



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, August 20, 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

You may join in person or join remotely by clicking on:
<https://global.gotomeeting.com/join/353347597>

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. August 20, 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. August 6, 2024 City Council Meeting Minutes
- b. AM 2024-138 Approving Award of Contract to Generator Source for an Amount Not to Exceed \$99,533.23 for the Emergency Replacement of the Transfer Switch at the Potable Pump House from the Utility Fund

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

- a. AM 2024-142 Approve a Resolution for the JJ Kane Site Plan on Lot 4 of the North Land Planned Unit Development for a Building and Fenced Storage Yard Area as a Logistics Center for Items Auctioned in Monthly Online Auctions
- b. AM 2024-140 Approving an Ordinance of the City of Fort Lupton, Amending Portions of Chapter 16 – Development Code

Action Memorandum

- a. AM 2024-141 Approving an Ordinance of the City of Fort Lupton, Amending Chapter 18, Section 18-57 Amendments to the International Building Code
- b. Second Reading of the People's Ordinance 2024-1169 An Ordinance Amending Article XII of Chapter 6 and Article IV of Chapter 16 of the Fort Lupton Municipal Code Regarding the Regulation and Licensing of Regulated Marijuana Establishments as Authorized by the Colorado Constitution
- c. Second Reading of the People's Ordinance 2024-1170 An Ordinance Amending Article VIII of Chapter 4 of the Fort Lupton Municipal Code Regarding the Taxation of Regulated Marijuana Establishments

- d. Second Reading of Ordinance 2024-1171 Approving the Submission of a Ballot Question to the Registered Voters, a Ballot Question if the City Should Amend Ordinance 2024-1127 and the Municipal Code, to Allow for the Operation of a Limited Number of Licensed Marijuana Establishments Within Specific Zones, Declaring an Emergency, Setting the Title and Content of the Ballot for the Election.
- e. Second Reading of Ordinance 2024-1172 Approving the Submission of a Ballot Issue Pertaining to a Wholesale Marijuana Excise Tax of 1.5% with the Rate of Taxation Not to Exceed 4%; Declaring an Emergency, Setting the Title and Content of the Ballot for the Election
- f. AM 2024-143 Approving Changes to City Handbook Policy 218 Regarding City Vehicles
- g. AM 2024-139 Approve Change Order to Contract with Burns and McDonnell for Engineering Design Services for the Water Tower Project Design for an Amount Not to Exceed \$1,381,873.00 from the Utility Fund - Water Storage
- h. AM 2024-144 Award Change Order #2 to Contract with Vance Brothers, Inc. for an Amount Not to Exceed \$500,000.00 for the 2024 Crack Seal/Slurry Seal Project from Street Sales Tax Fund

Staff Reports

Mayor/Council Reports

Future City Events

- a. August 20, 2024 Upcoming Events

Upcoming Meetings

- a. August 27, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
September 3, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
September 10, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
September 17, 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: 08/07/2024 - 08/20/2024

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: Pooled Cash-Pooled Cash						
003612	JOHNSON MARK LLC	08/09/2024	Regular	0.00	364.11	103035
INV0001620	Invoice	08/09/2024	Case #2024C030141	0.00	364.11	
000108	AUSMUS LAW FIRM PC	08/13/2024	Regular	0.00	7,700.00	103036
8932	Invoice	08/01/2024	GF-2024 City Attorney Fees-Legal	0.00	6,500.00	
8938	Invoice	08/01/2024	GF-PROSECUTION SERVICES JULY 2024-C...	0.00	1,200.00	
003615	BAKER CONSTRUCTORS	08/13/2024	Regular	0.00	1,500.00	103037
080524	Invoice	08/05/2024	UF-HYD METER DEP REFUND-UB	0.00	1,500.00	
000160	BREAKTHRU BEVERAGE COLORADO	08/13/2024	Regular	0.00	672.04	103038
117044725	Invoice	08/01/2024	GOLF-BEVERAGES-PRO SHOP	0.00	672.04	
002853	BUCKEYE CLEANING CENTER	08/13/2024	Regular	0.00	3,141.20	103039
90599688	Invoice	07/23/2024	GOLF-JANITORIAL SUPPLIES-PRO SHOP	0.00	308.37	
90600539	Invoice	07/25/2024	GOLF-SUPPLIES-PRO SHOP	0.00	192.40	
90603226	Invoice	08/05/2024	REC-JANITORIAL SUPPLIES-REC CENTER	0.00	2,640.43	
000241	CITY OF FT LUPTON-UTIL INVOICE	08/13/2024	Regular	0.00	53,777.97	103040
110035001 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	1,588.75	
110036002 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	210.77	
110221001 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	509.65	
110222001 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	1,040.65	
11-02490-01 JUL...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	457.80	
110251001 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	1,534.53	
11-02521-01 JUL...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	136.14	
330025001 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	296.65	
330031001 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	1,205.35	
330045001 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	156.63	
330092001 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	317.65	
330166001 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	182.64	
330920000 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	34.67	
550055501 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	1,307.77	
550057001 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	623.70	
550057601 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	1,715.26	
550057701 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	7,661.65	
660092001 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	1,361.32	
770109501 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	357.79	
770116501 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	823.90	
77-02145-01 JUL...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	59.33	
770229001 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	1,580.71	
770229501 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	3,694.01	
770229601 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	41.69	
770231101 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	100.23	
990004001 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	178.93	
990004101 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	91.25	
990005001 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	274.64	
990006001 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	180.97	
990007001 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	362.52	
990008001 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	121.39	
990132001 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	25,380.27	
999910000 JULY...	Invoice	07/31/2024	Water/Sewer Bill-City	0.00	188.76	
Void		08/13/2024	Regular	0.00	0.00	103041
Void		08/13/2024	Regular	0.00	0.00	103042

Council Check Report

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
002651	COLORADO COMMUNITY MEDIA	08/13/2024	Regular	0.00	1,465.22	103043
116776	Invoice	07/26/2024	GF-LEGAL/PUBLIC NOTICES-	0.00	637.86	
117768	Invoice	08/09/2024	GF-PUBLIC/LEGAL NOTICES-CITY CL	0.00	827.36	
000307	COMCAST CABLE COMM, LLC	08/13/2024	Regular	0.00	178.64	103044
0116038 AUG24	Invoice	08/01/2024	REC-AUG 2024 PHONE SERVICES-REC CEN...	0.00	178.64	
003614	CONSTRUCTION CONCEPTS INC	08/13/2024	Regular	0.00	1,500.00	103045
080524	Invoice	08/05/2024	UF-HYD METER DEP REFUND-UB	0.00	1,500.00	
001374	EPOCH EYEWEAR	08/13/2024	Regular	0.00	459.39	103046
INV-019218	Invoice	07/31/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	459.39	
000445	EWING IRRIGATION PRODUCTS INC	08/13/2024	Regular	0.00	566.00	103047
22986014	Invoice	07/29/2024	GF-MULCH-PARKS	0.00	566.00	
000567	HIGH COUNTRY BEVERAGE CORP	08/13/2024	Regular	0.00	492.25	103048
W-6868761	Invoice	08/05/2024	GOLF-BEVERAGES-PRO SHOP	0.00	492.25	
003604	H-S ELECTRIC LLC	08/13/2024	Regular	0.00	1,760.00	103049
3293	Invoice	08/01/2024	Electrical Outlets Splash Park for Cameras	0.00	1,760.00	
000716	LEONARD B. MEDOFF, Ph.D.	08/13/2024	Regular	0.00	1,050.00	103050
062224	Invoice	07/01/2024	GF-PRE EMPLOYMENT PYCH EVAL-PD	0.00	350.00	
062924	Invoice	07/01/2024	GF-PRE-EMPLOYMENT PYSCH EVALUATIO...	0.00	350.00	
072024	Invoice	07/20/2024	GF-PRE-EMPLOYMENT PSYCH EVAL-PD	0.00	350.00	
003258	NOVOTX LLC	08/13/2024	Regular	0.00	20,500.00	103051
INV-00407	Invoice	08/01/2024	Elements annual subscription	0.00	20,500.00	
002265	QUADIENT FINANCE USA INC	08/13/2024	Regular	0.00	577.00	103052
80877446 MAY-J...	Invoice	07/28/2024	GF-POSTAGE RECHARGES 05/25/24-07/24...	0.00	577.00	
003433	RN CIVIL CONSTRUCTION, LLC	08/13/2024	Regular	0.00	320,342.38	103053
03	Invoice	07/31/2024	UF-PLANT EXPANSION PROJECT-WATER	0.00	320,342.38	
003613	ROMAN SALINAS MEMORIAL	08/13/2024	Regular	0.00	1,440.00	103054
080224	Invoice	08/02/2024	GF-SALINAS GOLF TOURNAMENT (3)-MISC	0.00	1,440.00	
003155	SHIRTS BY CHA LLC	08/13/2024	Regular	0.00	535.00	103055
2732	Invoice	07/30/2024	GF-BANNERS FOR TRAPPER'S DAY-COM E...	0.00	535.00	
001026	SPECIALTY CIGARS, LLC	08/13/2024	Regular	0.00	1,091.04	103056
US16-35403547	Invoice	07/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	709.81	
US16-35615586	Invoice	07/10/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	163.58	
US16-35688595	Invoice	07/16/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	217.65	
001052	SWIRE COCA-COLA, USA	08/13/2024	Regular	0.00	660.20	103057
42611243007	Invoice	08/02/2024	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	660.20	
001137	UNITED POWER	08/13/2024	Regular	0.00	61,449.54	103058
10553102 JULY24	Invoice	07/31/2024	United Power	0.00	22.85	
1194602 JULY24	Invoice	07/31/2024	United Power	0.00	1,345.88	
1195001 JULY24	Invoice	07/31/2024	United Power	0.00	4,815.05	
1195501 JULY24	Invoice	07/31/2024	United Power	0.00	2,622.80	
1195603 JULY24	Invoice	07/31/2024	United Power	0.00	1,067.02	
1195701 JULY24	Invoice	07/31/2024	United Power	0.00	208.94	
1196401 JULY24	Invoice	07/31/2024	United Power	0.00	36.54	
1207701 JULY24	Invoice	07/31/2024	United Power	0.00	21.24	
1215802 JULY24	Invoice	07/31/2024	GF-JULY 2024 ELECTRIC SERVICE (VET OFFI...	0.00	70.82	
1223101 JULY24	Invoice	07/31/2024	United Power	0.00	20.00	
1240301 JULY24	Invoice	07/31/2024	United Power	0.00	249.19	
1241801 JULY24	Invoice	07/31/2024	United Power	0.00	2,041.04	
1241903 JULY24	Invoice	07/31/2024	United Power	0.00	243.95	
1276101 JULY24	Invoice	07/31/2024	United Power	0.00	47.26	

Council Check Report

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1279801 JULY24	Invoice	07/31/2024	United Power	0.00	25.64	
1295501 JULY24	Invoice	07/31/2024	United Power	0.00	116.90	
1296101 JULY24	Invoice	07/31/2024	United Power	0.00	45.30	
1299501 JULY24	Invoice	07/31/2024	United Power	0.00	130.09	
1302801 JULY24	Invoice	07/31/2024	United Power	0.00	2,752.60	
1302901 JULY24	Invoice	07/31/2024	United Power	0.00	68.26	
1316801 JULY24	Invoice	07/31/2024	United Power	0.00	739.70	
1322501 JULY24	Invoice	07/31/2024	United Power	0.00	5,967.95	
1360303 JULY24	Invoice	07/31/2024	United Power	0.00	30.98	
13842400 JULY24	Invoice	07/31/2024	United Power	0.00	69.62	
14427100 JULY24	Invoice	07/31/2024	United Power	0.00	182.05	
15232500 JULY24	Invoice	07/31/2024	United Power	0.00	22.22	
17149700 JULY24	Invoice	07/31/2024	United Power	0.00	55.84	
17761600 JULY24	Invoice	07/31/2024	United Power	0.00	20.18	
17868800 JULY24	Invoice	07/31/2024	United Power	0.00	20.00	
18057500 JULY24	Invoice	07/31/2024	United Power	0.00	631.12	
18498400 JULY24	Invoice	07/31/2024	United Power	0.00	44.35	
18762100 JULY24	Invoice	07/31/2024	United Power	0.00	20.11	
19545100 JULY24	Invoice	07/31/2024	United Power	0.00	400.64	
19595600 JULY24	Invoice	07/31/2024	United Power	0.00	26.00	
20040100JULY24	Invoice	07/31/2024	United Power	0.00	199.42	
21675200 JULY24	Invoice	07/31/2024	United Power	0.00	207.99	
21675300 JULY24	Invoice	07/31/2024	United Power	0.00	52.61	
22185901 JULY24	Invoice	07/31/2024	United Power	0.00	20.41	
24165100 JULY24	Invoice	08/05/2024	GF-JULY24 ELECTRIC SERVICE (SPLASH PAD...	0.00	598.60	
3399301 JULY24	Invoice	07/31/2024	United Power	0.00	58.45	
6601202 JULY24	Invoice	07/31/2024	United Power	0.00	38.01	
6612303 JULY24	Invoice	07/31/2024	United Power	0.00	21.29	
6779701 JULY24	Invoice	07/31/2024	United Power	0.00	11,709.64	
704901 JULY24	Invoice	07/31/2024	United Power	0.00	12,219.16	
7225800 JULY24	Invoice	07/31/2024	United Power	0.00	20.73	
726705 JULY24	Invoice	07/31/2024	United Power	0.00	70.51	
7280200 JULY24	Invoice	07/31/2024	United Power	0.00	21.86	
733101 JULY24	Invoice	07/31/2024	United Power	0.00	215.02	
762901 JULY24	Invoice	07/31/2024	United Power	0.00	2,491.49	
803908 JULY24	Invoice	07/31/2024	United Power	0.00	7,787.80	
8976200 JULY24	Invoice	07/31/2024	United Power	0.00	1,534.42	
	Void	08/13/2024	Regular	0.00	0.00	103059
	Void	08/13/2024	Regular	0.00	0.00	103060
	Void	08/13/2024	Regular	0.00	0.00	103061
003398	UNIVERSITY AUTO PARTS	08/13/2024	Regular	0.00	95.38	103062
207769	Invoice	07/31/2024	GF-PARTS FOR JOHN DEER GATOR-STREETS	0.00	79.19	
208218	Invoice	08/05/2024	GF-PART FOR NEW HOLLAND TRACTOR-ST...	0.00	16.19	
001149	UTILITY NOTIFICATION CENTER	08/13/2024	Regular	0.00	403.77	103063
224070623	Invoice	07/31/2024	UF-RTL TRANSMISSIONS-ADMIN	0.00	403.77	
002132	VECTOR DISEASE CONTROL	08/13/2024	Regular	0.00	3,449.75	103064
PI-A00015023	Invoice	08/01/2024	Mosquito Control	0.00	3,449.75	
001156	VERIZON WIRELESS SVCS LLC	08/13/2024	Regular	0.00	6,024.46	103065
9970060596	Invoice	07/31/2024	Verizon Bill	0.00	6,024.46	
001189	WELD COUNTY ACCTG DEPART	08/13/2024	Regular	0.00	7,974.04	103066
JULY 2024	Invoice	07/31/2024	GF-JULY 2024 FUEL CHARGES-	0.00	7,974.04	
001212	WILLIAMS AND WEISS CONSULTING LLC	08/13/2024	Regular	0.00	3,655.00	103067
2013	Invoice	08/07/2024	WST-2024 Water Resource Planning-Water	0.00	3,655.00	
001217	WOHNRADE CIVIL ENGINEERS INC	08/13/2024	Regular	0.00	2,163.00	103068

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2578	Invoice	08/02/2024	SST-9th Street Extension Engineering-Stre...	0.00	2,163.00	
001564	AB COURT REPORTING & VIDEO	08/20/2024	Regular	0.00	93.00	103069
334771	Invoice	08/05/2024	GF-CERTIFIED TRANSCRIPTS-COURT	0.00	93.00	
002178	ADAMS COUNTY GLASS LLC	08/20/2024	Regular	0.00	1,840.00	103070
5698	Invoice	08/01/2024	REC-FITNESS MIRRORS-REC CENTER	0.00	1,840.00	
002254	ADIDAS AMERICA INC	08/20/2024	Regular	0.00	489.00	103071
6161720233	Invoice	08/01/2024	GF-UNIFORMS-PD	0.00	57.60	
6161735315	Invoice	08/01/2024	GF-UNIFORMS-PD	0.00	55.20	
6161735317	Invoice	08/01/2024	GF-UNIFORMS-PD	0.00	56.70	
6161735319	Invoice	08/01/2024	GF-UNIFORMS-PD	0.00	113.40	
6161735322	Invoice	08/01/2024	GF-UNIFORMS-PD	0.00	113.40	
6161735323	Invoice	08/01/2024	GF-UNIFORMS-PD	0.00	56.70	
6161735649	Invoice	08/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	36.00	
003621	ANGELICA AGUIRRE	08/20/2024	Regular	0.00	90.00	103072
2007539.001	Invoice	08/02/2024	REC-BASEBALL REFUND-REC CENTER	0.00	90.00	
001646	BANK OF COLORADO	08/20/2024	Regular	0.00	90.80	103073
0227 JULY 24	Invoice	08/01/2024	UF-JULY 2024 FUEL CHARGES-W LINES	0.00	90.80	
000160	BREAKTHRU BEVERAGE COLORADO	08/20/2024	Regular	0.00	445.04	103074
116824294	Invoice	08/01/2024	GOLF-BEVERAGES-PRO SHOP	0.00	319.04	
116824295	Invoice	08/01/2024	GOLF-BEVERAGES-PRO SHOP	0.00	126.00	
003618	BRENNA RHODA	08/20/2024	Regular	0.00	65.00	103075
2007541.001	Invoice	08/05/2024	REC-SHELTER REFUND-REC CENTER	0.00	65.00	
002050	CAROLE PRICE	08/20/2024	Regular	0.00	65.00	103076
E0029233 08/13/...	Invoice	08/13/2024	GF-CASE #E0029233 REIMBURSEMENT-C...	0.00	65.00	
000230	CINTAS FIRST AID & SAFETY	08/20/2024	Regular	0.00	35.46	103077
5221735134	Invoice	08/01/2024	REC-ICE PACKS-REC CENTER	0.00	35.46	
000306	COMCAST BUSINESS	08/20/2024	Regular	0.00	2,822.53	103078
211373138	Invoice	08/01/2024	GF-AUG 2024 INTERNET SERVICE-	0.00	2,822.53	
000307	COMCAST CABLE COMM, LLC	08/20/2024	Regular	0.00	594.08	103079
0124495 AUG24	Invoice	08/01/2024	CPR-AUGUST 20245 CABLE SERVICE-COM ...	0.00	141.00	
0147405 AUG24	Invoice	08/01/2024	CPR-PHONE INTERNET AUGUST 2024-MU...	0.00	203.64	
0208785 AUG24	Invoice	08/04/2024	GF-AUG 2024 INTERNET SERVICE-PLANNN...	0.00	249.44	
002422	DANIEL MOSES	08/20/2024	Regular	0.00	90.00	103080
2007540.001	Invoice	08/02/2024	REC-BASEBALL REFUND-REC CENTER	0.00	90.00	
003617	DELFINA MACIAS	08/20/2024	Regular	0.00	522.00	103081
CITATION #1334...	Invoice	08/06/2024	GF-CITATION #133424, S. MARQUEZ-COU...	0.00	522.00	
003559	DRAKE DUO PRINTS LTD	08/20/2024	Regular	0.00	776.00	103082
1127	Invoice	08/01/2024	GF-STAFF SHIRTS -COM EVENTS	0.00	776.00	
000512	FUZION FIELD SERVICES LLC	08/20/2024	Regular	0.00	255.75	103083
352965	Invoice	08/01/2024	GOLF-STANDARD MONTHLY RENTAL FEE-...	0.00	255.75	
000513	G & G EQUIPMENT	08/20/2024	Regular	0.00	165.20	103084
151345	Invoice	08/01/2024	GF-FUEL INJECTOR AND FILTER-PARKS	0.00	165.20	
003265	GRABER MANUFACTURING, INC	08/20/2024	Regular	0.00	7,753.59	103085
0012527-IN	Invoice	08/01/2024	GF-2 SETS OF TRASH RECYCLE RECEPTORS...	0.00	7,753.59	
000546	GREEN MILL SPORTSMAN'S CLUB	08/20/2024	Regular	0.00	300.00	103086
122	Invoice	08/03/2024	GF-OFFICER TRAINING/QUALIFYING-PD	0.00	300.00	
003624	H2O POWER EQUIPMENT LLC	08/20/2024	Regular	0.00	4,925.75	103087

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
22114	Invoice	08/13/2024	GOLF-PRESSURE WASHER-PRO SHOP	0.00	4,925.75	
003325	HEALTHY START CHILD CARE HEALTH CONSULTI	08/20/2024	Regular	0.00	135.00	103088
13	Invoice	08/01/2024	REC-JULY NURSE VISIT FOR SUMMER PRG...	0.00	135.00	
003120	HUDSON LOCKERS, INC	08/20/2024	Regular	0.00	202.50	103089
447	Invoice	08/07/2024	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	202.50	
003620	ILIANA ROCHA	08/20/2024	Regular	0.00	90.00	103090
2007547.001	Invoice	08/09/2024	REC-BASEBALL REFUND-	0.00	90.00	
000616	J & T CONSULTING INC	08/20/2024	Regular	0.00	4,714.30	103091
3016	Invoice	08/09/2024	WST-2024 Water Resource Planning-water	0.00	4,714.30	
002977	JOSEPH ELLIOTT USA LLC	08/20/2024	Regular	0.00	482.39	103092
27600	Invoice	08/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	482.39	
003577	JR ENGINEERING LLC	08/20/2024	Regular	0.00	1,077.50	103093
84944	Invoice	08/01/2024	Traffic Study at CR 12/RR xing	0.00	1,077.50	
003623	KRISTA JACKSON	08/20/2024	Regular	0.00	90.00	103094
2007545.001	Invoice	08/09/2024	REC-BASEBALL REFUND-	0.00	90.00	
003619	KRYSTI STEHLE	08/20/2024	Regular	0.00	90.00	103095
2007538.001	Invoice	08/02/2024	REC-BASEBALL REFUND-	0.00	90.00	
000735	LL JOHNSON DISTRIBUTING	08/20/2024	Regular	0.00	18,925.00	103096
1160368-00	Invoice	08/06/2024	GOLF-IRRIGATION SUPPLIES-MAINT	0.00	2,832.65	
1933295-00	Invoice	08/05/2024	GC-Verticutter - Golf	0.00	15,013.00	
1935160-00	Invoice	08/01/2024	GOLF-ELEMENT FILTER-MAINT	0.00	131.29	
1935742-00	Invoice	08/01/2024	GOLF-RUBBER BUMPERS AND BUMPER H...	0.00	380.03	
1936245-00	Invoice	08/01/2024	GF-RUBBER BUMPER, MICRO CUT-MAINT	0.00	756.89	
1936254-00	Credit Memo	08/01/2024	GOLF-CREDIT FOR RETURN OF KNUCKLE-...	0.00	-54.66	
1936371-00	Credit Memo	08/02/2024	GOLF-RUBBER BUMPER-MAINT	0.00	-134.20	
003369	MELISSA GARCIA	08/20/2024	Regular	0.00	90.00	103097
2007536.001	Invoice	08/02/2024	REC-BASEBALL REFUND-	0.00	90.00	
003622	MONICA ZUNIGA	08/20/2024	Regular	0.00	90.00	103098
2007546.001	Invoice	08/09/2024	REC-BASEBALL REFUND-	0.00	90.00	
000847	NORMAN'S MEMORIALS INC.	08/20/2024	Regular	0.00	470.00	103099
080924	Invoice	08/09/2024	CEM-TERRI LYNN ANDERSON-CEMETERY	0.00	120.00	
24-0628	Invoice	08/09/2024	CEM-HEADSTONE REPAIR-CEMETERY	0.00	350.00	
003044	PEAK FORM, LLC	08/20/2024	Regular	0.00	1,280.00	103100
4131K25213	Invoice	08/01/2024	GF-DOT RECERTIFICATIONS, PANELS-	0.00	1,280.00	
003452	POLYWOOD	08/20/2024	Regular	0.00	38,127.24	103101
IN24000268456	Invoice	08/01/2024	New Pool deck furniture / Pool Patio furni...	0.00	24,792.24	
IN24000274431	Invoice	08/01/2024	New Pool deck furniture / Pool Patio furni...	0.00	13,335.00	
003432	PRISWING SOFTWARE LLC	08/20/2024	Regular	0.00	349.00	103102
INV2430697	Invoice	08/01/2024	GOLF-MONTHLY LICENSE FEE FOR AUG 20...	0.00	349.00	
001022	SOUTHERN GLAZER'S OF CO	08/20/2024	Regular	0.00	709.26	103103
3501113	Invoice	08/01/2024	GOLF-BEVERAGES-PRO SHOP	0.00	729.01	
CRT3879289606	Credit Memo	07/19/2024	GOLF-CREDIT FOR RETURNS-PRO SHOP	0.00	-19.75	
001026	SPECIALTY CIGARS, LLC	08/20/2024	Regular	0.00	507.19	103104
US16-35946617	Invoice	08/06/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	507.19	
001624	STATE OF COLORADO	08/20/2024	Regular	0.00	7,488.88	103105
000029532	Invoice	08/01/2024	UF-BILLS/LATE NOTICES MAY 2024-UB	0.00	4,040.31	
000031078	Invoice	08/01/2024	UF-BILLS/LATE NOTICES JUNE 2024-UB	0.00	3,448.57	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
001040	STERICYCLE	08/20/2024	Regular	0.00	70.26	103106
8007770391	Invoice	08/01/2024	REC-BIOHAZARD-REC CENTER	0.00	70.26	
001052	SWIRE COCA-COLA, USA	08/20/2024	Regular	0.00	580.45	103107
42724005050	Invoice	08/09/2024	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	580.45	
001120	TRUDILIGENCE LLC	08/20/2024	Regular	0.00	483.74	103108
60705	Invoice	08/01/2024	GF-BACKGROUND CHECKS-HR	0.00	483.74	
001207	WESTERN DISTRIBUTING INC	08/20/2024	Regular	0.00	66.00	103109
805255	Invoice	08/01/2024	GOLF-BEVERAGES-PRO SHOP	0.00	66.00	
000024	ACE HARDWARE OF FORT LUPTON	08/13/2024	EFT	0.00	406.66	9001636
104719/1	Invoice	07/16/2024	GOLF-SUPPLIES-MAINT	0.00	97.39	
104757/1	Invoice	07/17/2024	GOLF-LINE TRIMMER, PARTS-MAINT	0.00	102.41	
104939/1	Invoice	08/01/2024	GOLF-SUPPLIES-MAINT	0.00	92.24	
104941/1	Invoice	08/01/2024	GOLF-HOSE END, AIR COUPLER, TRU FIT C...	0.00	29.97	
104992/1	Invoice	08/07/2024	GOLF-PARTS-MAINT	0.00	84.65	
003355	ADOLFSON & PETERSON CONSTRUCTION	08/13/2024	EFT	0.00	674,328.82	9001637
10	Invoice	07/30/2024	RC-REC EXPANSION CONSTRUCTION-REC	0.00	674,328.82	
002841	AIRBOUND	08/13/2024	EFT	0.00	750.00	9001638
247258	Invoice	07/31/2024	GF-TRAIN RENTAL FOR TRAPPERS FINAL H...	0.00	750.00	
001293	AMAZON.COM	08/13/2024	EFT	0.00	4,176.34	9001639
1CT3-C3XQ-RX77	Credit Memo	08/05/2024	GF-CREDIT FOR RETURN OF LAMINATING F..	0.00	-50.12	
1GCV-RHNJ-Q7KX	Invoice	08/05/2024	GF-MISC ITEMS-	0.00	1,116.10	
1JDX-19R9-QJMY	Invoice	08/05/2024	GF-Office Supplies-Finance	0.00	1,224.68	
1PDR-JWC7-P7X6	Invoice	08/05/2024	GF-SUPPLIES -PD	0.00	1,885.68	
002161	BOX INC	08/13/2024	EFT	0.00	7,500.00	9001640
INV12031926	Invoice	07/22/2024	Box Consulting Hours	0.00	7,500.00	
002835	BRANDING BY BRE	08/13/2024	EFT	0.00	3,100.00	9001641
1277	Invoice	08/01/2024	GF-SOCIAL MEDIA MANAGEMENT-CITY CL	0.00	3,100.00	
000242	CIVICPLUS	08/13/2024	EFT	0.00	2,961.02	9001642
311121	Invoice	07/31/2024	GF-MUNICIPAL CODE SHIPPING-CITY CL	0.00	25.90	
311124	Invoice	07/31/2024	GF-MUNICIPAL CODE ORDINANCE UPDATE...	0.00	2,935.12	
003417	DATA CENTER WAREHOUSE, LLC	08/13/2024	EFT	0.00	5,653.56	9001643
INVD206503	Invoice	07/31/2024	Dell Precision 3680 Tower (2)	0.00	5,653.56	
002094	DOOLEY ENTERPRISES INC	08/13/2024	EFT	0.00	4,084.08	9001644
68305	Invoice	07/15/2024	GF-SUPPLIES-PD	0.00	4,084.08	
002723	EAGLE ROCK COMPANY OF COLO	08/13/2024	EFT	0.00	361.24	9001645
12901014	Invoice	08/05/2024	GOLF BEVERAGES-PRO SHOP	0.00	162.24	
12909015	Invoice	08/05/2024	GOLF-BEVERAGES-PRO SHOP	0.00	199.00	
000909	FERGUSON ENTERPRISES INC #3326	08/13/2024	EFT	0.00	701.51	9001646
0265742	Invoice	07/01/2024	UF-SUPPLIES-W LINES	0.00	369.22	
0265744	Invoice	07/02/2024	UF-SUPPLIES-W LINES	0.00	94.94	
02657441-1	Invoice	07/09/2024	UF-SUPPLIES-W LINES	0.00	237.35	
000505	FRONTIER PRECISION	08/13/2024	EFT	0.00	7,240.00	9001647
INV306225	Invoice	08/02/2024	GF-ANNUAL SUBSCRIPTION-ENG	0.00	4,550.00	
INV306226	Invoice	08/02/2024	GF-YEARLY SUBSCRIPTION-PLANNING	0.00	2,690.00	
000536	GOLF AND SPORT SOLUTIONS LLC	08/13/2024	EFT	0.00	1,432.98	9001648
48341	Invoice	08/01/2024	GOLF-TONS OF BUNKER SAND-MAINT	0.00	742.30	
48388	Invoice	08/06/2024	GOLF-TONS OF USGA SAND-MAINT	0.00	690.68	
002674	HAYES POZNANOVIC KORVER, LLC	08/13/2024	EFT	0.00	1,830.50	9001649

