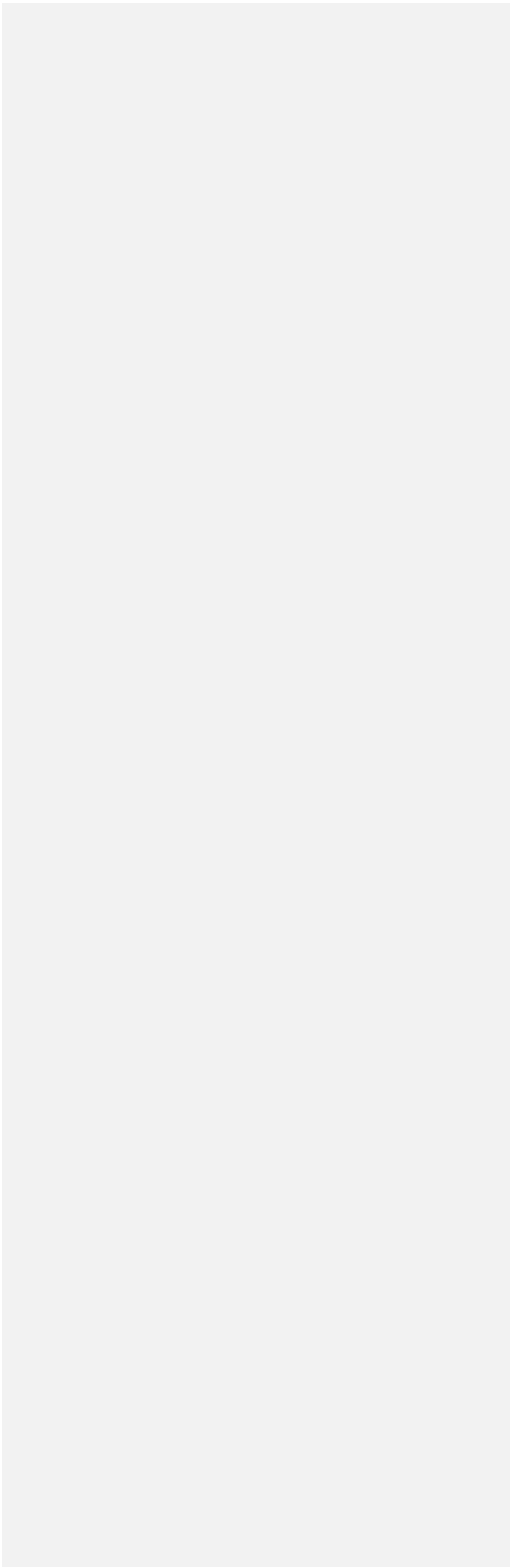
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SECTION 14
DETENTION FACILITIES
Rev. February 22, 2024



**CITY OF FORT LUPTON
STORM DRAINAGE DESIGN AND TECHNICAL CRITERIA**

SECTION 14 DETENTION FACILITIES

14.1 INTRODUCTION

The criteria presented in this section **shall be used in the design and evaluation of detention facilities**. The main purpose of a detention facility is to store the excess storm runoff associated with an increased basin imperviousness due to development and discharge this excess runoff at the runoff rate experienced from the basin without development. The value of such detention facilities is discussed in Section 3.3.6. Any special design conditions and criteria, which are not defined by these CRITERIA, shall be reviewed and approved by the Public Works Director/City Engineer before proceeding with design.

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14.2 DETENTION PONDS

All **development sites** within the CITY shall have an on-site detention pond. All detention facilities, unless designated as regional detention facilities by the CITY, are to be privately owned and maintained.

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All detention ponds must have a three-stage outlet structure to control the water quality release rate, the minor storm (5-year) release rate, and the major storm (100-year) release rate.

Two types of detention ponds are allowed by the CITY: grass-lined and parking lot. For a grass-lined detention pond, the entire major storm storage volume is contained within a grassed area. For parking lot detention, the minor storm storage volume and water quality volume is contained within a grassed area while the parking lot can store the additional volume required for the major storm within certain depth criteria.