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50873	Invoice	08/02/2024	WST-JULY '24LEGAL FEES-WATER	0.00	1,830.50	
000691	KONE INC	08/13/2024	EFT	0.00	140.80	9001650
87130742	Invoice	07/31/2024	REC-ELEVATOR MAINTENANCE FOR JULY 2...	0.00	140.80	
000862	O'REILLY AUTO PARTS	08/13/2024	EFT	0.00	249.58	9001651
4489-153332	Credit Memo	07/15/2024	GOLF-CORE RETURN-MAINT	0.00	-22.00	
4489-154283	Invoice	07/19/2024	GOLF-OIL FILTERS-MAINT	0.00	37.57	
4489-154328	Invoice	07/19/2024	GOLF-HYD FILTER-MAINT	0.00	93.46	
4489-155123	Invoice	07/22/2024	GF-PARTS FOR JOHN DEER MOWER-STREE...	0.00	6.79	
4489-155738	Credit Memo	07/25/2024	GOLF-CREDIT FOR RETURN OF HYD FILTER...	0.00	-56.09	
4489-155741	Invoice	07/25/2024	GF-PARTS-	0.00	108.48	
4489-157307	Invoice	07/31/2024	GOLF-OIL FILTER-MAINT	0.00	43.40	
4489-157499	Invoice	08/01/2024	GOLF-AIR HOSE, SUPPLIES-MAINT	0.00	37.97	
003046	PERKINS + WILL, INC.	08/13/2024	EFT	0.00	8,321.20	9001652
222254.000-210...	Invoice	07/26/2024	RC-Design of Additions-Rec Center	0.00	8,321.20	
000931	R & L TIRES	08/13/2024	EFT	0.00	50.00	9001653
54170	Invoice	08/06/2024	GF-TRACTOR TIRE REPAIR-STREETS	0.00	30.00	
54192	Invoice	08/07/2024	GF-TIRE REPAIR-PW SHOP	0.00	20.00	
003150	REDI SERVICES, LLC	08/13/2024	EFT	0.00	200.00	9001654
000108152	Invoice	07/31/2024	CEM-PORTABLE TOILET SERVICES-CEMETE...	0.00	200.00	
000999	SHAMROCK FOODS COMPANY	08/13/2024	EFT	0.00	3,228.08	9001655
31415884	Invoice	08/01/2024	GOLF-FOOD/PREPACKAGED GOODS/BEVE...	0.00	1,513.80	
31420149	Invoice	08/02/2024	GOLF-SPRING WATER-PRO SHOP	0.00	119.44	
31423772	Invoice	08/05/2024	GOLF-FOOD/PREPACKAGED FOOD/BEVER...	0.00	1,594.84	
003609	GENERATOR SOURCE LLC	08/14/2024	EFT	0.00	35,250.00	9001656
00003100	Invoice	08/01/2024	UF-PORTABLE GENERATOR-WTP	0.00	35,250.00	
000024	ACE HARDWARE OF FORT LUPTON	08/20/2024	EFT	0.00	31.97	9001657
105001/1	Invoice	08/07/2024	GOLF-WASP SPRAY-PRO SHOP	0.00	14.98	
105041/1	Invoice	08/11/2024	GOLF-NOZZEL-PRO SHOP	0.00	16.99	
003355	ADOLFSON & PETERSON CONSTRUCTION	08/20/2024	EFT	0.00	115,349.47	9001658
07	Invoice	08/01/2024	COM CENTER PARK RENO	0.00	115,349.47	
000048	AIRGAS USA LLC	08/20/2024	EFT	0.00	20.56	9001659
5509921685	Invoice	08/01/2024	GOLF-ACETYLENE/OXYGEN-MAINT	0.00	20.56	
003196	AMAZE HEALTH	08/20/2024	EFT	0.00	1,800.00	9001660
INV-6554	Invoice	08/01/2024	GF-MONTHLY USER FEE-MISC	0.00	1,800.00	
001293	AMAZON.COM	08/20/2024	EFT	0.00	1,555.90	9001661
1T1K-6HGF-R13F	Invoice	08/05/2024	IT Amazon Orders	0.00	1,555.90	
000091	AQUA BACKFLOW, INC	08/20/2024	EFT	0.00	360.00	9001662
2024-0239	Invoice	08/06/2024	UF-ANNUAL SUBSCRIPTON FEE-W LINES	0.00	360.00	
001820	BADGER METER	08/20/2024	EFT	0.00	95,667.50	9001663
1675834	Invoice	08/08/2024	UF-NEW METERS AND ENDPOINTS-W LINES	0.00	95,667.50	
002973	BOOTBARN INC	08/20/2024	EFT	0.00	339.97	9001664
INV00386833	Invoice	08/01/2024	GF-UNIFORMS-PW SHOP	0.00	183.47	
INV00386834	Invoice	08/01/2024	GF-UNIFORMS FOR D. BEJARNO-PW SHOP	0.00	156.50	
003166	CODE RED AUDITS, LLC	08/20/2024	EFT	0.00	14,135.00	9001665
INV-FTL-CHac-24...	Invoice	08/07/2024	Door Access City Hall/PD	0.00	14,135.00	
000339	CTL THOMPSON, INC	08/20/2024	EFT	0.00	495.00	9001666
714140	Invoice	08/01/2024	Community Park Renovation - COMT	0.00	495.00	
003417	DATA CENTER WAREHOUSE, LLC	08/20/2024	EFT	0.00	4,371.52	9001667

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INDV207362	Invoice	08/12/2024	Extreme Switch	0.00	3,462.77	
INDV207510	Invoice	08/14/2024	Extreme Switch	0.00	908.75	
000361	DBC IRRIGATION SUPPLY	08/20/2024	EFT	0.00	1,473.48	9001668
55573820.001	Invoice	08/01/2024	GOLF-IRRIGATION SUPPLIES-MAINT	0.00	1,473.48	
000597	INSIGHT PUBLIC SECTOR INC	08/20/2024	EFT	0.00	22,974.69	9001669
1101193225	Invoice	08/08/2024	PA Support and Maintenance Firewalls	0.00	22,974.69	
000869	OPERATIONS MANAGEMENT INT	08/20/2024	EFT	0.00	141,312.39	9001670
351230-25-09	Invoice	09/01/2024	OMI Monthly Allocations	0.00	141,312.39	
000862	O'REILLY AUTO PARTS	08/20/2024	EFT	0.00	54.08	9001671
4489-158667	Invoice	08/06/2024	GF-BATTERY-PARKS	0.00	54.08	
003150	REDI SERVICES, LLC	08/20/2024	EFT	0.00	2,600.00	9001672
0000108151	Invoice	08/01/2024	GF-PORTABLE TOILET SERVICE COM CNTR ...	0.00	400.00	
0000108153	Invoice	08/01/2024	CPR-PORTABLE TOILET SERVICE @ PEARS...	0.00	1,800.00	
0000108154	Invoice	08/01/2024	GF-PORTABLE TOILET SERVICE, HERITAGE ...	0.00	200.00	
0000108155	Invoice	08/01/2024	GF-PORTABLE TOILET SERVICE @ DOG PA...	0.00	200.00	
000999	SHAMROCK FOODS COMPANY	08/20/2024	EFT	0.00	1,698.69	9001673
31438024	Invoice	08/08/2024	GOLF-FOOD/BEVERAGES/PREPACKAGED ...	0.00	1,698.69	
001343	TIME CLOCK PLUS	08/20/2024	EFT	0.00	77.00	9001674
INV00363821	Invoice	08/06/2024	GF-ANNUAL CLOCKABLE EMPL LICENSE O...	0.00	77.00	
001101	TODD HODGES DESIGN, LLC	08/20/2024	EFT	0.00	10,855.00	9001675
3620	Invoice	08/11/2024	GF-PLANNING SERVICES JULY 29-AUGUST ...	0.00	10,855.00	
000119	BANK OF COLORADO	08/09/2024	Bank Draft	0.00	6,718.71	DFT0002445
INV0001617	Invoice	08/09/2024	HSA DISTRIBUTION	0.00	6,718.71	
000119	BANK OF COLORADO	08/09/2024	Bank Draft	0.00	610.83	DFT0002446
INV0001618	Invoice	08/09/2024	HSA DISTRIBUTION	0.00	610.83	
001416	VALIC_1	08/09/2024	Bank Draft	0.00	49,481.48	DFT0002447
INV0001619	Invoice	08/09/2024	VALIC - 457(b) \$ Contributions	0.00	49,481.48	
001265	IRS	08/09/2024	Bank Draft	0.00	92,257.58	DFT0002448
INV0001621	Invoice	08/09/2024	Federal Withholding	0.00	92,257.58	
001418	CO DEPARTMENT OF REVENUE	08/09/2024	Bank Draft	0.00	15,808.00	DFT0002449
INV0001622	Invoice	08/09/2024	CO Withholding	0.00	15,808.00	
001416	VALIC_1	08/09/2024	Bank Draft	0.00	2,240.00	DFT0002450
INV0001623	Invoice	08/09/2024	VALIC - PD Retirement Plan Contributions	0.00	2,240.00	
001265	IRS	08/09/2024	Bank Draft	0.00	1,384.13	DFT0002451
INV0001624	Invoice	08/09/2024	Federal Withholding	0.00	1,384.13	
001418	CO DEPARTMENT OF REVENUE	08/09/2024	Bank Draft	0.00	374.00	DFT0002452

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0001625	Invoice	08/09/2024	CO Withholding	0.00	374.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	180	70	0.00	602,524.29
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	8	8	0.00	168,874.73
EFT's	69	40	0.00	1,177,138.59
	257	123	0.00	1,948,537.61

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	180	70	0.00	602,524.29
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	8	8	0.00	168,874.73
EFT's	69	40	0.00	1,177,138.59
	257	123	0.00	1,948,537.61

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	8/2024	1,948,537.61
			1,948,537.61

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
August 06, 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, August 6, 2024. Mayor Pro Tem Chris Ceretto called the meeting to order at 6:00 p.m. and invited everyone to join him in the Pledge of Allegiance.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were, Mayor Pro Tem Chris Ceretto, Councilmembers, Bruce Fitzgerald, Carlos Barron, Claud Hanes, David Crespín and Valerie Blackston. Mayor Zo Hubbard was absent.

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, Planning Director, Todd Hodges, Chief of Police, William Carnes, Finance Director, Leann Perino and City Attorney, Andy Ausmus.

PERSONS TO ADDRESS COUNCIL

There was no one to address the City Council.

APPROVAL OF AGENDA

It was moved by Claud Hanes and seconded by Bruce Fitzgerald to approve the agenda as presented. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the August 6, 2024, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by David Crespín and seconded by Valerie Blackston to approve the Consent Agenda as presented with the following items:

- July 16, 2024 City Council Meeting Minutes
- July 30, 2024 City Council Special Meeting Minutes
- Second Reading Ordinance 2024-1168 APPROVING SPECIAL DISTRICT POLICY AND REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 19 OF THE FORT LUPTON MUNICIPAL CODE
- Ratifying the Mayor's Signature on the Colorado Rangers Intergovernmental Agreement Amendment (AM 2024-129)

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- Approve Mayor's Signing of Tri-State Generation and Transmission Association, Inc. Temporary License Agreement for Survey and Pothole Access Along Highway 52 Frontage for the Water Tower Project Design Work (AM 2024-130)
- Accepting a Public Improvements Agreement with Rollie LLC. for the Extension of Water, Sewer, Storm, and Driveway Access (AM 2024-132)
- Approve Resolution 2024R040 APPROVING THE "SAFETY WELLNESS PROGRAM" MANUAL FOR CITY-WIDE SAFETY STANDARDS (AM 2024-134)

Motion passed unanimously on roll call vote.

PUBLIC HEARING

AM 2024-133 Approving a Resolution Accepting a Special Use Permit for an Accessory Dwelling Unit (ADU), Known as the Hargett Family Special Use Permit

Mayor Pro Tem Ceretto opened the public hearing at 6:06 p.m.

Sean McDermott, City Planner, provided an overview of the special use permit. He stated Chad and India Hargett (Owners) have applied for approval of a Special Use Permit for an Accessory Dwelling Unit (ADU), known as the Hargett Family Special Use Permit for City Council's consideration. A public hearing for this application was held before the Planning Commission on July 25, 2024, and Planning Commission recommended approval with conditions to City Council.

The site that is the subject of this Special Use Permit is located at 1662 and 1692 Virginia Drive in Filing No. 2 of Appel Farms. The site is currently two legal lots, with the owners completing an administrative review process with City staff to consolidate the two lots into one legal lot for the construction of a single-family residence. The proposed Special Use Permit is for an ADU above the proposed garage, with the purpose of housing the owner's parents. Once consolidated, the property will be 0.55 acres, more or less.

Per the Fort Lupton Development Code, ADUs require a Special Use Permit in the R-1 and R-1A zone district. This property is zoned R-1, meaning the Special Use Permit process was necessary, along with a condition that either the accessory dwelling unit or principal dwelling unit shall be occupied by the owner of record. If the Special Use Permit is approved, the ADU will be subject to all applicable standards for accessory dwellings in Chapter 16 Section 4.03 of the Fort Lupton Municipal Code. This includes regulations for size, design, parking, etc.

The Applicant has paid all applicable land use application fees and is covering ongoing review expenses. All notification requirements have been met.

Mayor Pro Tem questioned if the applicant will be able to tap into the existing water and sewer taps or if they have to get new ones. David Rausch, City Engineer, responded stating there are

**RECORD OF PROCEEDINGS
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two existing taps on the property and meters were never installed. There are two shares that were designated for these two lots. He stated the applicants will most likely be installing a new one and he believes the sewer is going to work for them. It would be the size that will be changing since the two lots will be combined into one.

Councilmember Claud Hanes questioned if the Home Owners Authority (HOA) has blessed the project. Todd Hodges, Planning Director, answered stating the HOA was at the planning commission meeting and they are waiting to see if City Council will approve the project.

Mayor Pro Tem Ceretto asked if anyone from the public wished to speak for or against the case, hearing none, he closed the public hearing at 6:13 p.m.

It was moved by Carlos Barron and seconded by Bruce Fitzgerald to approve Resolution 2024R041 ACCEPTING A SPECIAL USE PERMIT FOR AN ACCESSORY DWELLING UNIT (ADU), KNOWN AS THE HARGETT FAMILY SPECIAL USE PERMIT. Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2024-135 Approving a Resolution Accepting a Final Plat and PUD Plan, Known as the Murata Farms Final Plat and PUD Plan, Filing No. 2

Greg DiDonna of Viva Land Ventures, LP and John Cork of CW-Briggs LLC (Owners) and Karen Henry of Henry Design Group (Representative) have applied for approval of a Final Plat and PUD Plan, known as the Murata Farms Final Plat and PUD Plan, Filing No. 2 for City Council's consideration. Per the applicable code regulations for Final Plats and PUD Plans within the Murata Farms PUD, this Final Plat and PUD Plan is reviewed by City Council at a public meeting, with no Planning Commission meeting.

The site that is the subject of this Final Plat and PUD Plan is located south and adjacent to Highway 52 and west and adjacent to County Road 29 ½. The proposed Final Plat and PUD Plan is for a residential subdivision that will include 45 townhome residential lots with a 2.414-acre commercial tract for future development on the SW corner of Hwy 52 and CR 29½. The commercial tract has been included in this subdivision at the direction of staff for the purpose of dedicating the full public ROW for S. Grosbeak Ave with this plat. The commercial tract will meet applicable commercial development standards at the time of development. The townhome development with this Final Plat and PUD Plan includes infrastructure, landscaping and common open space including landscaping on the Hwy 52-facing side of the townhome lots, and a pocket park. The subdivision is 7.645 acres, more or less (including areas to be dedicated as public ROW).

The property is a part of the overall Murata Farms PUD Plan and is zoned PUD accordingly.

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Filing No. 1 of the Murata Farms Final Plat and PUD Plan was approved in 2021. Filing No. 1 platted this property as a tract for future residential development and a tract for future commercial development, with PUD development standards for the residential portion to be provided at time of future development. Standards specific to this filing are proposed with this Final Plat and PUD Plan.

It was moved by David Crespín and seconded by Claud Hanes to Approve Resolution 2024R042 ACCEPTING A FINAL PLAT AND PUD PLAN, KNOWN AS THE MURATA FARMS FINAL PLAT AND PUD PLAN, FILING NO. 2. Motion passed unanimously on roll call vote.

AM 2024-131 Accepting a Public Improvements Agreement with Kinney Commercial Ventures for the Extension of Water, Storm, and Driveway Access

Kinney Commercial Venture submitted the Site Plan for development of Kinney Commercial Ventures Site Plan (SPR24-009). The developer is required to construct certain public improvements (the "Improvements") as a condition of site plan approval for the development. Section 17-23(c) of the City of Fort Lupton Municipal Code requires that a Public Improvement Agreement for the public improvements be executed by the Developer and the City and recorded in the office of the Weld County Clerk and Recorder. The total cost of the water line improvements paid by the developer is \$154,205.00 that will become a City asset following final acceptance by the City.

It was moved by Claud Hanes and seconded by Bruce Fitzgerald to accept a Public Improvements Agreement with Kinney Commercial Ventures for the Extension of Water, Storm, and Driveway Access. Motion passed unanimously on roll call vote.

AM 2024-136 Approving Payment of Invoices to BearCom for Patrol Vehicle Upfit for an Amount Not to Exceed \$75,000, Allocated from the Police Department's General Fund

As part of the budgeted vehicle purchases for 2024, BearCom provided vehicle upfitting for the three new Dodge police vehicles as well as adjustments to three existing vehicles in order to maximize patrol vehicle effectiveness.

It was moved by Claud Hanes and seconded by Valerie Blackston to approve payment of Invoices to BearCom for Patrol Vehicle Upfit for an Amount Not to Exceed \$75,000, Allocated from the Police Department's General Fund. Motion passed unanimously on roll call vote.

AM 2024-137 Adopting an Ordinance Approving the Submission of a Ballot Issue to the Registered Electors at the November 5, 2024, Election Whether to Impose a New Sales and Use Tax Increase by One Half of One Percent (.5%) for the Purposes of Funding the City of Fort Lupton Law Enforcement Services; Setting the Title and Content of the Ballot for the Election; and Declaring an Emergency

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The City has determined that it requires additional revenue to provide law enforcement services. These services would include additional personnel and equipment to ensure the optimal number of police officers are on duty at all times and to support up-to-date policing needs, improve the recruitment and retention of officers, maintain and upgrade technology to improve efficiency and effectiveness of law enforcement services, and strengthen proactive policing efforts to enhance public safety. The City is asking for an increase in .5% in Sales and Use Tax.

The City of Fort Lupton is growing. The vibrant community continues to attract citizens looking for a safe and affordable place to live. Construction on the east end of town continues to add new neighborhoods, which are quickly filled by families living the American dream.

As the population grows, the need for police services increases. Staffing levels are constrained by budget. Unfortunately, property tax can take more than a year before the city receives additional tax revenue to support the increased needs of the community. This revenue must be split between all city services impacted by a growing population. Roads, parks, water, sewer, and other services need to be maintained.

Adding police officers can take a year between recruiting, hiring, and training. Coupled with the delay in receiving tax revenue, the city does not realize the additional resources for at least two years after the need is created. The public safety fund bridges the gap and allows the city to respond to growing needs quicker.

Determining an appropriate staffing level factors in the number of calls received, the population, the goals of the city, and the desired level of community engagement. The Department of Justice utilizes numerous metrics to develop guidelines based on population allowing for communities to have sufficient police officers. Mid-year 2023, the estimated population of Fort Lupton was 9619. Based on the Department of Justice numbers, the city should have 4.6 patrol officers for every 1000 residents, although this number drops to 1.7 once the population goes above 10,000. Based on the police departments goals, the city should have 2.5 patrol officers for every 1000 residents. The population is anticipated to exceed 11,348 by the end of 2024. Based on these figures, the Department should have 24 officers allocated to patrol, increasing to 28 by the end of 2024. In actuality, the city has 20 officers and sergeants allocated to patrol. This number is not anticipated to increase for 2025. Combined with staff vacancies, the city currently has half the number of patrol officers needed to effectively respond to the community needs.

To provide the best service to the community, the city must recruit high quality applicants. Recruitment efforts are often expensive: advertising, job fairs, military, and colleges are ways to recruit qualified applicants, but most of these require fees to set-up recruitment booths. Additionally, highly qualified police officers have their pick of employers. The city must be competitive in benefits and salary to attract these applicant's attention. Many applicants look at the quality of the department, evaluating the quality of the equipment and technology employed as well as the morale of staff members.

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Police equipment has a limited useful life. Patrol vehicles need to be replaced every four to five years. In addition to the cost of the vehicle, the equipment needed to upfit the vehicle needs to be factored in. In total, the police department budgeted nearly \$500,000 just for vehicles in 2024. Technology and other equipment also have a limited lifespan before it needs to be replaced. Uniforms, RADARs, less-lethal weapons, radios, and body-worn cameras, to name a few, wear out or become antiquated. Equipment has become more expensive and more difficult to acquire. Police effectiveness is increased through the use of technology, adding scientific approach to patrol strategies instead of random patrolling. Camera technology can be utilized to monitor multiple areas at once, even if the patrol officer is in a different location. This allows officers to respond when crimes occur instead of hours later when a victim calls in. Many of these items are out of the reach of the city, which must prioritize needs based on available funding.

Overall, the public safety tax would increase the City's ability to add needed staff positions quicker, recruit high-quality officers to fill the positions, replace aging equipment sooner, develop new technologies to improve crime response and prevention, and increase community engagement efforts.

Pursuant to C.R.S § 29-2-102, because the question of whether to impose a public safety tax for funding of the City of Fort Lupton Law Enforcement Services is an increase in sales and use tax, it must be directed to the registered voters.

If the registered electors approve the "BALLOT ISSUE" question the Council shall enact an implementing ordinance consistent with all of the terms and conditions contained in the Ballot Issue question.

It was moved by Bruce Fitzgerald and seconded by Carlos Barron to adopt Ordinance 2024-1173 APPROVING THE SUBMISSION OF A BALLOT ISSUE TO THE REGISTERED ELECTORS AT THE NOVEMBER 5, 2024, ELECTION WHETHER TO IMPOSE A NEW SALES AND USE TAX INCREASE BY ONE HALF OF ONE PERCENT (.5%) FOR THE PURPOSES OF FUNDING THE CITY OF FORT LUPTON LAW ENFORCEMENT SERVICES; SETTING THE TITLE AND CONTENT OF THE BALLOT FOR THE ELECTION; AND DECLARING AN EMERGENCY. Motion passed unanimously on roll call vote.

STAFF REPORTS

William Carnes, Chief of Police, stated National Night out is tonight, August 6, 2024 and Coffee with a Cop is tomorrow August 7, 2024.