14.3 DESIGN CRITERIA

14.3.1 Design Frequency

All detention facilities must be designed to detain the water quality, minor storm, and major storm runoff volumes as set forth in Section 3.3.6.

14.3.2 Release Rates

The total maximum runoff rates from a **developed site's detention facility** are given in the following table. These runoff rates are considered to be the "historic" runoff rates. The predominate soil

group for the site area shall be used for determining the maximum “historic” runoff rate. Information on the soil types in the CITY can be found in Reference 25.

MAXIMUM “HISTORIC” SITE RUNOFF RATES - CFS/ACRE

CONTROL FREQUENCY	SOIL GROUP		
	A	B	C & D
Water Quality	Refer to MANUAL Volume 3		
5-year	0.07	0.13	0.17
100-year	0.50	0.85	1.00

MHFD Criteria Manual – Chapter 12, 4.1.2

“The predevelopment 100-year unit discharge for specific soil types per acre of tributary catchment varies based on the watershed slope and the watershed shape.” The City maintains the indicated maximum “historic” runoff rate for purposes reducing downstream conveyance facilities.

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These “historic” runoff rates are the total maximum runoff rates allowed from the site only for purposes of designing release rates from detention facilities. If the entire site is not tributary to the on-site detention pond, the on-site detention pond must be modified (i.e. the pond volume must be increased and the release rates must be decreased) to compensate for that portion of the site that the runoff is not detained.

14.3.3 Volume Requirements

All detention facilities must be designed to detain the water quality, minor storm, and major storm site runoff to the “historic” site release rates given in Section 14.3.2. The water quality storage volume may be included in the storage volume available for the major storm but not for the minor storm.

For basins less than 90 acres, the required detention pond storage volumes shall be calculated using the empirical equations or the FAA method as outlined below. For basins greater than 90 acres, hydrograph routing procedures are to be used in the design of the detention ponds.

1. Water Quality Volume

The water quality volume shall be designed in accordance with the MANUAL. The design water quality volume shall be computed as follows:

$$\text{Design Volume} = (\text{WQCV}/12) * \text{Area} * 1.2 \quad (14-1)$$

Where: WQCV (watershed inches) = per the MANUAL

Area = tributary area, acres

1.2 = multiplier to account for sediment accumulation

2. Empirical Equations for Minor and Major Storm Storage Volumes

The following empirical equations can only be used if the entire site is tributary to the on-site detention pond.

Minimum Detention Volume:

$$V = KA \quad (14-2)$$

For the major storm,

$$K_{100} = (1.78I - 0.002I^2 - 3.56)/1000 \quad (14-3)$$

For the minor storm,

$$K_5 = (0.77I - 2.26)/1000 \quad (14-4)$$

Where: V = required volume (acre-feet)
 I = developed basin imperviousness (%)
 A = tributary area (acres)

3. FAA Method for Minor and Major Storm Storage Volumes

If the entire site is not tributary to the on-site detention pond, the pond volume must be increased and the release rate decreased in order to compensate for the undetained site runoff. The maximum pond release rate is calculated as the total site 'historic' runoff rate per Section 14.3.2 minus the undetained flowrate. Thus, the peak flow from the entire site meets the 'historic' runoff rate criteria.

In order to determine the required detention pond volume, a simplified hydrograph routing procedure is used. Table 1401 presents the form to be used with this procedure. The pond inflow volume is determined; the outflow volume is calculated based on the required pond release rate; the required detention volume is then the difference between the inflow volume and the outflow volume.

14.3.4 Outlet Structure

Two typical detention pond outlet configurations are presented on Figure 1401. Other outlet configurations may be permitted provided they meet the requirements of the permitted release rates and include proper provisions for maintenance and reliability.

As shown on Figure 1401, a Type 1 outlet consists of a water quality control outlet, a grated drop inlet, an outlet pipe, a weir for the major storm, and an emergency spillway. The release rate for the water quality detention is controlled by the water quality outlet with the designed water surface elevation at the crest of the drop inlet box. The minor storm water surface elevation is at the crest of the major storm weir with the minor storm release rate controlled by either an orifice plate or the outlet pipe. An orifice plate at the entrance of the outlet pipe may be required to control the release

rate. The outlet pipe must have an adequate slope to ensure throat control in the pipe. The difference in the flow rate between the major storm release rate and the flow released through the minor storm outlet is released through the major storm weir. An emergency spillway is required with sufficient capacity to pass twice the flowrate from the major storm entering the detention facility.

A Type 2 outlet consists of a water quality control outlet, a grated drop inlet with an orifice opening for the minor storm release, an outlet pipe with an orifice plate to control the major storm release, and an emergency spillway. The release rate for the water quality detention is controlled by the water quality outlet with the designed water surface elevation at the invert of the minor storm orifice. The minor storm water surface elevation is at the crest of the drop inlet box with the minor storm release rate controlled by an orifice opening in the drop inlet box. The major storm release is controlled at the throat of the outlet pipe. The outlet pipe must have an adequate slope to ensure throat control in the pipe. The water surface elevation for the major storm is at the crest of the emergency spillway. An emergency spillway is required to pass twice the flowrate from the major storm entering the detention facility.

14.3.5 Hydraulic Design Data

The hydraulic design data for detention facilities outlet works is as follows.

1. Water Quality Outlet

The water quality outlet shall be designed per the MANUAL.

2. Orifice Flow

The equation governing the flow through an orifice opening is shown below:

$$Q = C_d A (2gh)^{1/2} \quad (14-5)$$

Where: Q = discharge (cfs)
 C_d = orifice coefficient
 A = area (ft²)
 g = gravitational constant (32.2 ft/sec²)
 h = head on the orifice measured from the centerline of the orifice (ft)

An orifice coefficient (C_d) value of 0.65 shall be used for the sizing of square edged orifice openings. The minimum orifice opening will be 3-inch diameter or 3-inch rise for non-round openings.

3. Weir Flow

The flow for horizontal crested weirs is given by the following equation:

$$Q = CLH^{3/2} \quad (14-6)$$

Where: Q = discharge (cfs)
 C = weir coefficient (see Table 1103)
 L = horizontal length (feet)
 H = total energy head (feet)

For a v-notch weir, the flow equation is as follows:

$$Q = 2.5 \tan (\theta/2) H^{5/2} \quad (14-7)$$

Where: θ = angle of the notch at the apex (degrees)
 Q = discharge (cfs)
 H = total energy head (feet)

When designing or evaluating weir flow, the effects of submergence due to the tailwater condition must be considered. A check on weir submergence can be made by comparing the tailwater elevation to the headwater elevation.

4. Drop Inlet Structure

The drop inlet box shall have a grate on top with a minimum area of no less than twice the required orifice opening. The minimum box dimensions are 3-foot by 3-foot or a 4-foot diameter manhole to provide for construction and maintenance access. The crest of the drop inlet box shall have a sufficient weir length to pass twice the minor storm release rate for the Type 1 outlet structure and twice the major storm release rate for the Type 2 outlet structure. The effective weir length (L) for the crest is the sum of three sides of the drop inlet box or $\frac{3}{4}$ of the circumference of the manhole. This design ensures that the control of the discharge occurs at the throat of the outlet pipe or orifice.

5. Outlet Pipe

The minimum diameter of the outlet pipe is 15-inches. The outlet pipe shall have adequate slope to ensure that the discharge is controlled at the throat of the pipe. The tailwater conditions of the outlet pipe must be taken into consideration. Erosion protection may be required at the pipe outlet in accordance with Section 12.

6. Major Storm Weir

A spillway for the major storm event is constructed with a Type 1 outlet structure. The conveyance capacity of the weir is limited to the maximum major storm release rate at the design weir depth.