Mari Peña, City Clerk, reported Juan, Marketing and Communication Specialist, is pushing out information regarding City Coordinated Trash and Recycle. The City will be conducting two focus groups, one in English and one in Spanish, to obtain information from residents to see what details they can provide about their service and how they would like to see the City proceed. The focus groups will be held on August 28, 2024 at the library and additional participants are needed.

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Chris Cross, City Administrator, stated Doug Cook, Recreation Manager, is in the process of recruiting members for a committee to help work through the process of revitalizing Koshio Park.

MAYOR/COUNCIL REPORTS

There were no Mayor or Council reports.

FUTURE CITY EVENTS

August 7, 2024 Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m.
September 7, 2024 The Tomato Festival and Market at Trapper Days

UPCOMING MEETINGS

August 13, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
August 20, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
August 27, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
September 3, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:32 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor



SUBJECT FOR DISCUSSION

Approving Award of Contract to Generator Source for an Amount Not to Exceed \$99,533.23 for the Emergency Replacement of the Transfer Switch at the Potable Pump House from the Utility Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The existing transfer switch was fried by a mouse in the wrong place at the wrong time. The transfer switch will no longer function in a power outage to transfer power to the standby generator. Initial troubleshooting indicated we cannot go longer than 10 minutes without power to the pumps without dropping pressure below operational limits.

The new transfer switch was approved and ordered (long lead time) by the Finance Director and City Administer. Cost is \$22,271.98.

The attached quotes for purchase of a used portable 100kW diesel generator, temporary installation to 2 pumps in the pump house, installation of the new transfer switch and final configuration and setup have been received from Generator Source. Total project budget is:

Transfer Switch	\$22,271.98 (already ordered)
Portable Generator	\$35,250.00 (order placed)
Phase 1	\$24,240.22
Phase 2.	\$16,208.49
Phase 3	<u>\$ 1,562.54</u>
TOTAL	\$99,533.23

Anticipated project start is delivery of generator and Phase 1 August 19, 2024.

FINANCIAL CONSIDERATIONS

The Utility (Water) Fund's 2024 budget included \$75,000 for Plans and Studies and \$30,000 budgeted for Miscellaneous Expenditures. These 2 items can be reallocated to Facilities Repairs.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the agreement with Generator Source
- B. Reject agreement.
- C. Bid out the Project

STAFF RECOMMENDATIONS

Staff recommends approving an emergency contract with Generator Source for an amount not to exceed \$99,533.23 for the replacement transfer switch at the potable pump house from the Utility Fund.

Attachments: a. Contract Agreement – Generator Source

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works

Contract Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **Generator Source** (hereinafter "CONTRACTOR").

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

1. **SCOPE OF WORK.** Contractor will furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other construction accessories, services and facilities specified or required to be incorporated in and for a permanent part of the completed work. Contractor shall provide and perform all necessary labor in a first class and workmanlike manner and in accordance with the conditions and prices stated in the quoted proposal and the requirements, stipulations, provisions and conditions of the contract documents. Contractor shall perform, execute, construct and complete all things mentioned to be done by the Contractor and all work included to replace the transfer switch as proposed in **Exhibit A**.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the scope of work set forth in Exhibit A.

3. **TIME OF COMPLETION.** The Contractor agrees to commence work upon execution of this Agreement and to complete all work upon delivery of the new transfer switch.

4. **CONTRACT SUM.** The City shall pay to the Contractor for performance and completion of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of **\$ 100,135.58**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon inspection and acceptance of the work by the City, in its sole discretion, including completion by the Contractor of any punch-list items as determined by the City and execution of any releases by Contractor deemed necessary by the City.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** No change orders shall be allowed on this project unless with written approval of the City. The City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. 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 shall be issued by the City unless the City notifies the Contractor in writing, that lawful appropriations to cover the costs of this additional work has been made.

6. **AMENDMENT/NO ASSIGNMENT.** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement.

7. **COMPLETE AGREEMENT.** This Agreement, and the exhibits hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein.

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

9. **GOVERNING LAW.** Contractor agrees to comply with all local, state and federal laws in its performance of work under this Agreement. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

10. **OSHA REQUIREMENTS.** Contractor agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. 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. 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 OSHA rules and regulations. The Contractor shall adhere to all federal, state and local safety and health regulations, laws and ordinances.

11. **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 Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

12. **INDEPENDENT CONTRACTOR.** Contractor is a separate, legal entity from the City and the parties make this Agreement accordingly with the understanding that Contractor at all times is acting as an independent contractor and not an employee or agent of the City. All persons retained by Contractor to perform services pursuant to this

Agreement shall be employees or independent contractors of Contractor and are not employees, contractors or agents of the City. Contractor does not have the authority to bind the City by contract or otherwise

13. **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.

14. **INDEMNIFICATION BY CONTRACTOR.** Contractor shall 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 the negligence or other fault of Consultant or its Consultants pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

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

EXECUTED THIS _____ DAY OF _____, 2024.

CITY OF FORT LUPTON, COLORADO

BY: Zo Hubbard
TITLE: Mayor

GENERATOR SOURCE:

BY: _____
TITLE: _____

EXHIBIT A



**GENERATOR
SOURCE**
SALES • RENTALS • SERVICE

625 Baseline Rd
Brighton CO
80603
United States

Quote

#QUO2510

Date : 07/29/2024

Bill To :
City of Fort Lupton
Operations Management International
12285 State Hwy 52
Fort Lupton CO 80621
United States

Ship To :
City of Fort Lupton
455 College Ave
Fort Lupton CO 80621
United States

Contact: Aaron Richardson

Contact Phone: (720) 939-4494

Terms	Due Date	PO #	Sales Rep	Shipping Method
Net 45	08/28/2024		Mark Marar	

Unit #	Make	Serial Number	kW	Hours	Customer Asset	Tech Reminders
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Service Notes:

Estimate To Provide The Following -

- 1200 Amp Automatic Transfer Switch
- 300 Series Automatic, Open Transition, 3 Pole w/ Solid Neutral, 480v, 1200a Type 1 NEMA Enclosure
- Materials Only

Exclusions:

- Additional parts and labor as needed
- Generator Source is not responsible for any mechanical failure while running the generator
- All services quoted to be performed during normal business hours, M-F 8-4 PM
- All quotes are valid for 60 days from issue

Qty	Item	Description	Amount
1	PARTS	- 1200 Amp Automatic Transfer Switch - 300 Series Automatic, Open Transition, 3 Pole w/ Solid Neutral, 480v, 1200a Type 1 NEMA Enclosure	\$22,271.98
1	Inbound Freight	Inbound Freight - To Be Determined	\$0.00
1	SSDF Shop Supplies/ Disposal Fee	SSDF & Applicable Taxes - To Be Determined	\$0.00

Disclaimer: By the acceptance of the equipment listed in this sales invoice (the "Equipment"), and by the payments of the amount required under this sales invoice, the above named buyer acknowledges and agrees that (a) Generator Source ("Seller") has not made, and specifically negates and disclaims, any representations, warranties, covenants or any implies warranty of merchantability of fitness for a particular purpose; (b) the equipment is being acquired by buyer on an "as-is" "where-is" basis with all faults; and any damages to a person or a property (including without limitation actual, consequential, exemplary or punitive damages), which arise out of, or relate to: (i) any damage which may caused to the equipment during the manufacturing, repair, reconditioning, or shipping of the same; or (ii) the use, installation, operation, maintenance or removal of the equipment by buyer, it's agent, employees or contractors. I understand that all the deposits are non-refundable. I have read and understand the above disclaimer.
All sales final. Thanks for your business!



**GENERATOR
SOURCE**
SALES · RENTALS · SERVICE

625 Baseline Rd
Brighton CO
80603
United States

Quote

#QUO2510

Date : 07/29/2024

Signature: _____

Date: _____

Onboarding Link: <https://form.jotform.com/240656050152144>

Subtotal : \$22,271.98

~~Sales Tax: \$1,536.77~~

:

Total : \$23,808.75

Payment Remittance

If by Check:	If by Domestic Wire:	If by International Wire:
Payable To: Generator Source LLC 625 Baseline Rd Brighton CO 80603	Bank:Amegy Bank Account Name:Generator Source LLC Account Number:5797105169 Bank ABA(Routing):113011258 Address:625 Baseline Rd Address Cont.:Brighton CO 80603	Bank:Amegy Bank Account Name:Generator Source LLC Account Number:5797105169 Bank ABA(Routing):113011258 SWIFT:ZFNBUS55 Address:625 Baseline Rd Address Cont.:Brighton CO 80603

Disclaimer: By the acceptance of the equipment listed in this sales invoice (the "Equipment"), and by the payments of the amount required under this sales invoice, the above named buyer acknowledges and agrees that (a) Generator Source ("Seller") has not made, and specifically negates and disclaims, any representations, warranties, covenants or any implied warranty of merchantability of fitness for a particular purpose; (b) the equipment is being acquired by buyer on an "as-is" "where-is" basis with all faults; and any damages to a person or a property (including without limitation actual, consequential, exemplary or punitive damages), which arise out of, or relate to: (i) any damage which may be caused to the equipment during the manufacturing, repair, reconditioning, or shipping of the same; or (ii) the use, installation, operation, maintenance or removal of the equipment by buyer, its agent, employees or contractors. I understand that all the deposits are non-refundable. I have read and understand the above disclaimer.
All sales final. Thanks for your business!

ORDER FORM

Bill To:

City Of Fort Lupton
130 South McKinley Avenue
Fort Lupton, CO 80621

Ship To:

City Of Fort Lupton
355 College Avenue
Fort Lupton, CO 80621

Expiration Date:

Aug 19, 2024

Quote Number: 00003100

Payment terms: Cash In Advance

PO#:

Contact Info:

Roy Vestal
7204666109
rvestal@fortluptonco.gov

This Contract covers the following products and services:

PRODUCT	INFORMATION	DESCRIPTION	PRICE	QTY	TOTAL PRICE
Used Generator	Passed 31-point inspection, including load bank test	#089009-100kW Caterpillar, Model: NPS-P-100, S/N: C12-01-05474, Year: 2012, Hours: 6894, Selectable Voltage, Portable, Diesel.	\$35,000.00	1	\$35,000.00
Freight to customer	Shipping cost to be determined based off ship to location. Client is responsible for Offloading equipment. Freight quote is good for 30 days. Price will be subject to change after 30 days.		\$250.00	1	\$250.00

Subtotal \$35,250.00

Grand Total: \$35,250.00

Terms and Conditions

This Contract is made and entered into on the date listed on the last page of this Contract ("**Effective Date**") by and between Generator Source ("**Seller**") and _____ ("**Buyer**"). Buyer and Seller may be referred to collectively as the "**Parties**".

RECITALS:

WHEREAS, Seller desires to sell the item or items and/or services set forth in the attached invoice or quote ("**Goods**") to Buyer in an "as is" condition; and

WHEREAS, Buyer desires to purchase Goods from Seller in an "as is" condition.

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

PURCHASE PRICE AND TAXES: The "**Purchase Price**" is the price listed as the Grand Total on the Order Form. Unless otherwise stated, all prices are in U.S. Dollars. Prices relating to Goods are subject to change without notice. The Purchase Price does not include excise or other taxes imposed on, or measured by, the gross receipts from the sale of Goods. Buyer shall promptly pay any such charges directly to the governmental authority assessing them or reimburse on demand any such charges paid by Seller. All shipping, insurance, crating, freight, and other charges shall be paid by Buyer unless otherwise arranged with Seller. Buyer is solely responsible for any local, state, or federal taxes arising from, or related to, this sale.

PAYMENT TERMS: All purchases are Cash Before Shipment (CBS). Meaning, Goods shall not be released from Seller's inventory until Buyer has paid in full. Payments from Buyer to Seller are to be made by wire transfer. If Buyer is unable to make a wire transfer of funds, Seller may accept a cashier's check, personal check, ACH, or cash with an appropriate holding period to ensure funds are available.

INSURANCE: Buyer acknowledges that upon transferring funds to Seller, the ownership of Goods transfers to Buyer regardless of whether Goods remain in Seller's possession. After payment for Goods is received by Seller, and while Goods are still in Seller's possession awaiting pickup or shipment, Buyer retains full ownership and liability of Goods. Buyer acknowledges that Seller recommends and encourages Buyer to obtain insurance for Goods upon the transfer of funds and ownership.

DEPOSIT: If Buyer cancels its order for any or no reason, Buyer waives any right to its deposit and agrees that the deposit will serve as consideration for liquidated damages resulting from Buyer's failure to consummate the sale. Seller will perform a load bank test either in the presence of Buyer or via video message. If Goods fail the load bank test, Seller reserves the right to repair Goods immediately. If Goods fail the load bank test a second time, Buyer's deposit will be refunded, or Buyer will be given the option to receive a different unit.

SHIPMENT: Freight charges included in any price are subject to adjustment for actual cost incurred by Seller. If any Goods will be shipped out of the continental limits of the United States of America, all fees and expenses relating to export documentation, export-packing, marking or importation into the country of destination shall be the responsibility of Buyer. Buyer is responsible for unloading Goods at destination.

STORAGE FEES: Buyer has the option to pick up Goods from Seller rather than ship them. If Buyer has not picked up Goods from Seller's facility, Seller will charge Buyer storage fees at a rate of \$250.00 a day, beginning seven (7) days after completion of service or ninety (90) days from date of invoice, whichever comes first. Goods will not be released to Buyer until all storage fees have been paid to Seller.

RISK OF LOSS: BUYER AGREES THAT ONCE THE GOODS HAVE BEEN PAID FOR IN FULL AND THAT THE SELLER HAS COMMUNICATED TO THE BUYER THAT THE GOODS ARE AVAILABLE FOR THE BUYER TO TAKE POSSESSION, THE RISK OF LOSS TRANSFERS TO THE BUYER AND THE SALE OF THE GOOD(S) IS COMPLETE. FOR THE SAKE OF CLARITY, IF A BUYER ASKS THE SELLER TO HOLD THE GOODS UNTIL A LATER DATE, THE BUYER SHALL BE FULLY RESPONSIBLE FOR ANY LOSS RELATED TO THE GOODS AND SHALL BE RESPONSIBLE TO INSURE THEIR GOODS AS THEY DEEM APPROPRIATE AT THE THEIR OWN EXPENSE. NOTHING IN THIS SECTION NEGATES THE APPLICABILITY OF THE TERMS STATED IN THE STORAGE FEES SECTION.

CONDITION OF THE GOODS: Buyer acknowledges that before the Effective Date, Buyer has satisfied itself as to all matters related to Goods including the quality, value, condition, fitness for purpose, and suitability of Goods. Buyer is responsible for sizing equipment and determining applicability. Buyer is responsible for ensuring Goods

are up to code in the State Goods will be used. Buyer agrees to have Goods properly installed and operated according to the original equipment manufacturer standards associated with Goods and agrees to refer to operating manuals and troubleshoot any issues prior to contacting Seller about the working condition of Goods. If Buyer has not contacted Seller within 180 days of receiving Goods, Buyer waives all claims against Seller or right to contact Seller regarding the working condition of Goods. If Buyer is unable to operate Goods because of lack of knowledge and contacts Seller regarding the working condition of Goods, Buyer agrees to pay Seller all necessary fees and costs associated with Seller's attempts to show Buyer how to operate Goods.

WAIVER OF WARRANTIES: BUYER ACKNOWLEDGES THAT ALL GOODS ARE PROVIDED "AS IS". EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN THE PARTIES DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TECHNICAL PERFORMANCE, AND NON-INFRINGEMENT. BUYER ACKNOWLEDGES THAT SELLER IS NOT RESPONSIBLE AND DOES NOT WARRANT ANY MODIFICATIONS MADE TO GOODS PRIOR TO SELLER ACQUIRING GOODS.

TITLES: NO TITLE PROMISED WITH PURCHASE OF EQUIPMENT. IF BUYER'S STATE REQUIRES TITLE, BUYER IS RESPONSIBLE FOR TITLE RECOVERY USING THE VIN # ON GOODS.

LIMITATION OF LIABILITY: SELLER SHALL HAVE NO LIABILITY FOR ANY LOSS, DAMAGE OR COST ARISING FROM THE FAILURE TO DISCOVER OR REPAIR LATENT DEFECTS IN ANY GOODS. BUYER SPECIFICALLY WAIVES TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY CLAIM FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE AND EXEMPLARY DAMAGES INCLUDING BUT NOT LIMITED TO MULTIPLE DAMAGES UNDER ANY DECEPTIVE TRADE PRACTICE ACT OR CONSUMER PROTECTION LAWS.

COMPLIANCE: Seller is not responsible for the emission and permitting requirements related to engines and generators purchased by Buyer. Buyer agrees to accept full responsibility for demonstrating and maintaining compliance with all applicable federal, state, and local regulations, whether specifically referenced or not.

FORCE MAJEURE: In no event shall Seller be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, supply chain interruptions with Goods and materials, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, pandemics and epidemics; it being understood that Seller shall use reasonable efforts which are consistent with accepted practices in the generator sales industry to resume performance as soon as practicable under the circumstances.

GOVERNING LAW: Any sale of or agreement to sell Goods shall be interpreted according to the laws of the State of Colorado, excluding any provision thereof that would direct the application of the laws of another jurisdiction.

VENUE: Buyer agrees that any sale of or agreement to sell Goods will be deemed to be made and performed solely in Weld County, CO, to the exclusion of all other jurisdictions. The Parties to this Contract agree and covenant that if legal action is necessary to enforce this Contract, exclusive venue shall lie in Weld County, Colorado.

ATTORNEY FEES: If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

ENTIRE AGREEMENT: These Terms and Conditions constitute the entire agreement of the Parties and supersede all discussion, arrangements, negotiations, representations and warranties, if any, relating to Goods covered hereby.

SEVERABILITY: If any provision in this Contract shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

FACSIMILE SIGNATURE: A facsimile signature or initialing shall be deemed the same as an original and shall have the same force and effect.

ACCURACY OF INFORMATION: Information about Goods, including hours displayed on the hour meter and/or control panel, is accurate to Seller's best knowledge, however Seller does not warrant or otherwise represent the accuracy of this information.

MANUFACTURER WARRANTIES: When new Goods have a warranty from a manufacturer, that warranty is between Buyer and the applicable manufacturer. While Seller can provide information on the warranty, all claims and coordination will occur directly between Buyer and the manufacturer, or their designated representative.

ALL SALES ARE FINAL: ALL SALES ARE FINAL AND NONCANCELABLE BY BUYER ONCE BUYER HAS DISBURSED FUNDS DIRECTLY TO SELLER OR TO ANY AGENT OF SELLER OR TO ANY OTHER PARTIES WITH RESPONSIBILITIES TO HOLD FUNDS IN TRUST OR IN ESCROW ON BEHALF OF THOSE CONTEMPLATING AND ENTERING INTO THIS CONTRACT.

Signature

By signing this Contract, I certify that I am authorized to sign on behalf of Buyer and agree to the Terms and Conditions, the information contained on the Order Form, and any documents incorporated herein. **If you choose not to sign this Contract but begin performance by sending money or by other means, you are bound by the terms and conditions of this Contract and your part performance will act as your signature on this signature page.**

Signature

Full Name

Date

PO# (If required by your organization)



**GENERATOR
SOURCE**
SALES • RENTALS • SERVICE

625 Baseline Rd
Brighton CO
80603
United States

Quote

#QUO2572

Date : 08/09/2024

Bill To :
City of Fort Lupton
Operations Management International
12285 State Hwy 52
Fort Lupton CO 80621
United States

Ship To :
City of Fort Lupton
455 College Ave
Fort Lupton CO 80621
United States

Contact: Aaron Richardson

Contact Phone: (720) 939-4494

Terms	Due Date	PO #	Sales Rep	Shipping Method
Net 45	09/08/2024		Mark Marar	

Unit #	Make	Serial Number	kW	Hours	Customer Asset	Tech Reminders
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Service Notes:

Estimate To Provide The Following -

Phase 1:

Will require 1 tech 2 days to stage portable and land all connections. Electrical contractor to complete all connections and then we will test operation of ATS add on. Electrical contractor to install all new wiring & raceway for new ATS location.

Exclusions:

- Additional parts and labor as needed
- Generator Source is not responsible for any mechanical failure while running the generator
- All services quoted to be performed during normal business hours, M-F 8-4 PM
- All quotes are valid for 60 days from issue

Qty	Item	Description	Amount
16	Labor	Generator Source Labor - 1 Tech - 2 Days	\$2,800.00
1	Sublet Labor	Electrical Contractor - New Wiring, Raceway & Terminal Blocks	\$13,154.70
1	PARTS	Miscellaneous Materials - As Needed	\$7,960.73
38	Mileage	Mileage - 2 Trips	\$104.50
2	Travel Time	Travel Time - 2 Trips	\$220.00
1	Colorado Retail Delivery Fee	Colorado Retail Delivery Fee	\$0.29
1	SSDF Shop Supplies/ Disposal Fee	SSDF & Applicable Taxes	\$0.00

Disclaimer: By the acceptance of the equipment listed in this sales invoice (the "Equipment"), and by the payments of the amount required under this sales invoice, the above named buyer acknowledges and agrees that (a) Generator Source ("Seller") has not made, and specifically negates and disclaims, any representations, warranties, covenants or any implied warranty of merchantability of fitness for a particular purpose; (b) the equipment is being acquired by buyer on an "as-is" "where-is" basis with all faults; and any damages to a person or a property (including without limitation actual, consequential, exemplary or punitive damages), which arise out of, or relate to: (i) any damage which may be caused to the equipment during the manufacturing, repair, reconditioning, or shipping of the same; or (ii) the use, installation, operation, maintenance or removal of the equipment by buyer, its agent, employees or contractors. I understand that all the deposits are non-refundable. I have read and understand the above disclaimer.
All sales final. Thanks for your business!



**GENERATOR
SOURCE**
SALES · RENTALS · SERVICE

625 Baseline Rd
Brighton CO
80603
United States

Quote

#QUO2572

Date : 08/09/2024

Signature: _____

Date: _____

Onboarding Link: <https://form.jotform.com/240656050152144>

Subtotal : \$24,240.22

~~Sales Tax: \$549.29~~

:

Total : \$24,789.51

Payment Remittance

If by Check:	If by Domestic Wire:	If by International Wire:
Payable To: Generator Source LLC 625 Baseline Rd Brighton CO 80603	Bank:Amegy Bank Account Name:Generator Source LLC Account Number:5797105169 Bank ABA(Routing):113011258 Address:625 Baseline Rd Address Cont.:Brighton CO 80603	Bank:Amegy Bank Account Name:Generator Source LLC Account Number:5797105169 Bank ABA(Routing):113011258 SWIFT:ZFNBUS55 Address:625 Baseline Rd Address Cont.:Brighton CO 80603

Disclaimer: By the acceptance of the equipment listed in this sales invoice (the "Equipment"), and by the payments of the amount required under this sales invoice, the above named buyer acknowledges and agrees that (a) Generator Source ("Seller") has not made, and specifically negates and disclaims, any representations, warranties, covenants or any implies warranty of merchantability of fitness for a particular purpose; (b) the equipment is being acquired by buyer on an "as-is" "where-is" basis with all faults; and any damages to a person or a property (including without limitation actual, consequential, exemplary or punitive damages), which arise out of, or relate to: (i) any damage which may caused to the equipment during the manufacturing, repair, reconditioning, or shipping of the same; or (ii) the use, installation, operation, maintenance or removal of the equipment by buyer, it's agent, employees or contractors. I understand that all the deposits are non-refundable. I have read and understand the above disclaimer.
All sales final. Thanks for your business!



**GENERATOR
SOURCE**
SALES • RENTALS • SERVICE

625 Baseline Rd
Brighton CO
80603
United States

Quote

#QUO2573

Date : 08/09/2024

Bill To :
City of Fort Lupton
Operations Management International
12285 State Hwy 52
Fort Lupton CO 80621
United States

Ship To :
City of Fort Lupton
455 College Ave
Fort Lupton CO 80621
United States

Contact: Aaron Richardson

Contact Phone: (720) 939-4494

Terms	Due Date	PO #	Sales Rep	Shipping Method
Net 45	09/08/2024		Mark Marar	

Unit #	Make	Serial Number	kW	Hours	Customer Asset	Tech Reminders
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Service Notes:

Estimate To Provide The Following -

Phase 2:

Will require 3 techs 1 day to Deliver the new ATS. Remove the old ATS and land all connections with the electrical contractor.

Exclusions:

- Additional parts and labor as needed
- Generator Source is not responsible for any mechanical failure while running the generator
- All services quoted to be performed during normal business hours, M-F 8-4 PM
- All quotes are valid for 60 days from issue

Qty	Item	Description	Amount
24	Labor	Generator Source Labor - 3 Techs - 1 Day	\$4,200.00
1	Sublet Labor	Electrical Contractor - Remove/Replace ATS	\$10,554.70
1	PARTS	Miscellaneous Materials - As Needed	\$769.00
38	Mileage	Mileage - 2 Techs - 1 Trip	\$104.50
3	Travel Time	Travel Time - 3 Techs - 1 Trip	\$330.00
1	Labor	Service Truck Mobilization Fee	\$250.00
1	Colorado Retail Delivery Fee	Colorado Retail Delivery Fee	\$0.29

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All sales final. Thanks for your business!



**GENERATOR
SOURCE**
SALES · RENTALS · SERVICE

625 Baseline Rd
Brighton CO
80603
United States

Quote

#QUO2573

Date : 08/09/2024

Qty	Item	Description	Amount
1	SSDF Shop Supplies/ Disposal Fee	SSDF & Applicable Taxes	\$0.00

Signature: _____

Date: _____

Subtotal : \$16,208.49

~~Sales Tax: \$53.06~~

:

Total : \$16,261.55

Onboarding Link: <https://form.jotform.com/240656050152144>

Payment Remittance

If by Check:

Payable To:
Generator Source LLC
625 Baseline Rd
Brighton CO 80603

If by Domestic Wire:

Bank:Amegy Bank
Account Name:Generator Source LLC
Account Number:5797105169
Bank ABA(Routing):113011258
Address:625 Baseline Rd
Address Cont.:Brighton CO 80603

If by International Wire:

Bank:Amegy Bank
Account Name:Generator Source LLC
Account Number:5797105169
Bank ABA(Routing):113011258
SWIFT:ZFNBUS55
Address:625 Baseline Rd
Address Cont.:Brighton CO 80603

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All sales final. Thanks for your business!



**GENERATOR
SOURCE**
SALES • RENTALS • SERVICE

625 Baseline Rd
Brighton CO
80603
United States

Quote

#QUO2578

Date : 08/12/2024

Bill To :
City of Fort Lupton
Operations Management International
12285 State Hwy 52
Fort Lupton CO 80621
United States

Ship To :
City of Fort Lupton
455 College Ave
Fort Lupton CO 80621
United States

Contact: Aaron Richardson

Contact Phone: (720) 939-4494

Terms	Due Date	PO #	Sales Rep	Shipping Method
Net 45	09/11/2024		Mark Marar	

Unit #	Make	Serial Number	kW	Hours	Customer Asset	Tech Reminders
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Service Notes:

Estimate To Provide The Following -

Phase 3:

Will require 1 tech to complete final testing, programming & set exercise schedule.