Figure 1402 provides a detail of the typical spillway, which consists of a cut-off wall and buried rip-rap on the downstream embankment. No structures shall be permitted in the flow path of the spillway.

7. Emergency Spillway

Whenever a detention pond uses an embankment to contain water, the embankment shall be protected from catastrophic failure due to overtopping. Overtopping can occur when the pond outlets become obstructed or when a larger than major storm occurs. The emergency spillway shall have a minimum conveyance capacity of twice the major storm flowrate computed entering the detention facility. The crest of the emergency spillway shall be at the water surface elevation for the major storm event.

Figure 1402 provides a detail of the emergency spillway, which consists of a cut-off wall and buried rip-rap on the downstream embankment. No structures shall be permitted in the path of the emergency spillway

8. Trash Racks

Trash racks may be required at the outlet structure as designated by the CITY. Trash racks prevent debris from blocking the outlet structures during a storm event as well as provide a safety barrier. The centralized collection point also created by the trash rack allows for routine cleaning and hauling away of debris, which further protects the outlet structures from blockage during storm events. The design criteria is outlined in Chapter 7.

• **B. Retention Criteria.**

1. Retention facilities are not allowed in the City without the issuance of a variance.
2. Retention facilities must be designed to contain 1.5 times the volume of the runoff generated by the 24-hour, 100-year storm, plus 1 foot of freeboard.
3. The design of the retention facility must include an emergency spillway and must show that a spill will not adversely impact downstream properties or residences. The spillway must be designed in accordance with the detention pond spillway requirements.
4. The design of the retention facility must provide evidence that the pond will drain through the bottom (sides slopes cannot be used in calculation) in less than 72 hours. A retention pond that does not drain in less than 72 hours, can cause injury to water rights, or is in violation of state or federal law will not be accepted.

14.4 DESIGN STANDARDS FOR GRASS-LINED DETENTION PONDS

Table 1402 shall be used to assist in the design of the detention pond.

14.4.1 Depth Requirements

The maximum design depth of ponding in the major storm shall be 5 feet.

14.4.2 Grading Requirements

Slopes on earthen embankments shall not be steeper than 4 (horizontal) to 1 (vertical). All earthen slopes shall be covered with topsoil and re-vegetated with grass. The minimum bottom slope shall be 3.0 percent measured perpendicular to the trickle channel.

Detention ponds, which are designated as a park or other multi-use area, may have additional requirements as determined by the CITY on a case-by-case basis.

14.4.3 Freeboard Requirements

The minimum freeboard is 1.0 foot above the computed water surface elevation for the major storm.

14.4.4 Trickle Channel

All detention ponds shall include a concrete trickle channel. The trickle channel criteria is presented in Section 7.4.2.6. The minimum longitudinal slope of the trickle channel shall be 1.0 percent.

14.4.5 Vegetation Requirements

All detention ponds shall be re-vegetated with either irrigated sod or native grasses in accordance with the Official Development Plan.

14.4.6 Maintenance

Adequate maintenance access and easements will be provided per Section 3.3.7.

14.5 DESIGN STANDARDS FOR PARKING LOT DETENTION

A grass-lined pond area will capture and store the water quality volume and minor storm volume. A parking lot can provide the additional storage volume required for the major storm within certain depth criteria. All of the criteria given in Section 14.4 apply with the following modifications and additions.

14.5.1 Depth Limitation

The maximum allowable design depth of ponding in the parking lot for the major storm shall be 12 inches. The total maximum depth of the pond from the invert elevation of the outlet structure to the water surface elevation for the major storm shall be 5 feet.

14.5.2 Rundown Channel

A curb cut and rundown channel shall be provided to allow the conveyance of the runoff from the parking lot to the pond invert with minimal erosion in the pond bank. The design criteria for the rundown channel is given in Section 7.7.

14.5.3 Maintenance

Maintenance access to the outlet structure shall be provided in accordance with Section 3.3.7. The outlet structure shall be designed to minimize unauthorized modifications.

14.6 DESIGN EXAMPLES

Example 1: Detention Design

Given: A site that has the following characteristics:

Basin Area (A)	26 acres
Basin Imperviousness (I)	55%
Predominate Soil Group	D
Entire site is tributary to the detention pond	

Required: Water quality, minor storm (5-year), and major storm (100-year) storage volumes and release rates.

Solution:

Step 1: Since the entire site is tributary to the pond, the empirical equations can be used. Determine K_{100} using Equation 14-3:

$$\begin{aligned} K_{100} &= (1.78I - 0.002I^2 - 3.56)/1000 \\ &= (1.78(55) - 0.002(55)^2 - 3.56)/1000 \\ &= 0.0883 \end{aligned}$$

Step 2: Determine K_5 using Equation 14-4:

$$K_5 = (0.77I - 2.26)/1000$$

$$= 0.0401$$

Step 3: Determine the minimum required 100-year storage volume using Equation 14-2:

$$V_{100} = KA$$

$$= 0.0883 \times 26 \text{ acres}$$

$$= 2.30 \text{ acre-feet} = 100,190 \text{ ft}^3$$

Step 4: Determine the minimum required 5-year storage volume:

$$V_5 = KA$$

$$= 0.0401 \times 26 \text{ acres}$$

$$= 1.04 \text{ acre-feet} = 45,400 \text{ ft}^3$$

Step 5: Determine the maximum allowed 100-year release rate:

$$Q_{100} = 1.00 A$$

$$= 1.00 \times 26 \text{ acres}$$

$$= 26.0 \text{ cfs}$$

Step 6: Determine the maximum allowed 5-year release rate:

$$Q_5 = 0.17 A$$

$$= 0.17 \times 26 \text{ acres}$$

$$= 4.4 \text{ cfs}$$

Step 7: Determine the minimum required water quality volume:

$$WQCV \text{ (watershed inches)} = 0.14 \text{ from the MANUAL}$$

$$\text{Design Volume} = (0.14/12) \times 26 \text{ acres} \times 1.2$$

$$= 0.4 \text{ acre-feet}$$

Example 2: Detention Pond Outlet Structure Design

Given:

Site characteristics given in Example 1	
Storage volume requirements as per Example 1	
Maximum 100-yr release rate	26.0 cfs
Maximum 5-year release rate	4.4 cfs
Type 2 outlet (refer to Figure 1401)	
100-year water surface elevation	106.0
5-year water surface elevation	104.5
Water quality pond elevation	102.5
100-year outlet pipe invert elevation	101.0

5-year outlet orifice invert elevation	102.5
Water Quality outlet orifice invert elevation	101.5
diameter of outlet pipe	24-inch

Required: Sizing of outlet structure

Solution:

Step 1: Determine the 5-year orifice opening size:

Assume the depth to centerline of orifice is 1.5 foot since orifice opening size is unknown.

$$\begin{aligned}
 A &= Q / (C_d (2gh)^{1/2}) && \text{(Rearranged Equation 14-4)} \\
 &= 4.4 / (0.65 (2(32.2)(1.5))^{1/2}) \\
 &= 0.69 \text{ ft}^2
 \end{aligned}$$

Step 2: Determine 5-year orifice diameter:

$$\begin{aligned}
 \text{Diameter} &= (4A / 3.1416)^{1/2} \\
 &= (4(0.69) / 3.1416)^{1/2} \\
 &= 0.94 \text{ feet about 1.0 feet (12-inches)}
 \end{aligned}$$

Check the depth to centerline of orifice assumption:

Depth = (water surface elevation) - (orifice invert elevation) - (half of the rise dimension of the orifice opening)

$$\text{Depth} = 104.5 - 102.5 - 1/2(1) = 1.5 \text{ feet}$$

If the depth assumption is incorrect, repeat step 1.