Exclusions:

- Additional parts and labor as needed
- Generator Source is not responsible for any mechanical failure while running the generator
- All services quoted to be performed during normal business hours, M-F 8-4 PM
- All quotes are valid for 60 days from issue

Qty	Item	Description	Amount
8	Labor	Generator Source Labor - 1 Tech - 1 Day	\$1,400.00
19	Mileage	Mileage - 1 Tech - 1 Trip	\$52.25
1	Travel Time	Travel Time - 1 Tech - 1 Trip	\$110.00
1	Colorado Retail Delivery Fee	Colorado Retail Delivery Fee	\$0.29
1	SSDF Shop Supplies/ Disposal Fee	SSDF & Applicable Taxes	\$0.00

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All sales final. Thanks for your business!



**GENERATOR
SOURCE**
SALES · RENTALS · SERVICE

625 Baseline Rd
Brighton CO
80603
United States

Quote

#QUO2578

Date : 08/12/2024

Signature: _____

Date: _____

Subtotal : \$1,562.54

Sales Tax: \$0.00

:

Total : \$1,562.54

Onboarding Link: <https://form.jotform.com/240656050152144>

Payment Remittance

If by Check:	If by Domestic Wire:	If by International Wire:
Payable To: Generator Source LLC 625 Baseline Rd Brighton CO 80603	Bank:Amegy Bank Account Name:Generator Source LLC Account Number:5797105169 Bank ABA(Routing):113011258 Address:625 Baseline Rd Address Cont.:Brighton CO 80603	Bank:Amegy Bank Account Name:Generator Source LLC Account Number:5797105169 Bank ABA(Routing):113011258 SWIFT:ZFNBUS55 Address:625 Baseline Rd Address Cont.:Brighton CO 80603

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All sales final. Thanks for your business!



SUBJECT FOR DISCUSSION

Approve a Resolution for the JJ Kane Site Plan on Lot 4 of the North Land Planned Unit Development for a Building and Fenced Storage Yard Area as a Logistics Center for Items Auctioned in Monthly Online Auctions

SUMMARY STATEMENT/BACKGROUND DISCUSSION

JJ Kane Associates, Inc. has submitted a request for a site plan consisting of a new 2,400 SF building and fenced storage yard area along with associated parking, drives, and landscape areas. The site will serve as a logistics center for items auctioned in monthly online auctions. Storm drainage generally flows west and north and a proposed onsite detention pond is proposed for water quality and runoff attenuation. Water and sanitary services are proposed to connect to mains located in the public Right of Way along the east side of the site.

The property is located west and adjacent to Northland Drive and approximately .17 miles north of County Road 16 within the Northland PUD. This PUD allows all permitted uses in the Fort Lupton C-1, C-2, I-1 and I-2 Zone Districts. The property is surrounded by vacant land. The proposed site layout includes an access drive to be located near the northern end of the site along the east side. A building with parking is proposed for the northeast corner of the site. A majority of the site will be a gravel storage yard enclosed by proposed fencing. A detention pond is proposed at the northwest corner of the site.

All notification requirements were met, including posting notice of the hearings on the property at least 15 days prior to this public hearing.

FINANCIAL CONSIDERATIONS

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

The City Council has the following four options for each request:

- a) Approve the proposed resolution
- b) Approve the proposed resolution with conditions
- c) Continue the hearing for additional information or further study
- d) Deny the proposed resolution

STAFF RECOMMENDATIONS

Staff recommends conditional approval of the JJ Kane North Land Lot 4 Site Plan with conditions as listed on the proposed resolution.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Attachments:

- a. Proposed Resolution No. 2024-XXX
- b. Staff Report
- c. Project Narrative
- d. North Land DRB Review Letter and Correspondence
- e. Site Plan
- f. Legal Notifications

RESOLUTION NO. 2024RXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE JJ KANE NORTH LAND LOT 4 SITE PLAN FOR A BUILDING AND FENCED STORAGE YARD AREA AS A LOGISTIC CENTER FOR ITEMS AUCTIONED IN MONTHLY AUCTIONS LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

WHEREAS, the City Council held a public hearing to consider and review the request for a site plan on August 20th, 2024; and

WHEREAS, after review of the application and supporting information, Fort Lupton City Council finds that the site plan conforms to Colorado Revised Statutes and City codes and policies therein; and

WHEREAS, all legal requirements for the public hearing have been met, including posting of the hearing on the site; and

NOW THEREFORE BE IT RESOLVED, the Fort Lupton City Council has taken into consideration the supporting documentation and staff comments, all referral comments and any citizen testimony in response to this application. Based on the facts presented on this date, the City Council hereby approves the JJ Kane North Land Lot 4 Site Plan, with the following conditions:

- I. Prior to recording the site plan map:
 - A. Any redlines and comments provided by staff shall be made to the site plan.
 - B. The following notes shall be placed on the site plan map:
 1. Lighting on the site shall be maintained so that light is directed downwards and shall not spill onto adjacent properties.
 2. Dead and dying landscape material shall be replaced at the earliest reasonable date.
 3. The City reserves the right to reevaluate traffic impacts in the future if there is an increase from what was represented to the City in evaluating the site plan.
 4. The property shall be maintained to the curb, or roadway if no curb exists.
 5. Any proposed signage shall be submitted to the City for review and permitting.
- II. Prior to the release of building permits:
 - A. One set of printed plans for the JJ Kane North Land Lot 4 Site Plan shall be submitted for recording.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 20TH DAY OF AUGUST 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to Form:

Andy Ausmus, City Attorney



**JJ KANE NORTH LAND LOT 4 SITE PLAN
STAFF REPORT
PROJECT NO. SPR24-004**

PROJECT DESCRIPTION

Project No.: SPR24-004

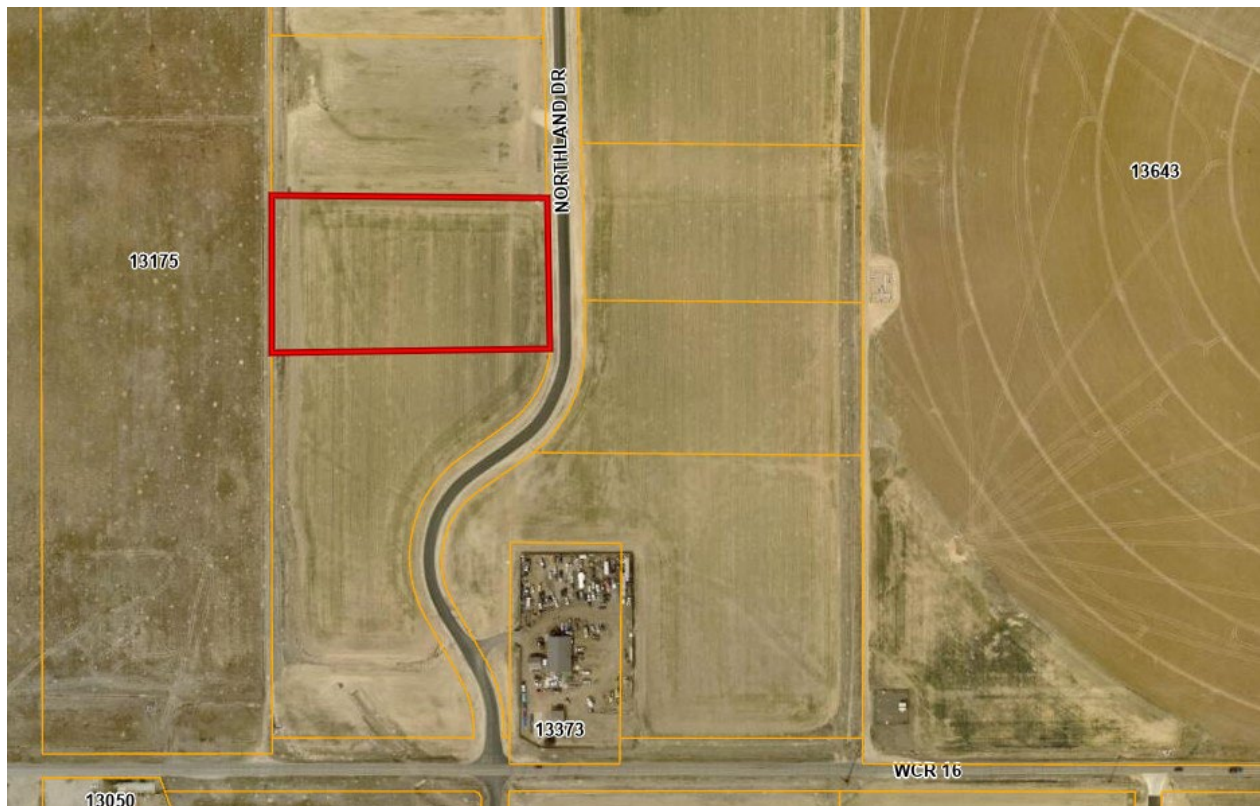
Project Name: JJ Kane North Land Lot 4

Owner: JJ Kane Associates Inc

Representative: Matt Adams with Proof Civil

Location of Request:

The site is located in a portion of the Northwest Quarter of Section 29, Township 2 North, Range 66 West of the 6th P.M. City of Fort Lupton, County of Weld, State of Colorado. ("Property").



Nature of Request:

The Applicant has submitted a site plan application for a new 2,400 Sq. Ft. building and fenced gravel storage yard area along with associated parking, drives, and landscape areas. The site will serve as a logistics center for items auctioned in monthly online auctions. Storm drainage generally flows west and north and a proposed onsite detention pond is proposed for water quality and runoff attenuation. Water and sanitary services are proposed to connect to mains located in the public ROW along the east side of the site. The property is surrounded by vacant land within the North Land PUD.

Site Size: The property is approximately 5.00 acres more or less.

Zone District: 'PUD' Planned Unit Development ("North Land PUD")

Proposed Use: Outdoor storage yard for vehicles and equipment.

Existing Use: Vacant.

Hearing Dates: City Council – August 20, 2024 at 6:00PM

Hearing Location: Fort Lupton City Hall – Council Chambers, 130 S. McKinley Ave., Fort Lupton, Colorado.

Staff Recommendation: Approval with conditions listed in the proposed resolution.

APPLICATION PROCESS

The Applicant is requesting approval of a site plan. This property is part of the North Land PUD and is subject to review using the North Land Regulations and Design Guidelines adopted on December 16, 2011. Section 5.3 of the PUD Regulations states:

The site plan review for the development of the improvements set forth in this paragraph shall be prepared in accordance with the construction and development standards as set forth in Article VIII, Section 16 of Fort Lupton Development Regulations Manual (Chapter 16, Article 8). Except that 16-171 - 9, 10, 11 and 12 is deleted. There is no Planning Commission involvement or hearing.

As Section 16 of the Fort Lupton Development Regulations Manual was replaced by the Fort Lupton Development Code on July 16, 2022, where applicable the application was processed using Section 2.06 of the Development Code.

The site plan process specifically applies to:

1. Any new building, except detached houses and multi-unit houses.
2. Any expansion or alteration to an existing multi-family or non-residential building that alters the footprint, massing or facade design by 20% or more.
3. Any change or intensification of use that could increase anticipated traffic counts by 20% or more.
4. Any site development activity that expands the existing impervious surface by 25% or more.
5. Any changes to the site access and circulation, or other development requirements that significantly impact streetscape design or existing traffic conditions near the site.

After review by staff, the Design Review Team and referral agencies as well as required public notice of the site plan application, City Council shall consider the application, referral comments and any public

testimony at a public hearing and approve, approve with conditions or deny the site plan based on the evidence presented and compliance with the City's standards, regulations and policies and other guidelines.

NOTIFICATION REQUIREMENTS

The Fort Lupton Development Code requires posted notice of the hearings at least fifteen (15) days prior to the hearing. Notice of the public hearing was posted on the Property on August 2nd, 2024.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

The area is zoned PUD Planned Unit Development with commercial and industrial uses. The objective of a PUD is to provide for the planning and development of substantial tracts of land, suitable in location and character for the uses proposed, as unified and integrated entities in accordance with detailed development plans.

The Applicant has submitted the required documents pursuant to the Code. In making a determination of compliance with the standards applied to this particular site, staff has reviewed the site using the criteria specified in Section 2.06(B) of the Fort Lupton Development Code as well as the specific deviations from the City's Standards, Regulations and Policies that were established in the North Land PUD and found that the proposed site complies with Site Design and Engineering, Landscape and Open Space Design, and Building Design.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Fort Lupton Comprehensive Plan designates this area for Industrial land uses ([Future Land Use Map](#)). The intent of this designation is to permit uses of a heavy nature in a less restrictive environment. These areas should be utilized to attract major employers and support economic development that will complement residential growth within the community. Developments within this designation should be carefully reviewed to account for potential impacts on adjacent land uses from high intensity operations. The proposed use conforms to this land use type.

The proposed use conforms to the designated land use type and zoning and the property is surrounded by vacant land that is zoned for similar uses.

ALTERNATIVE COMPLIANCE

Not Applicable

REFERRALS

Referrals were provided to the list below. All comments received can be found at:

<https://www.fortluptonco.gov/DocumentCenter/Index/888>.

City Administrator	Building Inspector	OMI
Economic Development Manager	City Attorney	GIS Specialist
Development Review Engineer	Police Chief	Public Works Director
Finance Director	Fort Lupton Fire Protection District	CDOT
United Power	Comcast	CenturyLink
Xcel Energy	Hyperfiber	Postmaster
Weld County Dept. of Planning	Weld County Dept. of Public Health & Environment	Weld County School District RE-8
NCWCD	Platteville Ditch Company	Western Midstream
State Geologist		

Additional documents are available for review at:

<https://www.fortluptonco.gov/DocumentCenter/Index/888>.



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

RE: Northland Business Park, Ft. Lupton CO - JJ Kane

Overview:

The property proposed for development is known as Lot 4 North Land PUD Second Filing Phase I situated in the southwest $\frac{1}{4}$ of Section 29, Township 2 North, Range 66 West of the Sixth Principal Meridian, City of Fort Lupton, County of Weld, State of Colorado. The site is located north of the intersection of Route 16 and Northland Drive. The 5 acre site is bounded by Northland Drive (80' R.O.W.) to the east and vacant land to the north, south, and west.

Proposed Development:

The proposed development consists of a new 2,400 SF building and fenced gravel storage yard area along with associated parking, drives, and landscape areas. The site will serve as a logistics center for items auctioned in monthly online auctions. Storm drainage generally flows west and north and a proposed onsite detention pond is proposed for water quality and runoff attenuation. Water and sanitary services are proposed to connect to mains located in the public ROW along the east side of the site.

Site Layout:

The proposed site layout includes an access drive to be located near the northern end of the site along the east side. A building with parking is proposed for the northeast corner of the site. A majority of the site will be a gravel storage yard enclosed by proposed fencing. A detention pond is proposed at the northwest corner of the site. The proposed site plan has been reviewed and coordinated with the North Land Design Review Board.

Proposed Site Operations / About:

JJ Kane Auctions conducts online, public, absolute vehicle and equipment auctions across the U.S. We provide the opportunity to buy direct from fleet owners in the utility, construction, government, forestry, rental, and transportation industries. Our large and diverse auction inventory ranges from after-market heavy construction equipment, used cars and trucks, used service trucks, used pickup trucks, after-market bucket trucks, cranes, and digger derricks. We offer a wide variety of services for both buyers and sellers. These include transportation, financing, cleaning, de-identification, and more. We make it easy for you to sell your equipment directly to buyers who need it.

We are seeking to locate and develop storage yards for a solely online auction business model, having these locations reduces transportation costs for our customers and increases our accessibility to that same customer base.

<https://www.jjkane.com/>

JJ Kane is a wholly owned subsidiary of Altec Inc. www.altec.com

Best Regards,

Mathew A. Adams, P.E.
Principal
Proof Civil

Date: April 29, 2024

From: North Land PUD, Design Review Board (DRB)
Lloyd Land, Shane Olson, Vern Burke

To: ProofCivil Engineering
Mathew Adams
600 Grant St, Suite 220
Denver CO 802
&

City of Fort Lupton
Todd Hodges
Planning Department
Fort Lupton, Colorado 80621

RE: **JJ Kane Site Plan Approval**
North Land PUD, Lot 4, 2nd Filing, Phase1

The Northland DRB is pleased to grant PUD Approval of the Design drawings, , specifications, etc received by email April 27, 2024

The DRB finds these Submittals regarding Proposed on-site Development as satisfying Compliance with the North Land PUD Regulations and Design Guidelines. The Owners are approved for submittal to City of Lupton Planning & Zoning, with DRB Approval

We look forward to seeing this project constructed on site in the near future, and request to be CC'ed (digitally) on the City Subittal Drawings as the process moves ahead.

Thank You,



Vern Burke, for North Land PUD
CC: Ft Lupton P&Z

Zachary Mettler

From: Zachary Mettler
Sent: Monday, August 12, 2024 11:26 AM
To: Matt Adams
Cc: PlanningDept
Subject: SPR24-004 JJ Kane DRB Clarification

Hi Matt,

That email is sufficient for the portions of red lines pertaining to PUD code clarifications.



Zachary Mettler
Planner I

Main 303.857.6694 | **Direct** (720) 466-6128
Mobile (303) 304-4498 | **Fax** (303) 857-0351
ZMettler@Fortluptonco.gov
1200 Dexter St Unit W13, Fort Lupton, CO 80621

The information transmitted is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL material. If you receive this information in error, please delete or destroy the information.

From: Matt Adams <madams@proofcivil.com>
Sent: Monday, August 12, 2024 8:50 AM
To: Zachary Mettler <ZMettler@Fortluptonco.gov>
Subject: FW: approval of plans.

Good morning Zach. See below for email from Loyd in regards to our plans for SPR24-004 JJ Kane Northland Lot 4 Site Plan Review. Let me know if this is adequate or if you need additional approvals from him and the DRB. Note, that we are going to shift the fence to the property line on the north and south sides, all are in agreement on that.

Thanks,

Mathew Adams, P.E.



600 Grant Street Suite 210 | Denver, CO | 80203
C: 303.748.3496 | D: 720.892.5305 | O: 303.325.5709
madams@proofcivil.com | www.proofcivil.com

We are moving!

As of 09/01 our new address will be
1531 Market Street, Denver, CO 80202

From: land391957@aol.com <land391957@aol.com>
Sent: Monday, August 12, 2024 8:21 AM
To: Matt Adams <madams@proofcivil.com>
Subject: approval of plans.

We are in agreeance with the plans we discussed. The side fence can be placed on the property side line but the front set back will be as it is approved by the review committee. Were in agreeance with all the rest of plans as they are.
Thank you
Lloyd Land

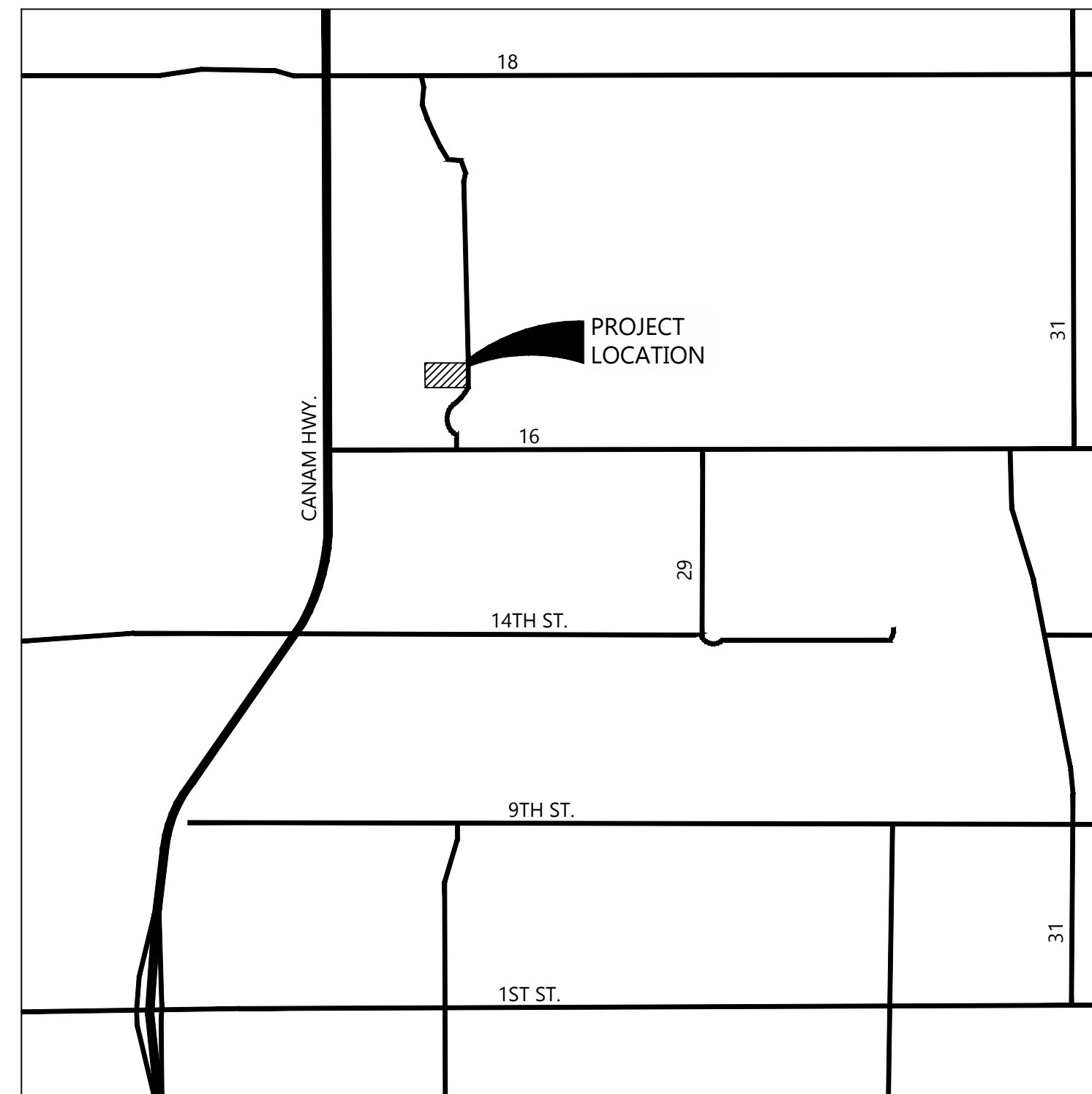
LOT 4, NORTH LAND PUD SECOND FILING PHASE I

DRC DRAWINGS

JJ KANE

SITUATED IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

SHEET INDEX	
Sheet Number	Sheet Title
1	DRC COVER SHEET
2	DRC SITE PLAN
3	DRC DETAILED SITE PLAN
4	DRC CONCEPTUAL LANDSCAPE PLAN
5	PHOTOMETRIC PLAN
6	FLOOR PLAN
7	BUILDING ELEVATIONS
8	BUILDING ELEVATIONS



VICINITY MAP
SCALE: 1" = 2000'±

OWNERSHIP
JJ KANE AUCTIONEERS
33 INVERNESS CENTER PARKWAY
BIRMINGHAM AL 35242
205.408.2341

ARCHITECT
BLACKMON ROGERS
3 OFFICE PARK CIR APT 316
BIRMINGHAM, AL 35223
205.447.1226

CIVIL ENGINEER
PROOF CIVIL
600 GRANT ST., STE. 210
DENVER, CO 80203
PH: 303.325.5709
MATHEW ADAMS, PE

LANDSCAPE
SEVEN 29 DESIGN
5856 S. LOWELL BLVD, UNIT 32 #260
LITTLETON ,CO 80123
303.883.3278
CHRIS MARCH

SURVEY NOTES:

LEGAL DESCRIPTION
LOT 4, NORTH LAND PUD SECOND FILING PHASE I, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.
CONTAINS 5.00 ACRES, MORE OR LESS, BY SURVEY

BASIS OF BEARINGS

BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH LINE OF LOT 4, NORTH LAND PUD SECOND FILING PHASE I, BETWEEN FOUND MONUMENTS AS SHOWN AND DESCRIBED HEREON. SAID LINE BEARS N90°00'00"E TO REFERENCE THE RECORDED PLAT OF SAID SUBDIVISION.

SITE BENCHMARK

NGS BENCHMARK "U 260": LOCATED ALONG THE UNION PACIFIC RAILROAD RIGHT-OF-WAY NORTH OF THE INTERSECTION OF THE RAILROAD AND COUNTY ROAD 16, $\pm 49'$ NORTH OF THE CENTER LINE OF COUNTY ROAD 16, $\pm 26.5'$ WEST OF THE WEST RAIL, $\pm 0.6'$ NORTH OF A WITNESS POST. PUBLISHED NGS NAVD88
ELEVATION=4894.28 FEET.

[illegible]

SEAL:

FOR AND ON BEHALF OF PROOF CIVIL CO.

REVISIONS

NO.	DATE	DESCRIPTION
1	10/9/2023	CITY COMMENTS
2	2/8/2024	CITY COMMENTS

PROJ. NO.:	22034	DATE:	7/7/2022	DRAWN BY:	WBP	CHECKED BY:	MAA
				CO			

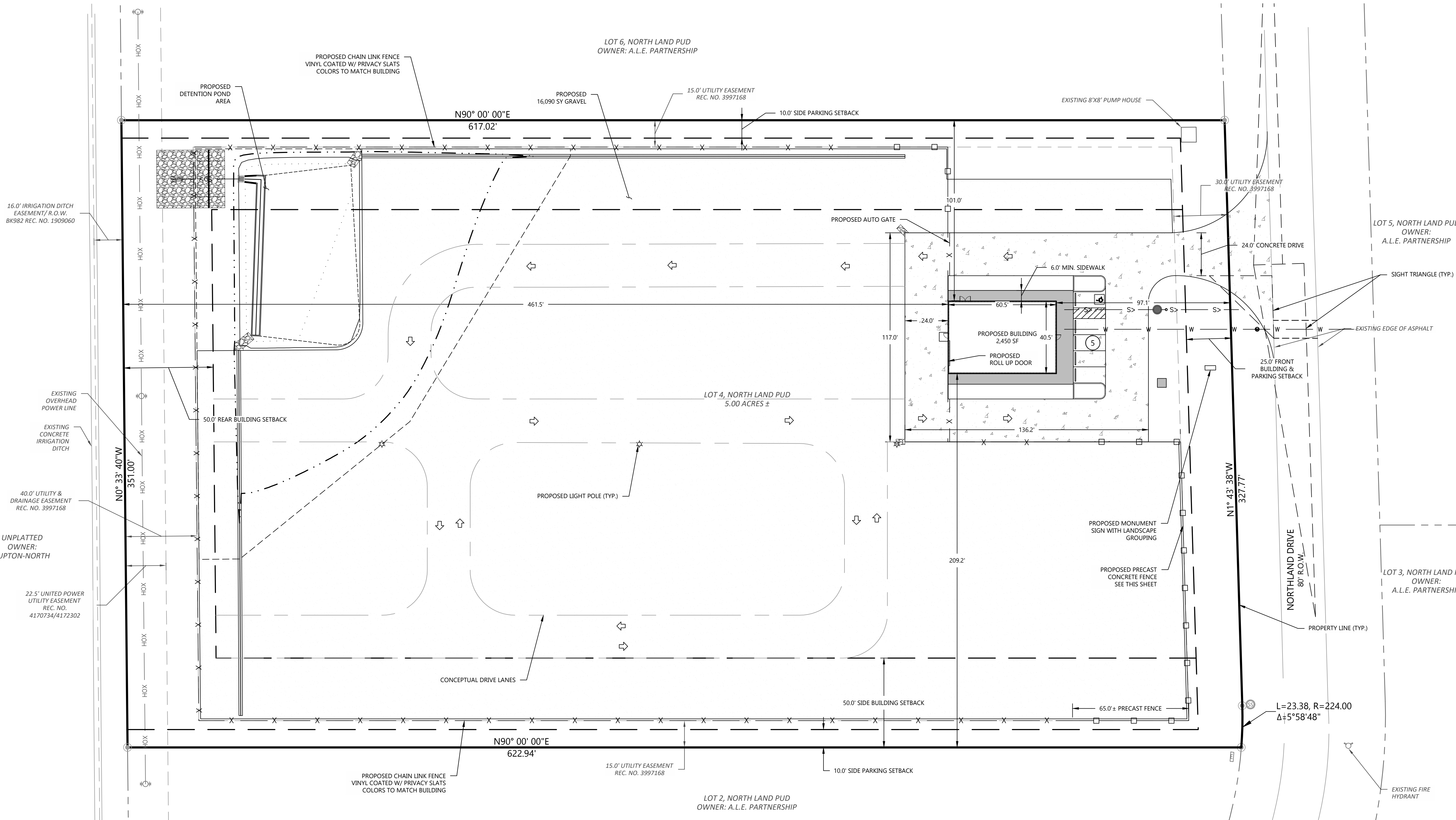
DRC SITE PLAN

NORTH LAND LOT 4
JJ KANE

FORT LUPTON

DRAWING NO.

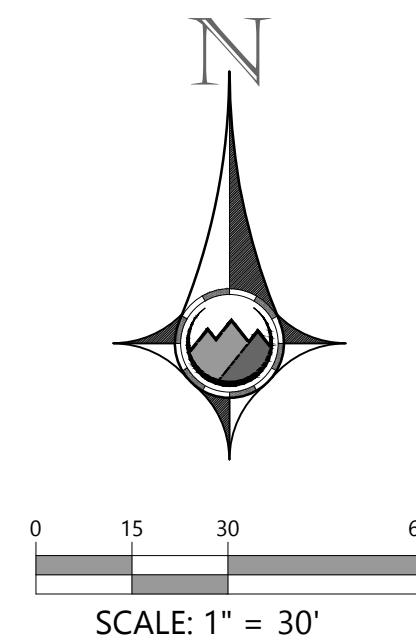
2

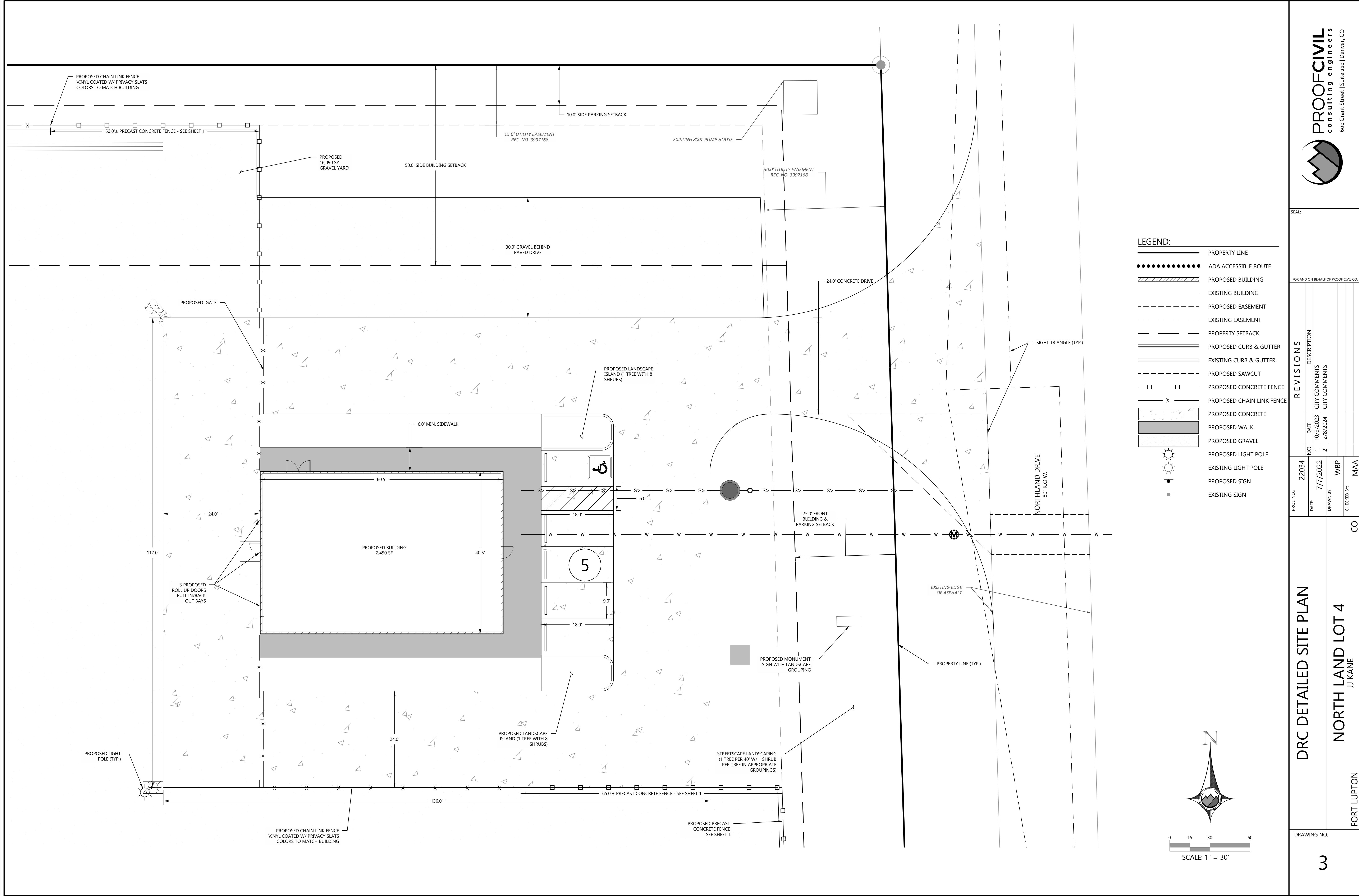


PUD LAND USE TABLE		
	STANDARD	PROPOSED
MAX. BUILDING HEIGHT	60'	20'
MIN. BUILDING SETBACKS:		
FRONT	25'	97.6'
SIDE (NORTH)	50'	101.0'
SIDE (SOUTH)	50'	209.0'
REAR	50'	461.3'
LOT COVERAGE	85% MAX	74.6% (162,559)
ITEM	AREA (SQ. FT.)	% OF GROSS SITE
GROSS SITE AREA	217,805 SF (5.0 ACRES)	100.0%
BUILDING	2,450 SF	1.1%
CONCRETE DRIVE/WALKS	13,402 SF	6.1%
GRAVEL YARD	144,822 SF	66.4%
LANDSCAPE SURFACE AREA	57,273 SF	26.4%
PARKING DATA	REQUIRED SPACES	PROVIDED SPACES
TOTAL SPACES	TOTAL EMPLOYEES + 10% GUEST	5
ACCESSIBLE SPACES	1	1

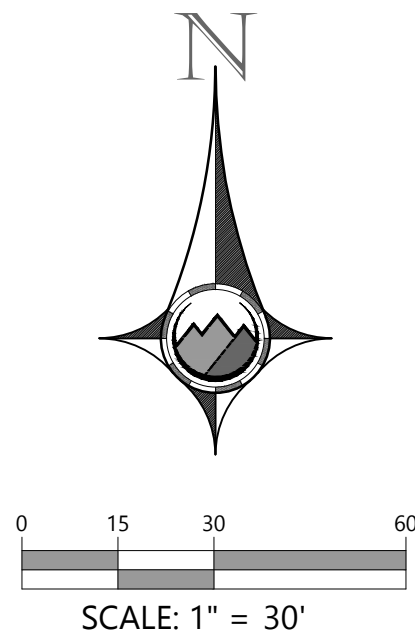


8" HIGH X 13'2" WIDE PANELS
PRECAST CONCRETE FENCE
PATTERN AND COLOR AS SHOWN





- LEGEND:
- PROPERTY LINE
 - ADA ACCESSIBLE ROUTE
 - PROPOSED BUILDING
 - EXISTING BUILDING
 - PROPOSED EASEMENT
 - EXISTING EASEMENT
 - PROPERTY SETBACK
 - PROPOSED CURB & GUTTER
 - EXISTING CURB & GUTTER
 - PROPOSED SAWCUT
 - PROPOSED CONCRETE FENCE
 - PROPOSED CHAIN LINK FENCE
 - PROPOSED CONCRETE
 - PROPOSED WALK
 - PROPOSED GRAVEL
 - PROPOSED LIGHT POLE
 - EXISTING LIGHT POLE
 - PROPOSED SIGN
 - EXISTING SIGN



PROOFcivil
consulting engineers
600 Grant Street | Suite 210 | Denver, CO

SEAL:

FOR AND ON BEHALF OF PROOF CIVIL CO.

REVISIONS			
NO.	DATE	DESCRIPTION	
1	10/9/2023	CITY COMMENTS	
2	2/8/2024	CITY COMMENTS	

PROJ. NO.: 22034

DATE: 7/7/2022

DRAWN BY: WBP

CHECKED BY: MAA

DRC DETAILED SITE PLAN

NORTH LAND LOT 4
JJ KANE

FORT LUPTON
CO

DRAWING NO.

3

Page 51 of 135

SEAL:

FOR AND ON BEHALF OF PROFESSIONAL CIVIL CO.

REVISIONS

NO.	DATE	DESCRIPTION
1	4/2/2024	
2		
3		
4		
5		

PROJ. NO.:

23025

DATE:

4/2/2024

DRAWN BY:

CM

CHECKED BY:

CM

CO

DRC CONCEPTUAL LANDSCAPE PLAN

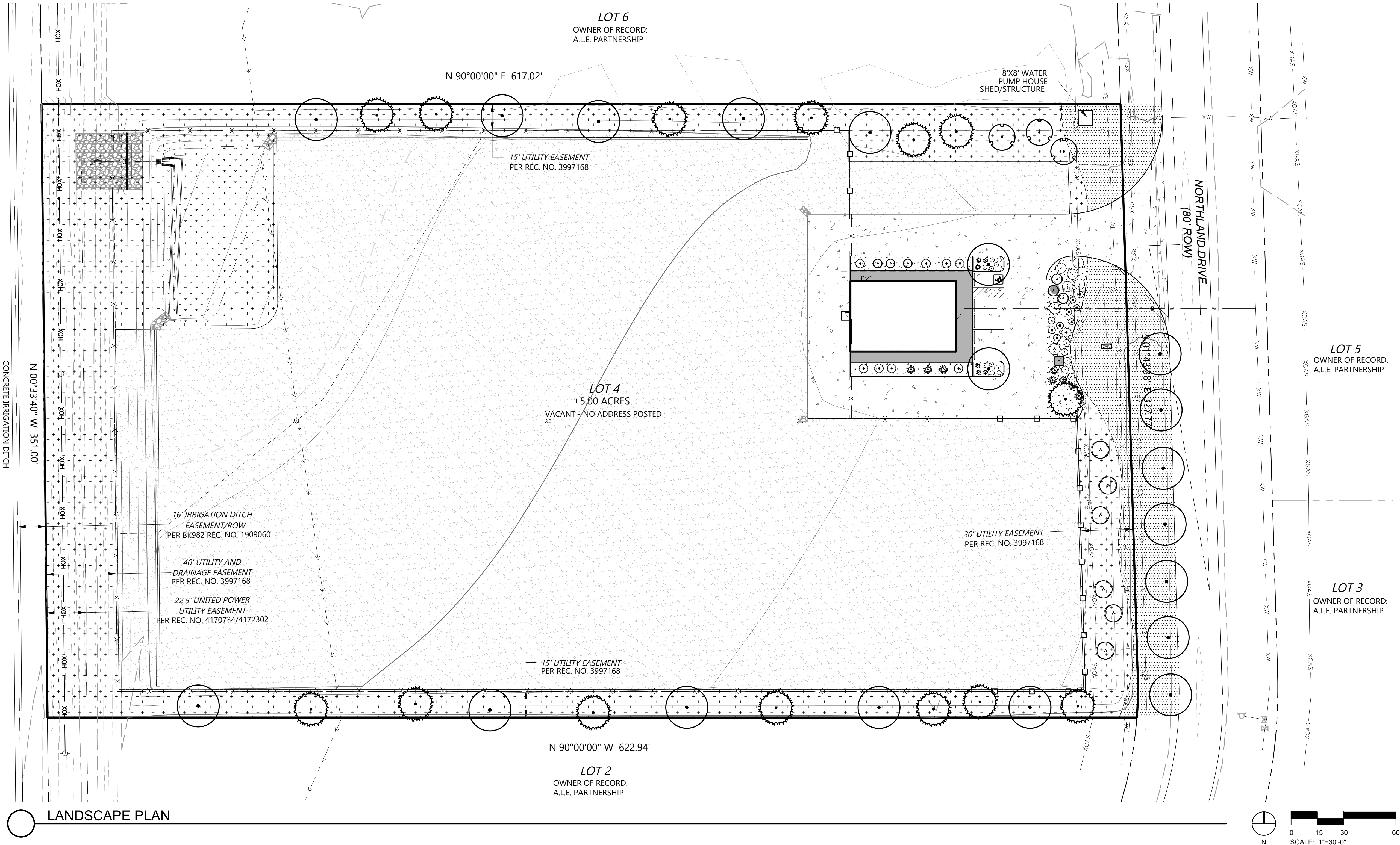
NORTH LAND LOT 4

JJ KANE

FORT LUPTON

DRAWING NO.

4



LANDSCAPE PLAN

LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	DECIDUOUS SHADE TREE		CONCRETE PAVING
	EVERGREEN TREE		TEXAS HYBRID BLUEGRASS SOD
	ORNAMENTAL TREE		ORGANIC MULCH
	DECIDUOUS SHRUBS		ROCK MULCH
	EVERGREEN SHRUBS		NATIVE SEED - DRYLAND
	BROADLEAF EVERGREEN SHRUBS		NATIVE SEED - DETENTION
	ORNAMENTAL GRASS		LANDSCAPE EDGING

LANDSCAPE REQUIREMENTS

CATEGORY	UNIT	FORMULA	REQUIREMENT	PROVIDED
PERIMETER LANDSCAPE ADJACENT TO PUBLIC AND PRIVATE ROADS				
NORTHLAND DRIVE	264 LF ⁽¹⁾	1 TREE / 40 LF 1 SHRUB / TREE	7 7	7 7
PERIMETER LANDSCAPE ADJACENT TO ABUTTING PROPERTY				
NORTH PROPERTY	617 LF	1 TREE / 60 LF	11	11
WEST PROPERTY	351 LF	1 TREE / 60 LF	6	6 ⁽²⁾
SOUTH PROPERTY	623 LF	1 TREE / 60 LF	11	11
PARKING LOT LANDSCAPING				
PARKING SPACES	5	1 TREE / 8 SPACES	1	1
MULCH AREAS				
TOTAL MULCHED AREA	3,130 SF	ROCK MULCH AREA	1,420 SF	45%

(1) DIMENSION EXCLUDES DRIVE AISLE WIDTH
(2) DUE TO CONFLICTS WITH THE 25' UNITED POWER OVERHEAD UTILITY EASEMENT, 40' UTILITY AND DRAINAGE EASEMENT, AND THE 16' IRRIGATION DITCH EASEMENT - THE 6 REQUIRED TREES HAVE BEEN LOCATED THROUGHOUT THE PROPERTY TO ENHANCE OTHER AREAS.

PLANT PALETTE

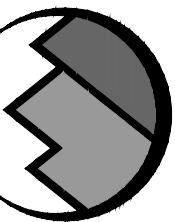
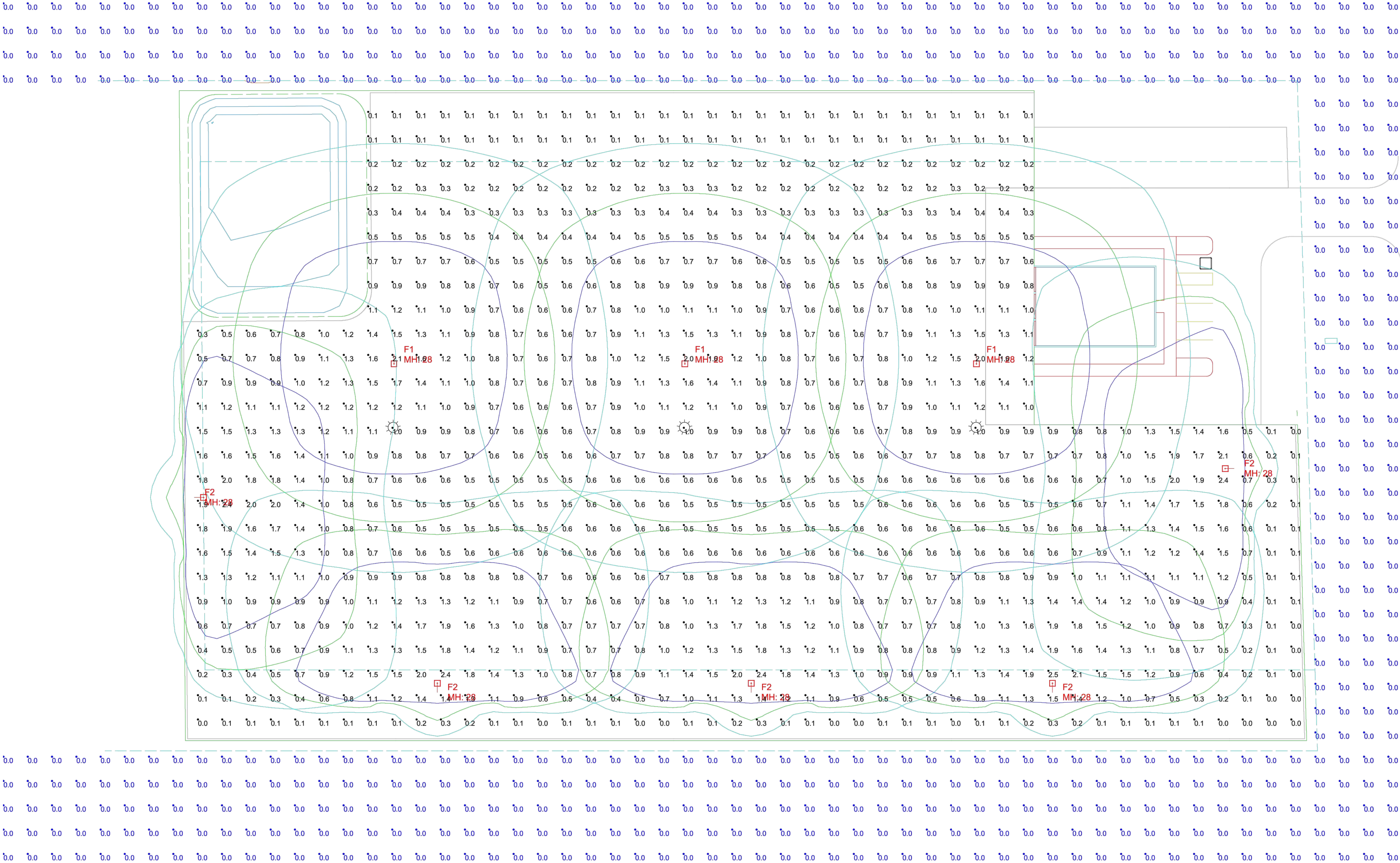
DECIDUOUS TREES AUTUMN BLAZE MAPLE NORTHERN CATALPA WESTERN HACKBERRY SHADEMASTER HONEYLOCUST KENTUCKY COFFEETREE LONDON PLANE TREE TEXAS RED OAK GAMBEL OAK ACCOLADE ELM	ORNAMENTAL TREES FLAME AMUR MAPLE SPRING SNOW CRAB APPLE DECIDUOUS SHRUBS DWARF RED TWIG DOGWOOD RED TWIG DOGWOOD RUSSIAN SAGE DWARF NINEBARK AMERICAN PLUM PAWNEE BUTTES SAND CHERRY ALPINE CURRANT FRITCH SPIREA MINI MAN VIBURNUM	EVERGREEN SHRUBS GLOBE SPRUCE RH MONTGOMERY SPRUCE WHITEBUD MUGO PINE ORNAMENTAL GRASS FEATHER REED GRASS MAIDEN GRASS ZEBRA GRASS
--	--	---

FIXTURES MOUNTED ON 25' POLE & 3' BASE
 LIGHT LEVEL CALCULATED ON THE GROUND

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
SPILL LIGHT	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
YARD LIGHTING	Illuminance	Fc	0.75	2.5	0.0	N.A.	N.A.

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	LLF	Lum. Watts	Total Watts	Description
	3	F1	Single	0.900	151	453	PRV-PA2B-740-U-5WQ
	5	F2	Single	0.900	151	755	PRV-PA2B-740-U-T4W-HSS

DESIGN IS BASED ON CURRENT INFORMATION PROVIDED AT THE TIME OF REQUEST.
 ANY CHANGES IN MOUNTING HEIGHT OR LOCATION, LAMP WATTAGE, LAMP TYPE, AND
 EXISTING FIELD CONDITIONS, THAT EFFECT ANY OF THE PREVIOUSLY MENTIONED, WILL
 VOID CURRENT LAYOUT AND REQUIRE A CHANGE REQUEST AND RECALCULATION.



SEAL:

FOR AND ON BEHALF OF PROOF CIVIL CO.

REVISIONS

NO.	DATE	DESCRIPTION
1	10/9/2023	CITY COMMENTS
2	2/8/2024	CITY COMMENTS

PROJ. NO.:

22034

DATE:

7/7/2022

DRAWN BY:

WBP

CHECKED BY:

MAA

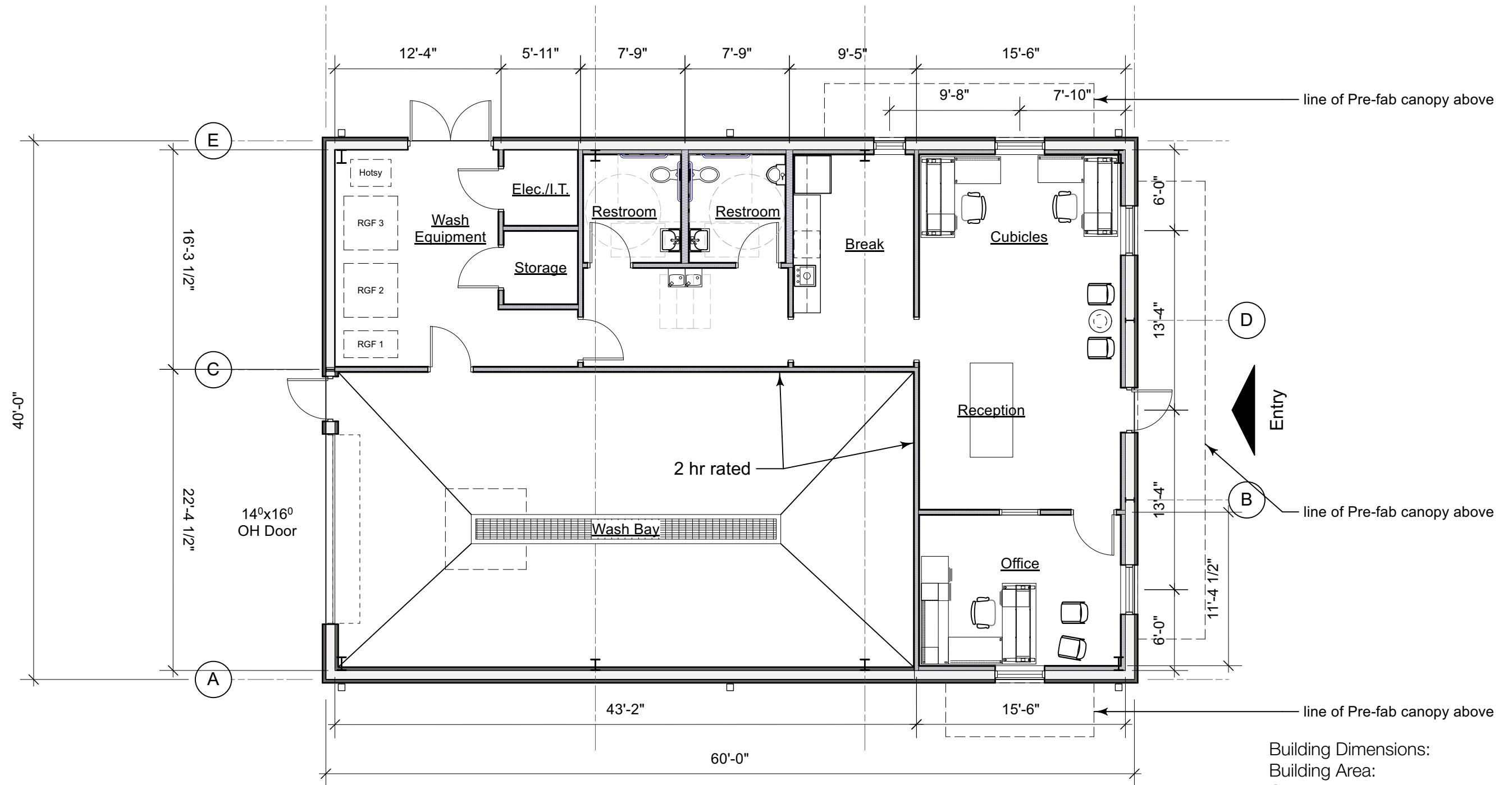
PHOTOMETRIC PLAN

NORTH LAND LOT 4
 JJ KANE

FORT LUPTON
 CO

DRAWING NO.