Step 3: Size the orifice plate for 100-year pipe outlet (the pipe outlet is given as a 24" RCP):

$$\begin{aligned}
 \text{Head (h)} &= 106.0 - 101.0 - 1/2(2) = 4.0 \text{ ft} \\
 A &= Q / (C_d (2gh)^{1/2}) && \text{(Rearranged Equation 14-4)} \\
 A &= 26.0 / (0.65 ((2(32.2)(4.0))^{1/2})) \\
 A &= 2.49 \text{ ft}^2
 \end{aligned}$$

Step 4: Determine the 100-year orifice diameter:

$$\begin{aligned}
 \text{Diameter} &= (4A / 3.1416)^{1/2} \\
 &= ((4)(2.49) / 3.1416)^{1/2} \\
 &= 1.8 \text{ feet} = 22 \text{ inches}
 \end{aligned}$$

An orifice plate must be installed on the outlet pipe since the required orifice opening is less than the outlet pipe diameter.

Check the depth to centerline of orifice assumption:

Depth = (water surface elevation) - (orifice invert elevation) - (half of the rise dimension of the orifice opening)

$$\text{Depth} = 106.0 - 101.0 - 1/2(22/12) = 4.1 \text{ feet}$$

If the depth assumption is incorrect, repeat step 3.

Step 5: Determine the minimum box dimensions (i.e., weir length) to assure control at the pipe inlet.

$$L = 2 \times Q_{\text{weir}} / (CH^{3/2}) \quad (\text{Equation 14-5})$$

C = 3.4 from Table 1103

H = 100-year water surface – the 5-year water surface (top of drop inlet structure) = 106.0 – 104.5 = 1.5

$$L = 2 \times 26 / ((3.4)(1.5)^{3/2})$$

L = 8.3 feet

Since required weir length is only 8.3 feet, the minimum box size of 3-feet x 3-feet is selected.

Step 6: Check minimum size for grate opening area:

Minimum area = 2 x 100-year orifice opening area

$$= (2)(1.8)$$

$$= 3.6 \text{ ft.}^2$$

Since box opening area is 3-ft x 3-ft = 9 sq.ft., then the design requirements for the grate are satisfied.

Step 7: Determine the dimensions of the emergency spillway:

The undetained 100-year flow into the detention pond is 78 cfs.

$$L = Q_{\text{weir}} / (CH^{3/2}) \quad (\text{Equation 14-5})$$

C = 3.4 from Table 1103

Assume a weir head of 1-foot since this is the required freeboard.

$$L = 78 / (3.4)(1)^{3/2}$$

L = 23 feet

Use a weir length of 23 feet for the emergency spillway since the weir length is not excessive. If a shorter weir length was needed, the depth of flow over the weir (the pond freeboard) would be increased.

Step 8: Determine the Water Quality Outlet Perforation Design

Assume water quality storage depth = 1 foot

Required Area per row = 2.5 sq. in. from the MANUAL
Perforation Sizing – 2 columns of 1 ¼ inch holes from the MANUAL

14.7 CHECKLIST

To aid the designer and reviewer, the following checklist has been prepared:

1. Detention pond side-slopes are to be 4:1 or flatter.
2. Minimum freeboard of 1 foot above the major storm water surface elevation is required.
3. Maximum pond depth is 5 feet. Maximum depth of ponding in a parking lot is 12 inches.
4. Detention ponds must include trickle channels.
5. Three-stage outlet structures are to be designed for the water quality, minor storm, and major storm release rates.
6. Emergency spillways must be provided on all detention pond embankments.
7. Provide rundown channels as necessary.
8. Provide trash racks at outlet structures.
9. Provide erosion protection at the outlet of the outlet pipe.
10. Provide maintenance access and required easements.