5

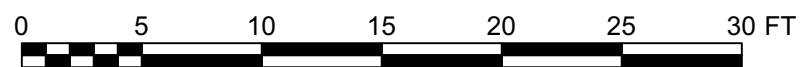


Building Dimensions: 40'x60'
 Building Area: 2,400 SF
 Occupancy: 15 occupants*
 Non-sprinklered
 Separation 2 hour

Per 2018 IBC:
 mop sink required 0 @ 16+
 drinking fountain required 0 @ 16+
 toilet room required 1

*occupancy based on actual use

1 Floor Plan
 A-A Scale: 1/8" = 1'-0"

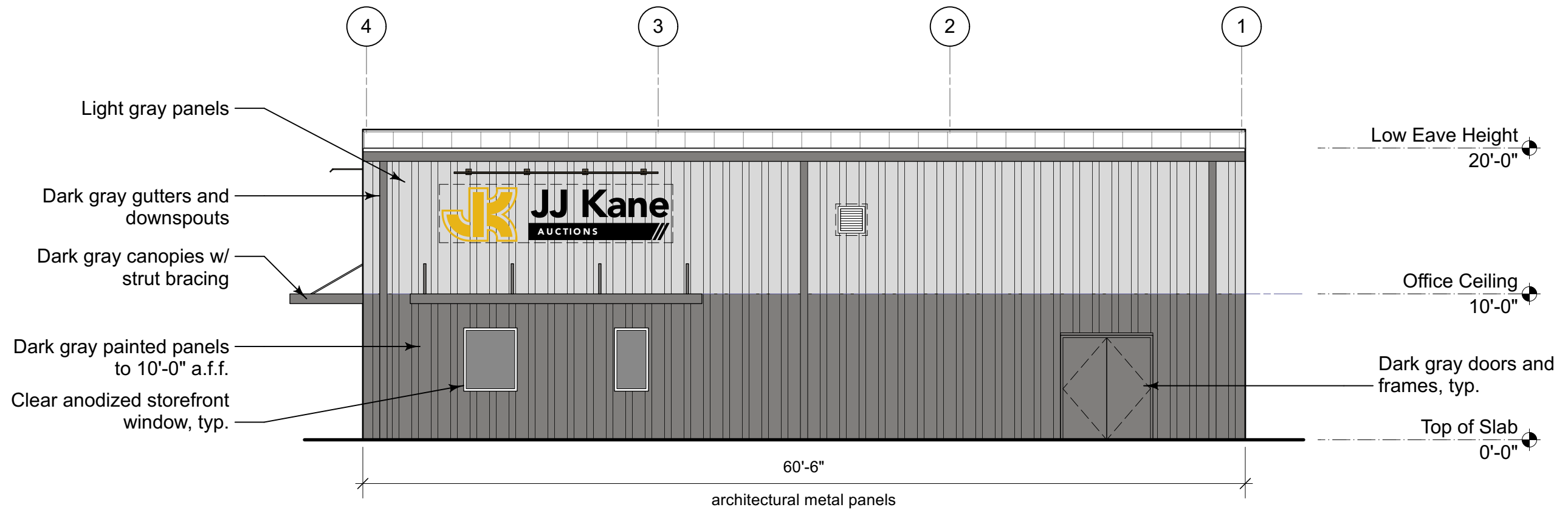


J J Kane Auctions
 Ft Lupton, CO

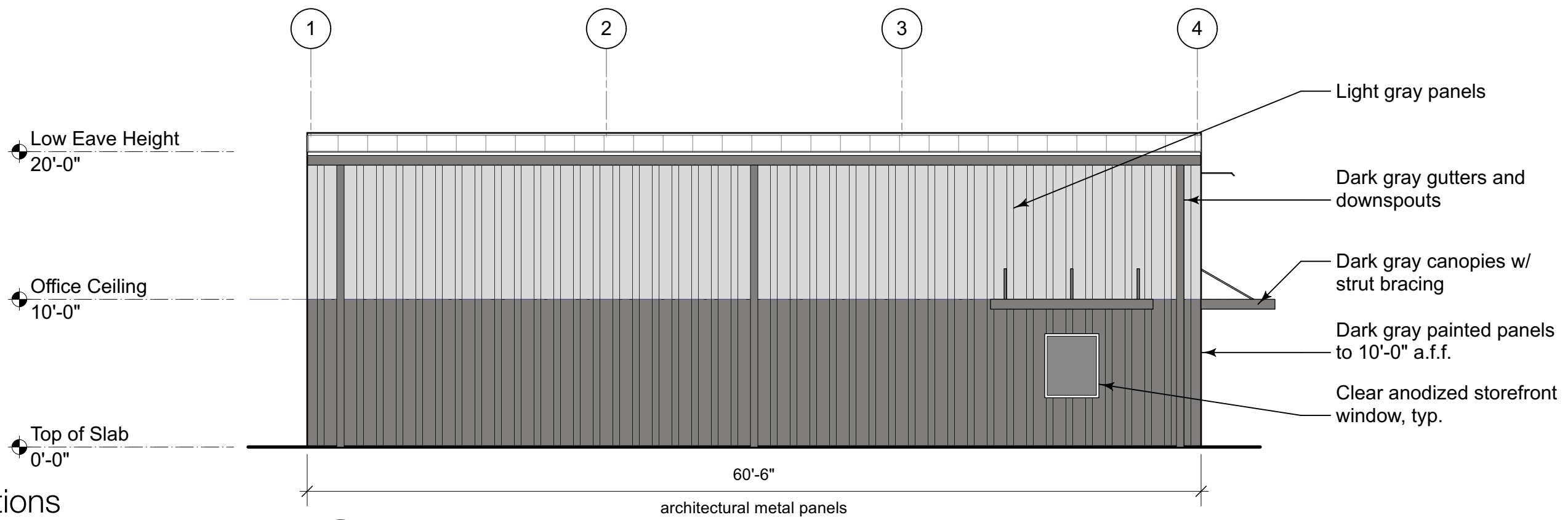
04/18/2024

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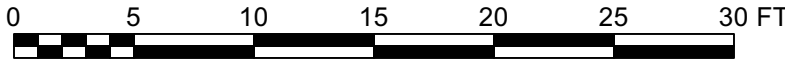
BLACKMON ROGERS
 ARCHITECTS LLC



2 Schematic North Elevation
E-1 Scale: 1/8" = 1'-0"



1 Schematic South Elevation
E-1 Scale: 1/8" = 1'-0"



J J Kane Auctions
Ft Lupton, CO

04/18/2024

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BLACKMON ROGERS
ARCHITECTS LLC

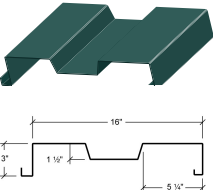


CONCEALED FASTENING SYSTEMS

SHADOWRIB™

ShadowRib™ is a 3" deep panel that combines aesthetics, economy and function to bring definition to metal structures. ShadowRib™ has multiple panel attachment and coating options.

ShadowRib™ is a proven performer and a versatile tool to the designer. Structural strength in the ShadowRib™ panel is accomplished without sacrificing appearance or design flexibility. Apply the panel over light-gauge framing, purlins, girts, structural steel and joists. Panels may be secured to the structure from the outside of the building with the ShadowRib™ concealed clip or from inside the building with an expansion fastener. Both are positive fastened methods that create a secure interlock between panel and structure. The fluted face creates distinctive shadow lines.



- Product Specifications**
- Applications:** Wall

Coverage Widths: 16"

Panel Attachment: Concealed Fastening System Outside Panel Attachment - ShadowRib™ Panel Clip
- Gauges:** 24 (standard); 22 (optional)

Finishes: Smooth (standard); Embossed (optional)

Coatings: Galvalume Plus®, Signature® 200, Signature® 300, Signature® 300 Metallic

844-327-1748 | mbci.com | shop.mbc.com



CONCEALED FASTENING SYSTEMS

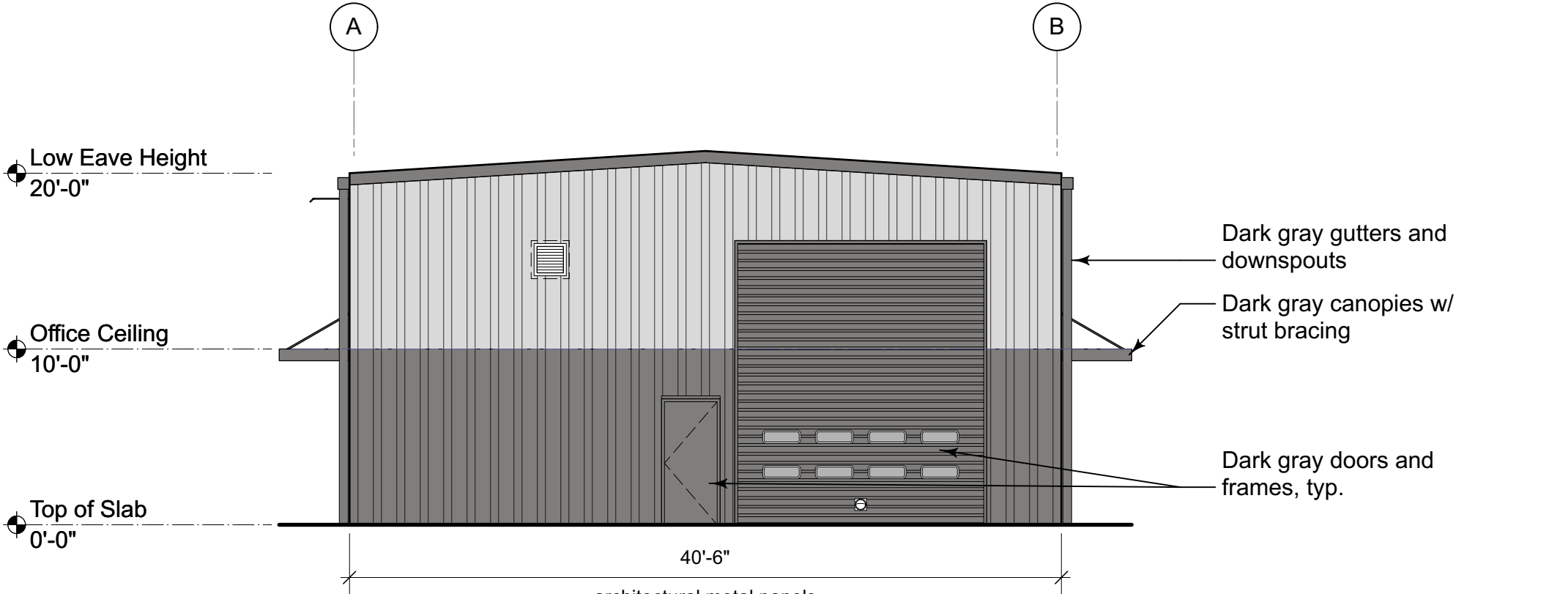
SHADOWRIB™

CATEGORY	CHARACTERISTIC	TEST METHOD	PURPOSE	RESULT
STRUCTURAL	Negative Wind Loads	ASTM E 1592	Provides a standard procedure to evaluate or confirm structural performance under uniform static air pressure difference.	See Load Chart Section
	Positive Wind Load	AISI S100	North American Specification for the Design of Cold-Formed Steel Structural Members	See Section Properties and Allowable Load Table Section
WALL LISTINGS	Wall Performance - Texas Department of Insurance	ASTM E 1592	TWIA provides windstorm and hail insurance in areas exposed to hurricanes and currently provides windstorm and hail coverage in the following 14 "first tier" Texas coastal counties: Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio and Willacy.	See EC-99
	Wall Performance - Florida Approval	ASTM E1592	Florida product approval is the approval of products and systems, which comprise the building envelope and structural frame, for compliance with the structural requirements of the Florida Building Code.	See FL# 42378.4

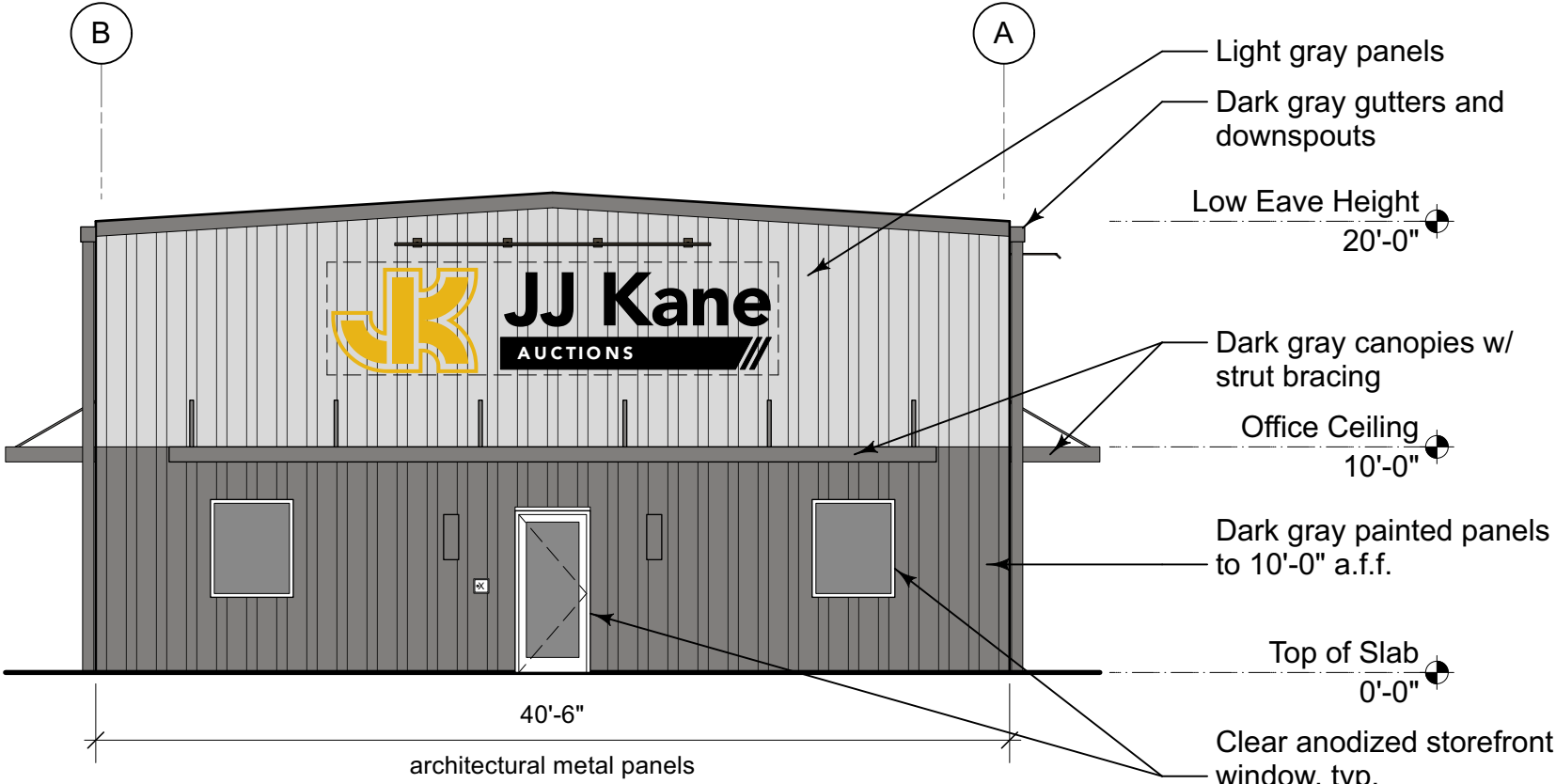
J J Kane Auctions
Ft Lupton, CO

04/18/2024

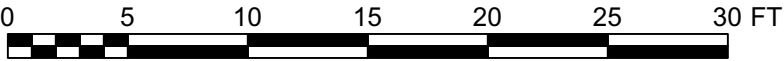
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2
E-2 Schematic West Elevation
Scale: 1/8" = 1'-0"



1
E-2 Schematic East Elevation
Scale: 1/8" = 1'-0"



BLACKMON ROGERS
ARCHITECTS LLC

Project		Catalog #		Type	
Prepared by		Notes		Date	



Lumark

PRV / PRV-XL Prevail LED

Area / Site Luminaire

Typical Applications

Outdoor • Parking Lots • Walkways • Roadways • Building Areas

Interactive Menu

- Ordering Information [page 2](#)
- Mounting Details [page 3](#)
- Optical Configurations [page 3](#)
- Product Specifications [page 3](#)
- Energy and Performance Data [page 4](#)
- Control Options [page 5](#)

Product Certifications



Product Features

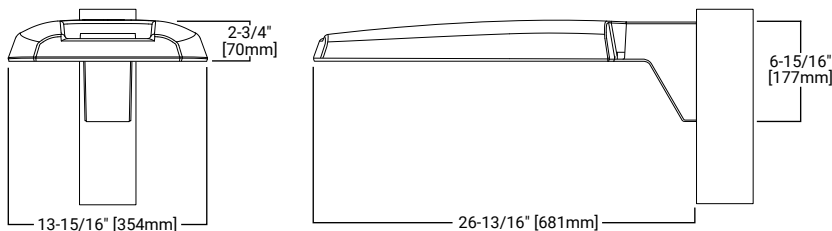


Quick Facts

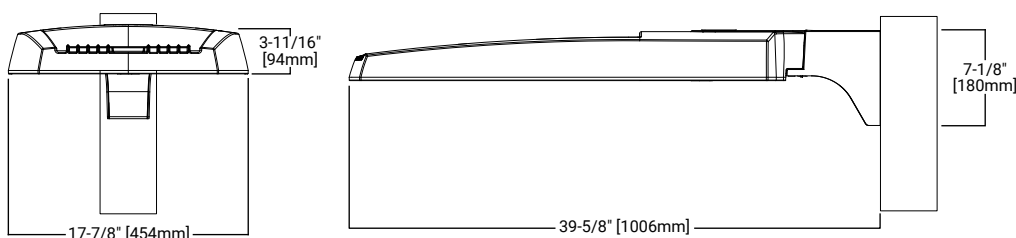
- Lumen packages range from 7,100 - 48,600 lumens (50W - 350W)
- Replaces 70W up to 1,000W HID equivalents
- Efficacies up to 148 lumens per watt
- Energy and maintenance savings up to 85% versus HID solutions
- Standard universal quick mount arm with universal drill pattern

Dimensional Details

Prevail



Prevail XL



Ordering Information

SAMPLE NUMBER: **PRV-XL-C75-D-UNV-T4-SA-BZ**

Product Family ^{1,2}	Light Engine ³	Driver	Voltage	Distribution	Mounting (Included)	Color
PRV =Prevail	C15 =(1 LED) 7,100 Nominal Lumens C25 =(2 LEDs) 13,100 Nominal Lumens C40 =(2 LEDs) 17,100 Nominal Lumens C60 =(2 LEDs) 20,000 Nominal Lumens	D =Dimming (0-10V)	UNV =Universal (120-277V) 347 =347V 480 =480V ⁴	T2 =Type II T3 =Type III T4 =Type IV T5 =Type V	SA =Standard Versatile Arm MA =Mast Arm WM =Wall Mount Arm	AP =Grey BZ =Bronze BK =Black DP =Dark Platinum GM =Graphite Metallic WH =White
PRV-XL =Prevail XL	C75 =(4 LED) 26,100 Nominal Lumens C100 =(4 LED) 31,000 Nominal Lumens C125 =(4 LED) 36,000 Nominal Lumens C150 =(6 LED) 41,100 Nominal Lumens C175 =(6 LED) 48,600 Nominal Lumens					
Options (Add as Suffix)			Accessories (Order Separately) ¹⁷			
7030 =70 CRI / 3000K CCT ⁵ 7050 =70 CRI / 5000K CCT ⁵ HSS =House Side Shield ⁶ L90 =Optics Rotated 90° Left R90 =Optics Rotated 90° Right 10K =10kV/10kA UL 1449 Fused Surge Protective Device HA =50°C High Ambient Temperature ⁷ PER =NEMA 3-PIN Twistlock Photocontrol Receptacle PER7 =NEMA 7-PIN Twistlock Photocontrol Receptacle MSP/DIM-L12 =Integrated Sensor for Dimming Operation, 8' - 12' Mounting Height ^{8,9} MSP/DIM-L30 =Integrated Sensor for Dimming Operation, 12' - 30' Mounting Height ^{8,9} MSP-L12 =Integrated Sensor ON/OFF Operation, 8' - 12' Mounting Height ^{8,9} MSP-L30 =Integrated Sensor ON/OFF Dimming Operation, 12' - 30' Mounting Height ^{8,9} MS/DIM-L20 =Motion Sensor for Dimming Operation, 9' - 20' Mounting Height ^{9,10} MS/DIM-L40W =Motion Sensor for Dimming Operation, 21' - 40' Mounting Height ^{9,10} MS-L20 =Motion Sensor for ON/OFF Operation, 9' - 20' Mounting Height ^{9,10} MS-L40W =Motion Sensor for ON/OFF Operation, 21' - 40' Mounting Height ^{9,10} ZW =Wavelinx-enabled 4-PIN Twistlock Receptacle ^{9,11,12} ZW-SWPD4XX =Wavelinx Wireless Sensor, 7' - 15' Mounting Height ^{9,11,12,13} ZW-SWPD5XX =Wavelinx Wireless Sensor, 15' - 40' Mounting Height ^{9,11,12,13} LWR-LW =LumaWatt Pro Wireless Sensor, Wide Lens for 8' - 16' Mounting Height ^{9,14} LWR-LN =LumaWatt Pro Wireless Sensor, Narrow Lens for 16' - 40' Mounting Height ^{9,14} (See Table Below) =LumenSafe Integrated Network Security Camera ^{15,16}			PRVWM-XX =Wall Mount Kit ⁸ PRVMA-XX =Mast Arm Mounting Kit ⁸ PRVSA-XX =Standard Arm Mounting Kit ⁸ PRVLSA-XX =Standard Arm Mounting Kit (for Prevail XL) ¹⁵ PRVXLWM-XX =Wall Mount Kit (for Prevail XL) ¹⁵ PRVXLMA-XL =Mast Arm Mounting Kit (for Prevail XL) ¹⁵ MA1010-XX =Single Tenon Adapter for 3-1/2" O.D. Tenon MA1011-XX =2@180° Tenon Adapter for 3-1/2" O.D. Tenon MA1017-XX =Single Tenon Adapter for 2-3/8" O.D. Tenon MA1018-XX =2@180° Tenon Adapter for 2-3/8" O.D. Tenon HS/VERD =House Side Shield ^{6,18} VGS-F/B =Vertical Glare Shield, Front/Back ¹⁸ VGS-SIDE =Vertical Glare Shield, Side ¹⁸ OA/RA1013 =Photocontrol Shorting Cap OA/RA1014 =NEMA Photocontrol - 120V OA/RA1016 =NEMA Photocontrol - Multi-Tap 105-285V OA/RA1201 =NEMA Photocontrol - 347V OA/RA1027 =NEMA Photocontrol - 480V ISHH-01 =Integrated Sensor Programming Remote ¹⁹ FSIR-100 =Wireless Configuration Tool for Occupancy Sensor ²⁰ SWPD4-XX =WaveLinx Wireless Sensor, 7' - 15' Mounting Height ^{12,13,21} SWPD5-XX =WaveLinx Wireless Sensor, 15' - 40' Mounting Height ^{12,13,21} WOLC-7P-10A =WaveLinx Outdoor Control Module (7-PIN) ²²			
NOTES: 1. DesignLights Consortium® Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details. 2. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for applications. Refer to installation instructions and pole white paper WP513001EN for additional support information. 3. Standard 4000K CCT and 70CRI. 4. Only for use with 480V Wye systems. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems). 5. Use dedicated IES files on product website for non-standard CCTs. 6. Option will come factory-installed. House Side Shield not suitable with T5 distribution or C60 lumen package. 7. Not available with C60 lumen package. 8. Only available in PRV configurations C15, C25, C40 or C60. 9. Controls system is not available with photocontrol receptacle (PER or PER7) or other controls systems (MS, MSP, ZW or LWR). 10. Utilizes the Wattstopper sensor FSP-211. 11. Sensor passive infrared (PIR) may be overly sensitive when operating below -20°C (-4°F). 12. In order for the device to be field-configurable, requires WAC Gateway components WAC-PoE and WPOE-120 in appropriate quantities. Only compatible with WaveLinx system and software and requires system components to be installed for operation. See website for more Wavelinx application information. 13. Replace XX with sensor color (WH, BZ, or BK). 14. LumaWatt Pro wireless sensors are factory installed and require network components LWP-EM-1, LWP-GW-1, and LWP-PoE8 in appropriate quantities. See website for LumaWatt Pro application information. 15. Only available in PRV-XL configurations C75, C100, C125, C150, or C175. 16. Not available with 347V, 480V, or HA options. Consult LumenSafe system product pages for additional details and compatability information. 17. Replace XX with paint color. 18. Must order one per optic/LED when ordering as a field-installable accessory (1, 2, 4, or 6). 19. This tool enables adjustment to Integrated Sensor (MSP) parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative at Eaton for more information. 20. This tool enables adjustment to Motion Sensor (MS) parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative at Eaton for more information. 21. Requires Wavelinx-enabled 4-PIN twistlock receptacle (ZW) option. 22. Requires 7-PIN NEMA twistlock photocontrol receptacle (PER7) option. The WOLC-7 cannot be used in conjunction with other controls systems (MS, MSP, ZW or LWR).						

LumenSafe Integrated Network Security Camera Technology Options (Add as Suffix)

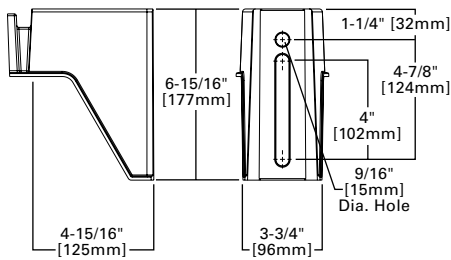
Product Family	Camera Type	Data Backhaul
L =LumenSafe Technology 	D =Dome Camera	C =Cellular, Customer Installed SIM Card A =Cellular, Factory Installed AT&T SIM Card V =Cellular, Factory Installed Verizon SIM Card S =Cellular, Factory Installed Sprint SIM Card E =Ethernet Networking

Stock Ordering Information

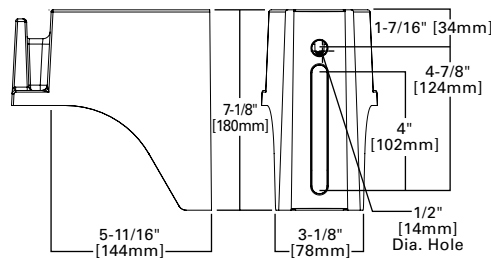
Product Family ¹	Light Engine	Voltage	Distribution	Options (Add as Suffix)
PRVS =Prevail	C15 =(1 LED) 7,100 Nominal Lumens C25 =(2 LEDs) 13,100 Nominal Lumens C40 =(2 LEDs) 17,100 Nominal Lumens C60 =(2 LEDs) 20,000 Nominal Lumens	UNV =Universal (120-277V) 347 =347V ²	T3 =Type III T4 =Type IV	MSP/DIM-L30 =Integrated Sensor for Dimming Operation, Maximum 30' Mounting Height ²
PRVS-XL =Prevail XL	C75 =(4 LED) 26,100 Nominal Lumens C100 =(4 LED) 31,000 Nominal Lumens C125 =(4 LED) 36,000 Nominal Lumens C150 =(6 LED) 41,100 Nominal Lumens C175 =(6 LED) 48,600 Nominal Lumens			
NOTES: 1. All stock configurations are standard 4000K/70CRI, bronze finish, and include the standard versatile mounting arm. 2. Only available in PRVS configurations C15, C25, C40 or C60.				

Mounting Details

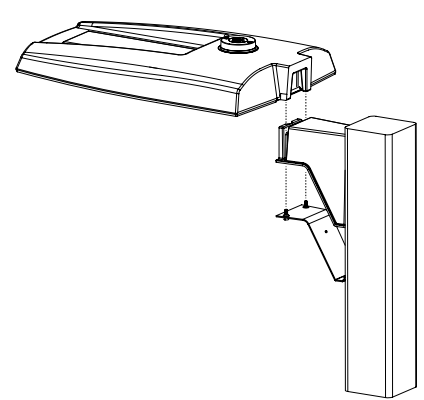
Pole Mount Arm (PRV)



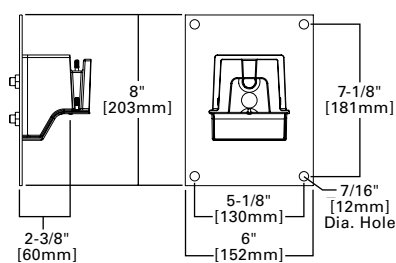
Pole Mount Arm (PRV-XL)



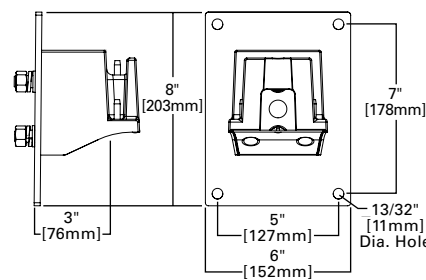
Versatile Mount System



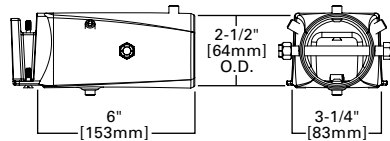
Wall Mount (PRV)



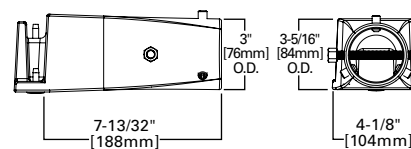
Wall Mount (PRV-XL)



Mast Arm Mount (PRV)



Mast Arm Mount (PRV-XL)



Mounting Configurations and EPAs

NOTE: For 2 PRV's mounted at 90°, requires minimum 3" square or 4" round pole for fixture clearance. For 2 PRV-XL's mounted at 90°, requires minimum 4" square or round pole for fixture clearance. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for applications.

Wall Mount

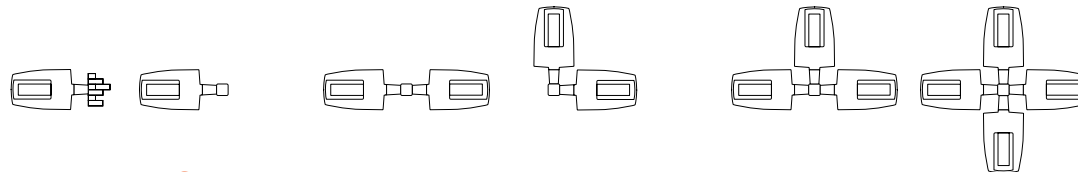
Arm Mount Single
EPA 0.92 (PRV)
EPA 1.12 (PRV-XL)

Arm Mount 2 @ 180°
EPA 1.35 (PRV)
EPA 2.25 (PRV-XL)

Arm Mount 2 @ 90°
EPA 1.42 (PRV)
EPA 2.13 (PRV-XL)

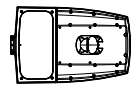
Arm Mount 3 @ 90°
EPA 1.63 (PRV)
EPA 2.52 (PRV-XL)

Arm Mount 4 @ 90°
EPA 1.63 (PRV)
EPA 2.52 (PRV-XL)

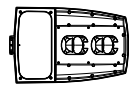


Optical Configurations

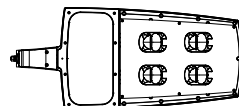
PRV-C15
(7,100 Nominal Lumens)



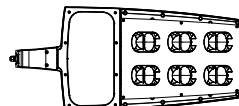
PRV-C25/C40/C60
(13,100/17,100/20,000
Nominal Lumens)



PRV-XL-C75/C100/C125
(26,100/31,000/36,300 Nominal Lumens)



PRV-XL-C150/C175
(41,100/48,600 Nominal Lumens)



Product Specifications

Construction

- Single-piece die-cast aluminum housing
- Tethered die-cast aluminum door

Optics

- Dark Sky Approved (3000K CCT and warmer only)
- Precision molded polycarbonate optics

Electrical

- 40°C minimum operating temperature
- 40°C maximum operating temperature
- >.9 power factor
- <20% total harmonic distortion

- Class 1 electronic drivers have expected life of 100,000 hours with <1% failure rate
- 0-10V dimming driver is standard with leads external to the fixture

Mounting

- Versatile, patented, standard mount arm accommodates multiple drill patterns ranging from 1-1/2" to 4-7/8"
- A knock-out on the standard mounting arm enables round pole mounting
- Prevail: 3G vibration rated
- Prevail XL Mast Arm: 3G vibration rated
- Prevail XL Standard Arm: 1.5G vibration rated

Finish

- Five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness

Shipping Data

- Prevail: 20 lbs. (9.09 kgs.)
- Prevail XL: 45 lbs. (20.41 kgs.)

Energy and Performance Data

Power and Lumens (PRV)

[View PRV IES files](#)

Light Engine		C15	C25	C40	C60
Power (Watts)		52	96	131	153
Input Current @ 120V (A)		0.43	0.80	1.09	1.32
Input Current @ 277V (A)		0.19	0.35	0.48	0.57
Input Current @ 347V (A)		0.17	0.30	0.41	0.48
Input Current @ 480V (A)		0.12	0.22	0.30	0.35
Distribution					
Type II	4000K Lumens	7,123	13,205	17,172	20,083
	BUG Rating	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3
	3000K Lumens	6,994	12,965	16,860	19,718
Type III	4000K Lumens	7,111	13,183	17,144	20,050
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4
	3000K Lumens	6,982	12,944	16,832	19,686
Type IV	4000K Lumens	7,088	13,140	17,087	19,984
	BUG Rating	B1-U0-G3	B2-U0-G4	B2-U0-G4	B3-U0-G5
	3000K Lumens	6,959	12,901	16,777	19,621
Type V	4000K Lumens	7,576	14,045	18,264	21,360
	BUG Rating	B3-U0-G3	B4-U0-G3	B4-U0-G4	B5-U0-G4
	3000K Lumens	7,438	13,790	17,932	20,972

Lumen Maintenance

Configuration	TM-21 Lumen Maintenance (50,000 Hours)	Theoretical L70 (Hours)
Up to PRV-C60 at 25°C	91.30%	194,000
Up to PRV-C60 at 40°C	87.59%	134,000
Up to PRV-XL-C175 at 25°C	91.40%	204,000
Up to PRV-XL-C175 at 40°C	89.41%	158,000

Lumen Multiplier

Ambient Temperature	Lumen Multiplier
10°C	1.02
15°C	1.01
25°C	1.00
40°C	0.99

Power and Lumens (PRV-XL)

[View PRV-XL IES files](#)

Light Engine		C75	C100	C125	C150	C175
Power (Watts)		176	217	264	285	346
Input Current @ 120V (A)		1.50	1.84	2.21	2.38	2.92
Input Current @ 277V (A)		0.66	0.82	0.97	1.04	1.25
Input Current @ 347V (A)		0.54	0.66	0.79	0.84	1.02
Input Current @ 480V (A)		0.40	0.48	0.57	0.62	0.74
Distribution						
Type II	4000K Lumens	26,263	31,231	36,503	41,349	48,876
	BUG Rating	B3-U0-G3	B3-U0-G4	B4-U0-G4	B4-U0-G4	B4-U0-G5
	3000K Lumens	25,786	30,664	35,840	40,598	47,989
Type III	4000K Lumens	26,120	31,061	36,304	41,124	48,610
	BUG Rating	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
	3000K Lumens	25,646	30,497	35,645	40,377	47,727
Type IV	4000K Lumens	26,098	31,035	36,274	41,089	48,569
	BUG Rating	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5
	3000K Lumens	25,624	30,471	35,615	40,343	47,687
Type V	4000K Lumens	28,129	33,450	39,097	44,287	52,349
	BUG Rating	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5
	3000K Lumens	27,618	32,843	38,387	43,483	51,398

Control Options

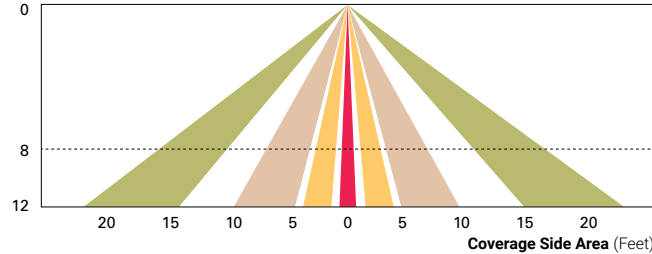
0-10V (D) The dimming option provides 0-10V dimming wire leads for use with a lighting control panel or other control method.

Photocontrol (PER and PER7) Photocontrol receptacles provide a flexible solution to enable "dusk-to-dawn" lighting by sensing light levels. Advanced control systems compatible with NEMA 7-pin standards can be utilized with the PER7 receptacle.

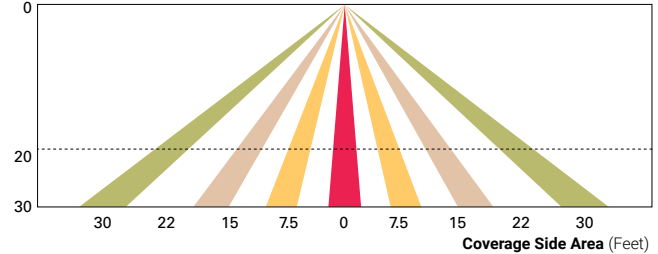
Dimming Occupancy Sensor (MSP and MS) These sensors are factory installed in the luminaire housing. When a sensor for dimming operation (/DIM) option is selected, the luminaire will dim down to approximately 50 percent power after five minutes of no activity detected. When activity is detected, the luminaire returns to full light output. When a sensor for ON/OFF operation is selected, the luminaire will turn off after five minutes of no activity.

These occupancy sensors include an integral photocell that can be activated or inactivated with the programming remote / configuration tool for "dusk-to-dawn" control or "daylight harvesting". **Note:** For MSP sensors, the factory preset is ON (Enabled), and for MS sensors, the factory preset is OFF (Disabled). The programming remote / tool is a wireless tool that can be utilized to change the dimming level, time delay, sensitivity and other parameters. A variety of sensor lenses are available to optimize the coverage pattern for mounting heights from 8'-40'.

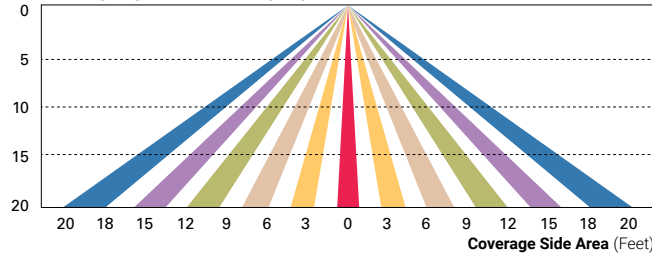
For mounting heights from 8' to 12' (-L12)



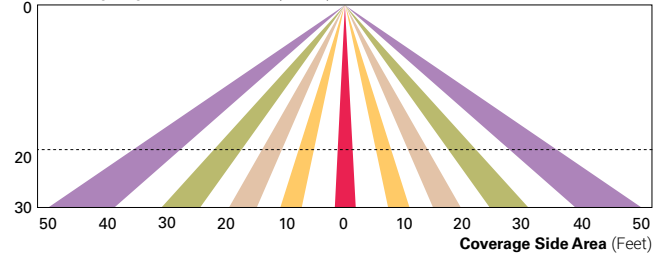
For mounting heights from 12' to 30' (-L30)



For mounting heights from 9' to 20' (-L20)



For mounting heights from 21' to 40' (-L40W)

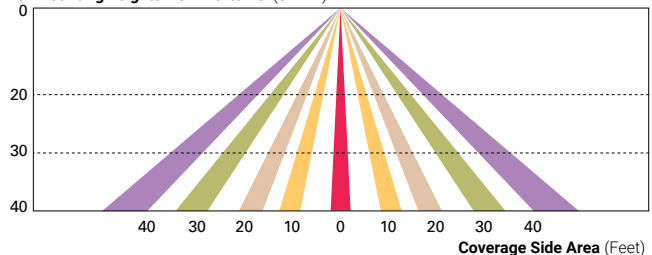


WaveLinx Wireless Control and Monitoring System Available in 7-PIN or 4-PIN configurations, the WaveLinx Outdoor control platform operates on a wireless mesh network based on IEEE 802.15.4 standards enabling wireless control of outdoor lighting. Use the WaveLinx Mobile application for set-up and configuration. At least one Wireless Area Controller (WAC) is required for full functionality and remote communication (including adjustment of any factory pre-sets).

WaveLinx Outdoor Control Module (WOLC-7P-10A) A photocontrol that enables astronomical or time-based schedules to provide ON, OFF and dimming control of fixtures utilizing a 7-PIN receptacle. The out-of-box functionality is ON at dusk and OFF at dawn.

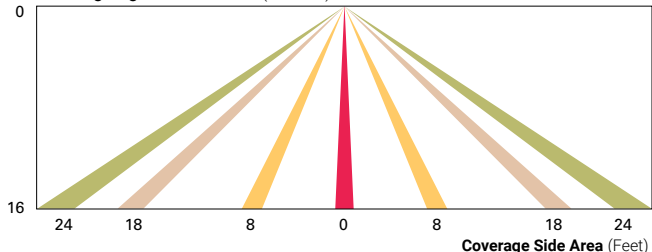
WaveLinx Wireless Sensor (SWPD4 and SWPD5) These outdoor sensors offer passive infrared (PIR) occupancy and a photocell for closed loop daylight sensing. These sensors can be factory installed or field-installed via simple, tool-less integration into luminaires equipped with the Zhaga Book 18 compliant 4-PIN receptacle (ZW). These sensors are factory preset to dim down to approximately 50 percent power after 15 minutes of no activity detected. These occupancy sensors include an integral photocell for "dusk-to-dawn" control or daylight harvesting that is factory-enabled. A variety of sensor lenses are available to optimize the coverage pattern for mounting heights from 7'-40'.

For mounting heights from 16' to 40' (SWPD)

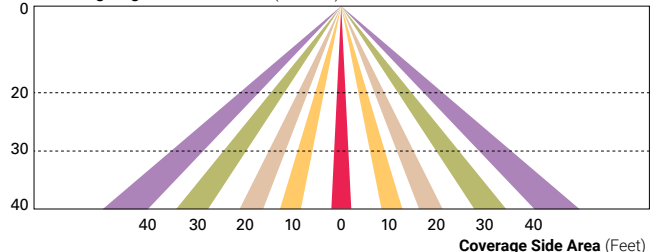


LumaWatt Pro Wireless Control and Monitoring System (LWR-LW and LWR-LN) The Eaton's LumaWatt Pro powered by Enlighted is a connected lighting solution that combines LED luminaires with an integrated wireless sensor system. The sensor controls the lighting system in compliance with the latest energy codes and collects valuable data about building performance and use. Software applications turn the granular data into information through energy dashboards and specialized apps that make it simple and help optimize the use of other resources beyond lighting.

For mounting heights from 8' to 16' (LWR-LW)



For mounting heights from 16' to 40' (LWR-LN)



LumenSafe (LD) The LumenSafe integrated network camera is a streamlined, outdoor-ready camera that provides high definition video surveillance. This IP camera solution is optimally designed to integrate into virtually any video management system or security software platform of choice. No additional wiring is needed beyond providing line power to the luminaire. LumenSafe features factory-installed power and networking gear in a variety of networking options allowing security integrators to design the optimal solution for active surveillance.



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

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Fax: 303.857.0351

www.fortluptonco.gov

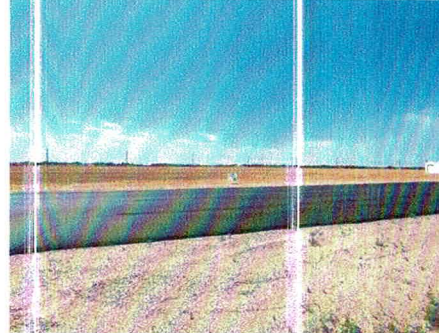
Sign Posting Affidavit

JJ Kane, Northland Lot 4 Site Plan

Project No. SPR24-004



Facing Northland Drive



Facing Northland Drive

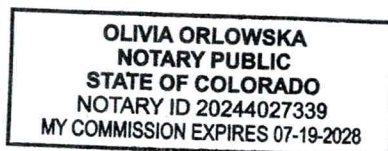
I, MATHEW ADAMS hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 2nd day of AUGUST, 2024.

Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by Olivia Orłowska, this 05 day of August, 2024. Witness my hand and seal.

My commission expires 07-19-2028.

Notary Public





SUBJECT FOR DISCUSSION

Approving an Ordinance of the City of Fort Lupton, Amending Portions of Chapter 16 – Development Code.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Fort Lupton Development Code became effective on July 16, 2022. Upon adoption it was determined that periodic updates Chapter 16 – Fort Lupton Development Code that may change the character or intent as approved by the Ordinance shall be considered by City staff, Planning Commission, and City Council to address issues identified during its implementation. With this in mind, revisions to Chapter 16 that arose as part of a six-month review were approved by City Council on August 15, 2023. About a year later, staff has identified additional changes to be reviewed by Planning Commission and City Council, namely regarding carports and minor accessory structures.

Note that a minor modification was made to the proposed changes after informative discussion with City Council at the August 13, 2024 Town Hall meeting. The height threshold for accessory structures that are required to follow massing and design standards in Section 16-5.02(c)(3) was proposed to change from 12 feet to 10 feet. This change has been removed, meaning 12 feet will remain the standard.

FINANCIAL CONSIDERATIONS

Not applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not applicable.

ALTERNATIVES/OPTIONS

The City Council, by ordinance shall:

1. Approve the Development Code amendments; or
2. Deny the Development Code amendments; or
3. Refer the Development Code amendments back to the Planning Commission for further study.

The City Council's action shall be based on the evidence presented, compliance with the adopted standards, regulations and policies and other guidelines.

STAFF RECOMMENDATIONS

Planning Commission in Resolution P2024-012 recommends approval of the amendments as proposed to Chapter 16 – Fort Lupton Development Code. Staff has updated the recommended change noted above (as discussed at Town Hall) in the proposed ordinance.

- Attachments:
- a. Proposed Ordinance
 - b. Proposed Amendments to the Development Code (Exhibit A)
 - c. Summary of Changes
 - e. Planning Commission Resolution No. P2024-012

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

f. Planning Commission Minutes

ORDINANCE NO. 2024-XXXX

INTRODUCED BY: TBD

AN ORDINANCE OF THE CITY OF FORT LUPTON, AMENDING PORTIONS OF CHAPTER 16 – DEVELOPMENT CODE.

WHEREAS, the Fort Lupton Development Code ('the Development Code') was adopted on July 16, 2022;

WHEREAS, the last amendment to the Fort Lupton Development Code was approved by City Council on August 15, 2023;

WHEREAS, after implementation, revisions to Chapter 16 – Fort Lupton Development Code that may change the character or intent as approved shall be considered by City staff, Planning Commission, and City Council to address issues identified during its implementation, and subsequent changes shall be considered periodically following the initial implementation revisions;

WHEREAS, on August 8th, 2024, the Fort Lupton Planning Commission held a public hearing to consider a recommendation on the adoption of amendments to the Fort Lupton Development Code, and has taken into consideration all supporting information, evidence and any testimony in response to the application and unanimously recommended adoption of the Amendments to the Development Code;

WHEREAS, after review of the proposed amendments to the Code, the City Council finds that the proposed changes generally conform with the Comprehensive Plan adopted by the City and are in the best interest of the health, safety and welfare of the citizens of Fort Lupton; and

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

Section 1. Chapter 16, Article II, Section 16-2.02 (c)(1) Administrative Plat — Eligibility is hereby revised to read as follows:

1. *Eligibility.* The following situations are specifically eligible for administrative plat processes:
 - a. *Lot Line Adjustment.* The alteration of legal boundaries for up to 10 previously platted lots.
 - b. *Lot Consolidation.* The consolidation of up to 4 previously platted lots into 3 or fewer lots, provided no resulting lot is larger than two times the size of the largest existing lot or parcel.
 - c. *Lot Split.* The division of a previously platted lot into no more than 2 additional lots.
 - d. *Plat Correction.* A survey or other legal instrument to correct an error in the legal description or other element of an approved plat; or to confirm legal boundaries of lots in an approved plat that could only be determined post-construction, such as for duplexes, row houses or condominiums where the units and lots are individually owned.
 - e. *Easement(s).* The dedication, vacation, or alteration of an easement(s) that does not fall under Section 16-2.13.
 - f. *Minor Subdivision.* The division of previously unplatted land or of a platted tract into 4 or fewer lots.

Section 2. Chapter 16, Article II, Section 16-2.04(c)(2) is hereby revised to read as follows:

2. *Minor Amendment to PUDs.* Minor amendments to existing PUDs, whether approved under this code or the prior code, may be approved by the Director, provided it meets all of the criteria for the initial approval of the PUD, and is limited to the following:

Section 3. Chapter 16, Article II, Section 16-2.12(c)(5) is hereby revised to read as follows:

5. *Reserved.*

Section 4. Chapter 16, Article II, Section 16-2.13(c)(1) is hereby revised to read as follows:

1. The applicant shall submit a vacation plat, meeting all of the requirements of a plat for the affected property, and showing the specific property rights to be vacated, and the effect of the vacation with respect to adjacent or abutting property.

Section 5. Chapter 16, Article III, Section 16-3.01(c) Table 3-2: Neighborhood Street is hereby revised to read as follows:

Neighborhood Street			
①	ROW width	54' – 60'	
②	Street Width	32'	
③	Travel Lanes	16' – 18' yield flow	
④	Edge Condition	7' parking both sides	
⑤	Landscape Amenity	6' – 8' parkway	
⑥	Sidewalk	5' – 6'	
⑦	Bicycles	N/A	
Applicability		Local – Low Volume Residential	

Section 6. Chapter 16, Article III, Section 16-3.01(c)(3) Table 3-3: Complete Streets Design Guide is hereby revised to read as follows:

Table 3-3: Complete Streets Design Guide¹

Context	Neighborhoods & General Areas	Mixed-use / Retail Streets
Lanes / Lane Widths	The number of lanes and lane width should be based upon the anticipated capacity, the desired vehicle speed, and balanced with the need to accommodate other important users of the streets. In general, "lane widths between 10' and 12' wide are sufficient for rural and urban arterials," where 12' wide lanes should only be used on major arterials where "higher-speed, free flowing" traffic is the priority ² (45 mph+). 11' lanes are generally appropriate on streets where frequent trucks, buses, or other large vehicles are expected. Lanes that are 10' wide are generally appropriate on all other streets. Lanes less than 10' wide may be acceptable on very low-volume / low-speed situations (<2K ADT and/or < 20mph), where right-of-way is constrained, or other unique conditions ³ . Yield lanes, where occasional on-street parking limits the free flow of traffic are generally 12' to 18' for two-way traffic flow, provided the utilization of on-street parking is generally below 65% or other street design conditions create "queuing areas" where parking is prohibited cars can pull out to let on-coming traffic pass ⁴	
Sidewalks	☐ 5' – minimum for two people to walk side by side. (4' only for constrained right-of-way or extremely low density) ☐ 6' - 8' – minimum for priority routes in neighborhoods (i.e. park connections, school routes) ☐ 8' - 10' – minimum for higher density areas near walkable commercial	Walkable streets need generous sidewalks to provide value to the commercial areas and abutting property. ☐ 10' minimum; 8' acceptable for constrained right-of-way ☐ 12' – 16' ideal ☐ 16' – 24' to support social spaces along streets (i.e. sidewalk seating, plazas or courtyards)
Bicycle Facility	☐ Multi-use path (12'+) preferred on identified portions of by Trails Master Plan (i.e. connections to parks), or on higher volume streets 8' buffered or protected bicycle lanes acceptable. ☐ 6' bike lane preferred on Collectors and Neighborhood Connectors; "Sharrow" (4' marked and shared space on the outside edge of the street) or 4' to 5' dedicated lanes may be acceptable, ☐ Local streets do not need bicycle facilities since speeds and volumes should be low to where bicycles and vehicles should share the road.	☐ Bicycle facilities may be omitted on short segments of walkable streets with expected speeds below 25 mph, and where bicycles can safely blend with slow vehicle flow; OR where alternate parallel routes with bicycle facilities are located within 600'. ☐ Bike lanes should generally be 6' wide on streets with 25 to 35 mph. ☐ "Sharrow" (4' marked and shared space on the outside edge of the street) or 4' to 5' dedicated lanes may be acceptable on streets between 20 and 30 mph. ☐ On any streets where vehicle speeds will exceed 35 mph or with high volumes, bicycle facilities should be either buffered or protected bike lanes (8' +) or off-street multi-use trails (12'+) ☐ See National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide
Landscape / Amenity Area	☐ 6' to 8' landscape strip generally applicable. (large shade trees) ☐ 8' to 10' + preferred on Collectors, Neighborhood Connectors, Neighborhood Parkways, or important neighborhood streets with larger shade trees. ☐ 4' to 6' landscape strip in limited exceptions where rights-of-way are constrained. (small ornamental trees) ☐ May be omitted in place of a 2' to 6' + expanded sidewalk, with landscape amenity or tree wells in higher density areas where frequent on-street parking will exist to buffer the sidewalk from the street (see Mixed Use Streets)	☐ 4' to 8' added to sidewalk to include tree wells, seating areas, and other pedestrian and landscape amenities
Turn Lane	Generally not needed provided the block structure has sufficient connectivity at the network level. However, in specific circumstances a 10' turn lane may be required. This should be done with careful consideration of pedestrian crossing distances, vehicle turning speeds, and bulb-outs may be required on corners in place of one or two of the on-street parking spaces.	
Parking	☐ 6' - 7' parallel permitted (includes curb & gutter) ☐ May be included on both sides intermittently (with infrequent parking or traffic queuing areas) within a 28' – 32' local residential street or limited to one-side (with frequent parking) within the 24' - 27' local residential street	☐ 7' – 8' parallel required. (includes curb & gutter) ☐ 14' – 20' angled (depending on angle) permitted with special engineering, planning and urban design review

¹ See generally, Fort Lupton Transportation Plan; National Association of City Transportation Officials (NACTO), Urban Street Design Guide.