Table 1401
Detention Pond Sizing
FAA Method

Basin Area = _____ acres

Weighted Runoff Coefficient C₅ (5-year) = _____

Weighted Runoff Coefficient C₁₀₀ (100-year) = _____

Time (min)	5-year Rainfall Intensity (in/hr)	100-year Rainfall Intensity (in/hr)	C x A	Inflow Volume (ft ³)	Release Rate (cfs)	Outflow Volume (ft ³)	Required Detention Volume (ft ³)	Required Detention Volume (ac-ft)
(1)	(2)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
5	4.92	9.48						
10	3.84	7.32						
15	3.24	6.16						
20	2.80	5.45						
25	2.50	4.85						
30	2.24	4.28						
35	2.08	3.95						
40	1.91	3.70						
45	1.78	3.45						
50	1.65	3.22						
55	1.54	3.00						
60	1.42	2.71						

(4) = (3) x (2) x (1) x 60

(5) = allowable detention pond release rate

(6) = (5) x (1) x 60

(7) = (4) – (6)

(4) = $((\text{area1} + \text{area2} + (\text{area1} * \text{area2})^{1/2}) * \text{incremental depth}) / 3$

Required Water Quality Pond Volume = _____

Water Quality Pond Water Surface Elevation = _____

Water Quality Pond Depth = _____

Water Quality Release Rate = _____

Required Minor Storm Pond Volume = _____

Minor Storm Water Surface Elevation = _____

Minor Storm Depth = _____

Minor Storm Release Rate = _____

Required Major Storm Pond Volume = _____

Major Storm Water Surface Elevation = _____

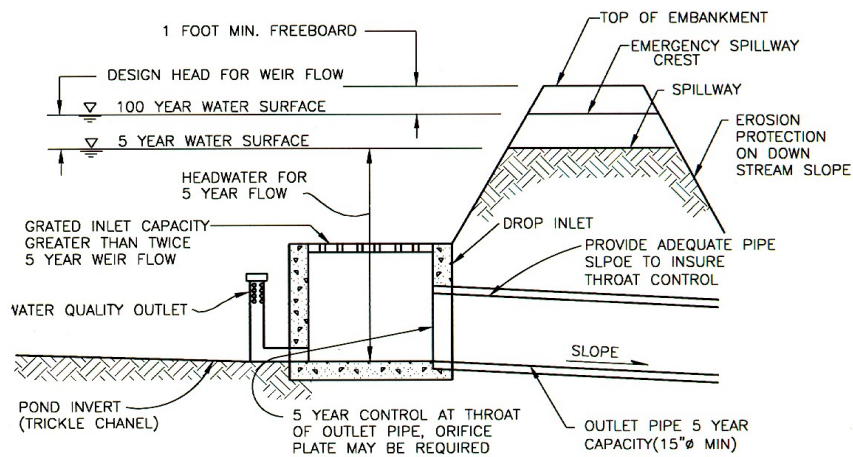
Major Storm Depth = _____

Major Storm Depth in parking lot = _____

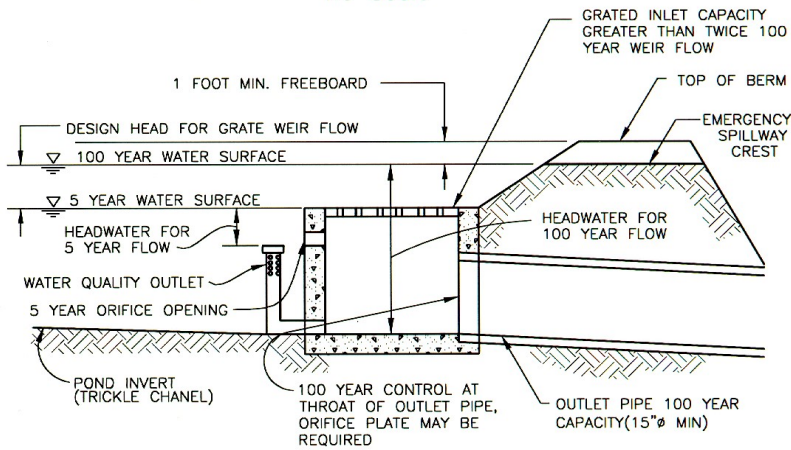
Major Storm Release Rate = _____

Required Major Storm Pond Volume = _____
Major Storm Water Surface Elevation = _____
Major Storm Depth = _____
Major Storm Depth in parking lot = _____
Major Storm Release Rate = _____

Figure 1401
Detention Pond Outlet Configurations



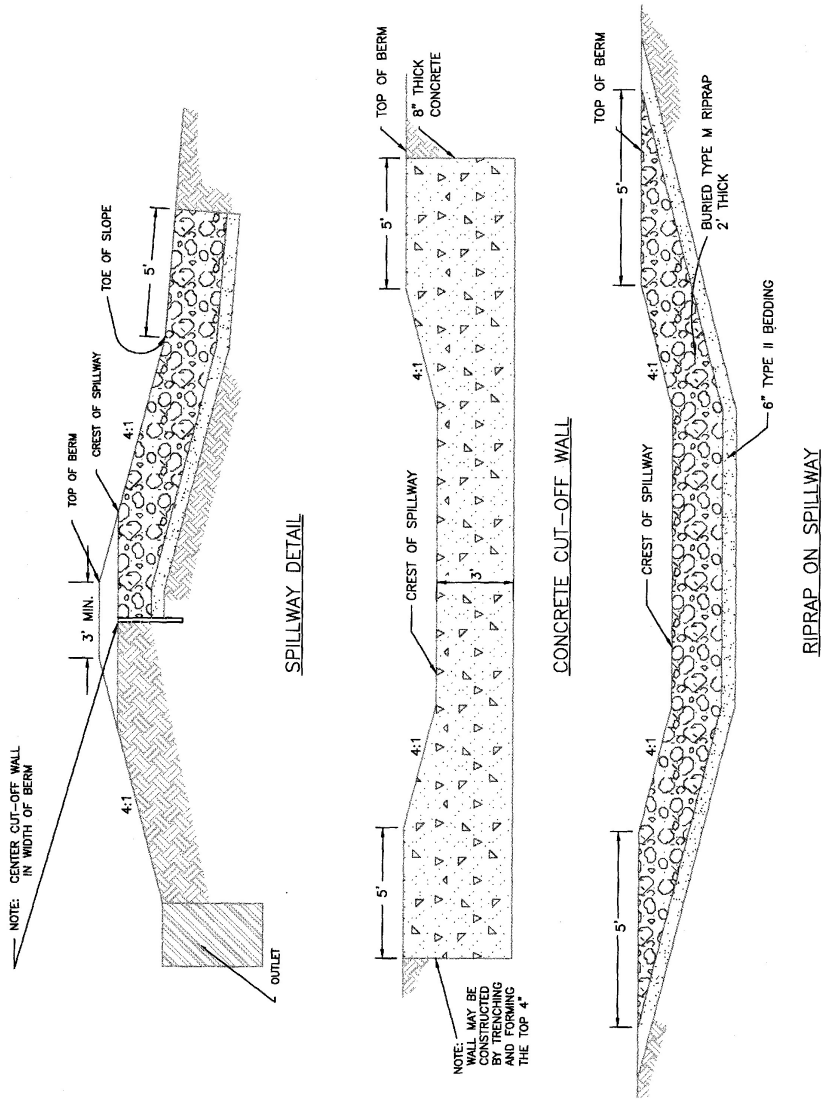
TYPE 1 OULET
No Scale



TYPE 2 OULET
No Scale

Reference: WRC Engineering, Inc.

Figure 1402
Typical Spillway Detail



14-16



Upcoming Events

- | | |
|----------------|---|
| March 6, 2024 | Coffee with a Cop
Hard Bean Coffee, 107 Dales Place, 8:00 a.m. |
| March 9, 2024 | Hope at Miracle House 4 th Annual Walkabout and Pancake
Breakfast, 942 Denver Ave. 8:00 a.m. – 11:00 A.m. |
| March 30, 2024 | Easter Egg Hunt – Pearson Park, 12285 State Hwy 52, Fort
Lupton, CO 80621, 9:00 a.m. |