² AASHTO, Geometric Design of Highways and Streets, pg. 473, AASHTO, Washington D.C., 2004. The AASHTO "green book" is a guide intended to be used flexibly for different types of streets in different contexts. The Forward to the "green book" makes it clear that the dimensions are guides and not standard, and the ranges should not be used to imply that the larger end of the range is preferred. (AASHTO Geometric Design of Highways and Streets, pg. xliii). Also see National Association of City Transportation Officials Street Design Guide (NACTO Guide) for a preferred practice for "complete streets" and city public realm design.

³ AASHTO, Geometric Design of Highways and Streets, pg. 473, AASHTO, Washington D.C., 2004. Also see NACTO Guide for preferred practice for "complete streets" and city public realm design.

⁴ See NACTO Complete Street Guide for Lane Widths and the application of Yield Lanes.

Section 7. Chapter 16, Article V, Section 16-5.02 (c) Accessory Buildings—Residential is hereby revised to read as follows:

- c. **Accessory Buildings - Residential.** Accessory buildings shall be permitted in association with and on the same lot as a principal building or use and are subject to the following additional limitations.

1. **Accessory Building Standards.** Accessory buildings shall be permitted based on the lot size and type of structure, subject to the standards in Table 5-2: Residential Accessory Structures:

Table 5-2: Residential Accessory Structures				
Type	Quantity	Size	Height	Setbacks
Minor Structure (small shed, and similar structures)	1 / lot; + 1 / each 10k s.f.; - Maximum of 3	200 s.f. max	10' max	0' side or rear; 5' if on a concrete slab or similar foundation; and - Behind the rear building line of the principal structure
Secondary Building (detached accessory building)	1 / lot 2 / lot, over 40K s.f. 1 / principal building (Apartments)	1,200 s.f. max., but never more than 50% of principal building footprint.	20' max, but never higher than principal structure.	5' from side and rear; 20' from street side; and - At least 12' behind the front building line of the principal structure
Any building over 10' high or more than 200 square feet shall meet the design standards in Section 5.02(c)(3).				
Carport	1 / lot	Never more than 50% of principal building footprint, however up to 500 s.f. for principal buildings less than 1,000 s.f.	20' max, but never higher than principal structure.	5' from side and rear; 0' from rear alley except where easement prohibits; 20' from street side; and - Flush or behind the FBL of the principal structure
All accesses and driveways affiliated with the carport must meet applicable standards and the carport shall be placed on an improved surface as determined by Public Works. All carports require a building permit. Any carport over 10' high or more than 200 square feet shall meet the design standards in Section 5.02(c)(3).				
Out-building (large storage building, barns, etc.)	1 / lot over 40K s.f.. + 1 / each 3 ac. - Maximum of 5	2,000 s.f. max - No size or height limit in A district, provided structure is accessory to agriculture use.	25' max	10' from side and rear; 35' from any street side; and - Behind the rear building line of the principal structure
Applies to detached houses and civic / institutional uses only				

2. **General Standards.**
- All accessory buildings shall be clearly incidental and subordinate to the principal building and use, in terms of scale, location, and orientation.
 - All accessory buildings shall be at least 10 feet from the principal building, however a closer distance may be permitted subject to applicable building codes based on fire ratings of adjacent walls.
 - Minor accessory structures 200 square feet or less, less than 10 feet high, and not on a foundation or slab do not have a required side or rear setback but should be movable and are otherwise placed "at risk" by the owner with regard to any easements, fence, or screening requirements.
 - Prior to any building permit required by the City, applicants shall demonstrate that any manufactured structure meets all applicable state and local code requirements.
3. **Secondary Building Standards.** In any residential district, secondary buildings over 200 square feet or over 12 feet high shall meet the following massing and design standards to ensure compatibility with the principal structure:
- The wall height shall be no more than 9 feet above the finished floor, except that gables, dormers, or other subordinate walls may support a pitched roof.

- b. The roof peak or other top of structure shall not exceed 20 feet above finished floor for pitched roofs with a 6:12 pitch or greater, and no more than 16 feet for shed roofs or pitched roofs below a 6:12 pitch.
- c. The design shall be compatible with the principal building considering materials, architectural details and style, window and door details, and roof forms.
- d. Secondary buildings with vehicle access directly from an alley or shared easement shall be situated to avoid parking that encroaches in the alley or easement. They may be built with the access between 0 and 3 feet from the alley or shared easement, or with the access at least 20 feet from the alley or shared easement.

Section 8. Chapter 16, Article V, Section 16-5.03 (b)(5)(c) is hereby revised to read as follows:

- c. Locate windows doors to create a coordinated facade composition considering the entire facade as a whole, and to break up large expanses into different components with the grouping of windows and doors.

Section 9. Chapter 16, Article V, Section 16-5.06 (f)(2) is hereby revised to read as follows:

- 2. Parking spaces on a home site shall be located to the side or rear of the dwelling. Home sites may include a carport, provided it meets the carport standards in Table 5-2.

Section 10. Chapter 16, Article VI, Section 16-6.03(b)(5)(e) is hereby revised to read as follows:

- e. Locate windows doors to create a coordinated facade composition considering the entire facade as a whole, and to break up large expanses into different components with the grouping of windows and doors.

Section 11. Chapter 16, Article VI, Section 16-6.03(c)(3)(a) is hereby revised to read as follows:

- a. The lot and building have access to at least two different active open spaces on the same block or abutting block, and meeting the design and service area standards in Section 3.02.

Section 12. Chapter 16, Article VII, Section 16-7.02(a)(2) Table 7-2 Driveway Setbacks is hereby revised to read as follows:

Table 7-2 Driveway Setbacks			
Access	Setback from side or rear lot line	Setback from street side corner	Separation from other access
<i>Residential access < 6 units</i>	2' +	40'	35'[1]
<i>Residential access 7 – 40 units</i>	5' +	60'	100'
<i>Nonresidential access and residential access to 41+ units</i>	10'+	100'	150'
<i>Shared access</i>	May be on the property line, subject to easements.		
<i>Alley access</i>	Front-loaded driveways may be prohibited on blocks with alley access; there are no access width or separation requirements for access from an alley.		

[1] Driveway spacing may be averaged along a block for residential lots or on local streets to allow the best arrangement considering grades, streetscapes, and building and lot layouts. This may result in two adjacent lots having access near the same lot line on one side (2' side setback on each), while greater separation between driveways is provided between lots on the opposite sides.

Section 13. Chapter 16, Article VII, Section 16-7.03(a) Table 7-4: Required Parking for subsection 'Industrial' is hereby revised to read as follows:

Industrial	
	1 / 500 s.f. (artisan/limited or light)
	1 / 750 s.f. (all others)
Manufacturing	Director may administratively approve 1 / 1000 s.f. or 1 / employee for any large format manufacturing operations where the s.f. of building or site does not reflect the scale of operations or parking needs

Section 14. Chapter 16, Article VIII, Section 16-8.06(c)(3) is hereby revised to read as follows:

- d. Lighting shall be designed to meet the functional and security needs of the site, without adversely affecting adjacent properties. Performance and operational characteristics such as dimming interfaces or timers that reduce lights to minimal security levels for off hours should be used.

Section 15. Chapter 16, Article IX, Section 16-9.06(5)(a)(5) is hereby revised to read as follows:

- e. No more than two (2) gateway signs per entrance and one (1) per corner at the intersection of two perimeter streets.

Section 16. Chapter 16, Article IX, Section 16-9.08(b)(2) is hereby revised to read as follows:

2. **Ground Signs.** A bonus to the total free-standing sign allowance may be approved for any sign plan for a site that includes only monument signs and the following additional elements:
 - a. Integration with the building architecture, including use of the same material for any sign structures may receive a bonus of 10% above the permitted ground sign area.
 - b. Designing signs with an enhanced landscape base, including low-level ornamental planting and landscape areas framed with materials compatible with the building and site design may receive a bonus of 10% above the permitted ground sign area. The landscape area shall be at least 3 square feet for every 1 square feet of sign area.
 - c. All ground signs coordinated to meet the criteria in Section 9.07.D. may receive a bonus of 10% above the permitted ground sign area.
 - d. The total combined freestanding sign bonus shall be limited to 20%. (For example, if 100 square feet of ground signs are permitted by this code, you can have 110 square feet for meeting any one of the above, or 120 square feet for meeting any 2 or all 3 of the above.)

Section 17. Chapter 16, Article XI, Section 16-11.01 Definitions is hereby added to read as follows:

Carport. A residential accessory building or portion of a building that is intended or used primarily for the storage of motor vehicles, and which is open on not less than two (2) sides and enclosed in such a manner that the stored or parked motor vehicle is either contained entirely within the building or under a permanent roof.

Section 18. Chapter 16, Appendix C, Table C-1: Fort Lupton Recommended Plant List, subsection 'Shade Trees' is hereby revised to read as follows:

Shade Trees			
Acer negundo "Sensation"	Sensation Box Elder	40'-50' X 30'-40'	L
Acer platanoides	Norway Maple	40'-50' X 40"-50"	M
Aesculus glabra	Ohio Buckeye	25'-30' X 25'	M
American (Tilia Americana), Littleleaf(Tilia cordata)	Linden varieties	50'-70' X 30'-50'	M
Catalpa speciosa	Western Catalpa	50'-60' X 30'-40'	L
Celtis occidentalis	Hackberry	40'-60' X 40'-60'	L
Celtis reticulata	Native Hackberry	30' X 30'	X
English (Quercus robur), NorthernRed (Quercus rubra), Swamp White(Quercus bicolor)	Oak varieties	45'-60' X 50'-70'	M
Gleditsia triacanthos inermis	Thornless Honeylocust varieties	40'-50' X 35'-45'	L
Gymnocladus dioicus	Kentucky Coffeetree	50'-60' X 40'-50'	X
Quercus macrocarpa	Bur Oak	50'-60' X 45'-60'	L

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 20th day of August 2024.

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EFFECTIVE (after publication) the xx day of __2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

1. *Administrative Plats.* Administrative plats are routine applications such as lot adjustments or land divisions that change legal boundaries but do not significantly alter development patterns or impact public services.
 2. *Major Subdivisions.* Major subdivisions are all other land divisions or development impacting development patterns and intensity, rights-of-way, or infrastructure, which require a comprehensive review through preliminary plat and final plat procedures.
- C. **Administrative Plat.** Administrative plats shall be processed according to the following criteria and procedures.
1. *Eligibility.* The following situations are specifically eligible for administrative plat processes:
 - a. *Lot Line Adjustment.* The alteration of legal boundaries for up to 10 previously platted lots.
 - b. *Lot Consolidation.* The consolidation of up to 4 previously platted lots into 3 or fewer lots, provided no resulting lot is larger than two times the size of the largest existing lot or parcel.
 - c. *Lot Split.* The division of a previously platted lot into no more than 2 additional lots.
 - d. *Plat Correction.* A survey or other legal instrument to correct an error in the legal description or other element of an approved plat; ~~to dedicate, vacate, or alter easements;~~ or to confirm legal boundaries of lots in an approved plat that could only be determined post-construction, such as for duplexes, row houses or condominiums where the units and lots are individually owned.
 - e. *Easement(s).* The dedication, vacation, or alteration of an easement(s) that does not fall under Section 16-2.13.
 - f. *Minor Subdivision.* The division of previously unplatted land or of a platted tract into 4 or fewer lots.
 2. *Review Criteria.* An application may be approved by the Director if the Director determines that all of the following are met.
 - a. No significant increase in service requirements (utilities, schools, traffic control, streets, etc.) or impact on the ability to maintain existing service levels will result.
 - b. The application does not alter any zoning district boundaries due to adjustments to any lots.
 - c. All resulting lots meet the legal standards of the subdivision regulations and applicable zoning districts.
 - d. The lot patterns are compatible with the surrounding area and any previously approved final plat for the subject property. In determining compatibility, the size and dimension of lots, the layout and design of existing subdivisions and rights of way, and the degree of deviation from previous development and the potential impact of this deviation on surrounding property shall be considered.
 - e. No other significant issues exist with potential development enabled by the plat that could impact planning policies, development regulations or adjacent property owners.

Any application not classified as an administrative plat or not meeting these criteria shall be processed as a major subdivision with a preliminary plat and final plat.
 3. *Review Procedures.* In addition to the general requirements in Table 2-1 and Section 2.01, the requirements in this sub-section apply to administrative plat applications.
 - a. If the Director determines at any point in the process that the application is not eligible for an administrative plat, or is otherwise trying to evade the major subdivision process, the Director may deny the application and require the

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- health, safety and welfare of the community and surrounding areas, and the proposed flexibility is not strictly to benefit the applicant or a single project.
 - c. The flexibility in the proposed plan allows the project to better meet or exceed the intent statements of the base zoning district(s).
 - d. The proposed adjustments to the standards do not undermine the intent or design objectives of those standards when applied to the specific project or site.
 - e. The plan reflects generally accepted and sound planning and urban design principles with respect to applying the goals and objectives of the Comprehensive Plan to the area.
 - f. The plan meets all of the review criteria for a change of zone in Section 2.03.B.
 - 2. **Minor Amendment to PUDs.** Minor amendments to existing PUDs, whether approved under this code or the prior code, may be approved by the Director, provided it meets ~~the~~ all of the criteria for the initial approval of the PUD, and is limited to the following:
 - a. Any change in the number of housing units, change in lot sizes or dimensions, or increase in the land of non-residential uses is less than 5%.
 - b. There is no decrease in the amount of open space or other reduction of amenities from the approved plan.
 - c. Any change in a building location is no more than 10% of the approved distance to adjacent property lines.
 - d. Any change in the height or square footage of buildings is no more than 10% of the approved measurements.
 - e. Any change in a design standard meets the criteria for alternative compliance in Section 2.07.
 - f. Changes to the boundaries of any planning areas do not change the boundaries of the PUD, do not alter the mix of uses by more than 10% in land area or square footage, and otherwise reflect a similar land use plan.
 - g. The proposed change is consistent with concept plans in the previously approved planned unit development.
 - h. The plan otherwise meets all of the review criteria for administrative site plans in Section 2.05.
 - 3. **Major Amendment to PUDs & Conversions.** Changes to previously approved PUDs that exceed allowances for minor amendments, or conversions of PUDs approved under a prior code to the provisions of this code, may be proposed for a portion of the area under the following criteria:
 - (a) The proposed change does not create potential impacts on other property in the PUD that are greater than would typically occur in similar zoning districts or contexts; and
 - (b) The process and criteria for the initial approval of a PUD are met.
 - D. **Review Procedure.** The following specific procedures supplement the general procedures in Section 2.01 and Table 2-1 applicable to planned developments:
 - 1. The planned development process involves at least two steps: the development plan establishing the zoning and any necessary deviations (Illustrative Plan, Existing Conditions, Development Framework Plan, Regulating Plan, and Phasing); and platting and site plans for specific components of the development plan. However, based on the complexity of projects and degree of advanced planning and urban design necessary for a project, the Director may require, or the applicant may elect, breaking the review of the elements of a development plan in subsection B. into more than two steps to review concepts and preliminary designs prior to approval of the full development plan.
 - 2. The planned development application is a type of Change of zone and shall follow the procedures in section 2.03.C for change of zones.
 - 3. In most cases, land will need to be subdivided in order to carry out a development plan. The platting process is a separate process but may run concurrently with the planned development process, as specified in Section 2.01.B.
-

1. The level of planning, urban design, or engineering investment that was necessary for the applicant to reach this point in the application.
2. The extent of details included in the proposal, the certainty associated with future development, and the extent of future reviews that may be necessary to advance the project to construction.
3. The context of the property and the likelihood of future changes in the surrounding area that could impact the project.
4. The potential for policy or regulatory changes at any level of government and to what extent vesting could unreasonably bind future decision makers.
5. Any other aspect of the public health, safety, and welfare.

C. Effect of Decision

1. *Extent of Vesting.* Vesting shall only occur to the extent of the standards of this code that are reflected in an approved application, and specifically the land use, density, lot sizes and site or building designs in the approved application. Vesting does not include other regulations that are general in nature or that apply equally to all property subject to these regulations. Vesting does not exempt applications from any subsequent review and approvals prior to construction. Vesting does not insulate a project from other public health and safety codes, including subsequent changes or updates to these codes associated with subsequent reviews, including construction drawings and specifications, drainage plans and permits, and building permits.
2. *Time Period.* A property right that has been vested shall remain vested for three years from the date of approval. However, the City Council may agree to a shorter or longer time period for any elective vested property right according to this section. If no building permit or other final permit is issued, or if the applicant does not request an extension within this period, the vested property right shall be terminated. The City shall send notice of the termination to the applicant at least 30 days prior to the termination, or the termination shall otherwise become effective after 30 days notice from the City.
3. *Extensions.* Prior to termination, the applicant may request extension of a vested property right. The Director may grant an extension up to two years. However, any extension of an elective vested property right shall only be approved through the same procedure of the original approval. In approving any extension, the Director or City Council shall find:
 - a. There are no changes or alterations that would produce conflicts with the development code, or any changes proposed bring the project more in compliance with the current standards.
 - b. The application remains consistent with any official plans or policies affecting the area, including any plans or policies adopted since the original approval.
 - c. The application is consistent with any conditions of the original approval or the original decision on vesting.
4. *Changes & Adjustments.* A site-specific development approval may be modified or adjusted as provided by this code without affecting the vested property right. However, any change in the plans that would require a new application or a different process than the original approval shall terminate any vested property to the extent it was granted under the prior approval.
5. ~~Reserved. Reserved.~~
6. *Violations & Revocation.* Any violations of the approved plan, or any failure to comply with conditions of approval shall result in forfeiture of the vested property right. The City Council may revoke the vested property right through the same procedures as the

original plan approval, and after providing at least 14 days written notice to the property owner and original applicant.

2.13 Vacation of Rights-of-Way or Easements

- A. **Applicability.** Vacation processes apply to any public rights-of-way or easements dedicated to the City by plat proposed to revert to private ownership. Vacation of other rights-of-way or property of the City shall only occur as otherwise provided in the Colorado Constitution, Colorado Statutes, or municipal code. Eligible applicants for vacation include the City or property owner with rights affected by the easement or right-of-way. For any right-of-way or easement abutting multiple property owners, the City may require that all owners join in the application.
- B. **Review Criteria.** The following criteria apply to vacating rights-of-way or easements:
1. There is no public purpose for the right-of-way or easement, considering the Comprehensive Plan, any specific transportation, open space or other public facilities plans, or other plans or policies under those plans.
 2. The right-of-way or easement is not necessary to meet any of the purposes, intent, design objectives or standards of this code.
 3. Vacating the right-of-way or easement will not leave properties without necessary access or provisions of other public utilities and services, or alternatively private easements, to reserve necessary access or provisions of public utilities and services are maintained,
 4. There are no adverse impacts on property in the vicinity potentially served by the right-of- way or easement.
 5. The vacation meets all other procedures and requirements of the Colorado Statutes, the Colorado Constitution, and the municipal code.
- C. **Review Procedures.** In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to vacating rights-of-way or easements:
1. The applicant shall submit a vacation plat, meeting all of the requirements of a plat for the affected property, and showing the specific property rights to be vacated, and the ~~affect~~ effect of the vacation with respect to adjacent or abutting property.
 2. The Director shall coordinate review of the application with the Design Review Team per section 2.01.E., and in particular determine whether an referral agencies who may have facilities or other interest in the easement or right-of-way should be notified, or if all potentially affected property owners have been notified.
 3. After a determination of no city or referral agency interest in the easement or right-of-way, the Director shall make a recommendation and schedule the application for review by the Planning Commission.
 4. The Planning Commission shall consider the application subject to the review criteria and make a recommendation to the City Council.
 5. Upon receipt of a recommendation from the Planning Commission, the City Council shall make a final decision, and may condition a decision to vacate the easement or right-of- way on reserving any interest it determines necessary to serve a public purpose or the interests of the affected property.
- D. **Effect of Decision.** Vacations shall be approved by an ordinance of the City Council. Failure to adopt an ordinance or a successful motion to deny a vacation shall terminate the application. The Director shall record the approved ordinance and any associated maps or documents with the county clerk and recorder. Upon recording, property shall revert to the owner or abutting owners as provided by statute, and are subject to any other reservations or specific limits or conditions identified in the ordinance or approved

Neighborhood Street			
①	ROW width	54' – 60'	
②	Street Width	32' 32"	
③	Travel Lanes	16' – 18' yield flow	
④	Edge Condition	7' parking both sides	
⑤	Landscape Amenity	6' – 8' parkway	
⑥	Sidewalk	5' – 6'	
⑦	Bicycles	N/A	
	Applicability	Local – Low Volume Residential	

Neighborhood Connector			
①	ROW width	60' – 70'	
②	Street Width	32'	
③	Travel Lanes	2 @ 9'	
④	Edge Condition	7' parking both sides	
⑤	Landscape Amenity	8' + parkway	
⑥	Sidewalk	6' – 8'	
⑦	Bicycles	6' bike lane (optional)	
	Applicability	- Local - Minor Collector	

Neighborhood Parkway			
①	ROW width	100'	
②	Street Width (curb-to-curb)	32' (+ median 2-lane) 54' (+median 4-lane)	
③	Travel Lanes	2 - 4 @ 10'	
④	Edge Condition	6' -7' bike lane	
⑤	Landscape Amenity	10' + parkway 12' + median (optional)	
⑥	Sidewalk	8' – 10'	
⑦	Bicycles	6' – 7' bike lane	
	Applicability	- Major Collector - Minor Arterial	

Table 3-3: Complete Streets Design Guide¹

Context	Neighborhoods & General Areas	Mixed-use / Retail Streets
Lanes / Lane Widths	The number of lanes and lane width should be based upon the anticipated capacity, the desired vehicle speed, and balanced with the need to accommodate other important users of the streets. In general, "lane widths between 10' and 12' wide are sufficient for rural and urban arterials," where 12' wide lanes should only be used on major arterials where "higher-speed, free flowing" traffic is the priority ² (45 mph+). 11' lanes are generally appropriate on streets where frequent trucks, buses, or other large vehicles are expected. Lanes that are 10' wide are generally appropriate on all other streets. Lanes less than 10' wide may be acceptable on very low-volume / low-speed situations (<2K ADT and/or < 20mph), where right-of-way is constrained, or other unique conditions ³ . Yield lanes, where occasional on-street parking limits the free flow of traffic are generally 12' to 18' for two-way traffic flow, provided the utilization of on-street parking is generally below 65% or other street design conditions create "queuing areas" where parking is prohibited cars can pull out to let on-coming traffic pass ⁴	
Sidewalks	5' – minimum for two people to walk side by side. (4' only for constrained right-of-way or extremely low density) 6' - 8' – minimum for priority routes in neighborhoods (i.e. park connections, school routes) 8' - 10' – minimum for higher density areas near walkable commercial	Walkable streets need generous sidewalks to provide value to the commercial areas and abutting property. 10' minimum; 8' acceptable for constrained right-of-way 12' – 16' ideal 16' – 24' to support social spaces along streets (i.e. sidewalk seating, plazas or courtyards)
Bicycle Facility	- Multi-use path (12'+) preferred on identified portions of by Trails Master Plan (i.e. connections to parks), or on higher volume streets 8' buffered or protected bicycle lanes acceptable. 6' bike lane preferred on Collectors and Neighborhood Connectors; "Sharrow" (4' marked and shared space on the outside edge of the street) or 4' to 5' dedicated lanes may be acceptable, - Local streets do not need bicycle facilities since speeds and volumes should be low to where bicycles and vehicles should share the road.	- Bicycle facilities may be omitted on short segments of walkable streets with expected speeds below 25 mph, and where bicycles can safely blend with slow vehicle flow; OR where alternate parallel routes with bicycle facilities are located within 600'. - Bike lanes should generally be 6' wide on streets with 25 to 35 mph. "Sharrow" (4' marked and shared space on the outside edge of the street) or 4' to 5' dedicated lanes may be acceptable on streets between 20 and 30 mph. - On any streets where vehicle speeds will exceed 35 mph or with high volumes, bicycle facilities should be either buffered or protected bike lanes (8' +) or off-street multi-use trails (12'+) - See National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide
Landscape / Amenity Area	6' to 8' landscape strip generally applicable. (large shade trees) 8' to 10'+ preferred on Collectors, Neighborhood Connectors, Neighborhood Parkways, or important neighborhood streets with larger shade trees. 4' to 6' landscape strip in limited exceptions where rights-of-way are constrained. (small ornamental trees) - May be omitted in place of a 2' to 6'+ expanded sidewalk, with landscape amenity or tree wells in higher density areas where frequent on-street parking will exist to buffer the sidewalk from the street (see Mixed Use Streets)	4' to 8' added to sidewalk to include tree wells, seating areas, and other pedestrian and landscape amenities
Turn Lane	Generally not needed provided the block structure has sufficient connectivity at the network level. However, in specific circumstances a 10' turn lane may be required. This should be done with careful consideration of pedestrian crossing distances, vehicle turning speeds, and bulb-outs may be required on corners in place of one or two of the on-street parking spaces.	
Parking	6' - 7' parallel permitted (includes curb & gutter) - May be included on both sides intermittently (with infrequent parking or traffic queuing areas) within a 28' – 32' local residential street or limited to one-side (with frequent parking) within the 24' - 27' local residential street	7' – 8' parallel required. (includes curb & gutter) 14' – 20' angled (depending on angle) permitted with special engineering, planning and urban design review

¹ See generally, Fort Lupton Transportation Plan; National Association of City Transportation Officials (NACTO), Urban Street Design Guide.

² AASHTO, Geometric Design of Highways and Streets, pg. 473, AASHTO, Washington D.C., 2004. The AASHTO "green book" is a guide intended to be used flexibly for different types of streets in different contexts. The Forward to the "green book" makes it clear that the dimensions are guides and not standard, and the ranges should not be used to imply that the larger end of the range is preferred. (AASHTO Geometric Design of Highways and Streets, pg. xliii). Also see National Association of City Transportation Officials Street Design Guide (NACTO Guide) for a preferred practice for "complete streets" and city public realm design.

³ AASHTO, Geometric Design of Highways and Streets, pg. 473, AASHTO, Washington D.C., 2004. Also see NACTO Guide for preferred practice for "complete streets" and city public realm design.

⁴ See NACTO Complete Street Guide for Lane Widths and the application of Yield Lanes.

- c. Unenclosed and un-roofed decks or patios at or below the first-floor elevation may extend into the rear or side setback up to 15 feet but no closer than 3 feet to any lot line.
 - d. Ground-mounted mechanical equipment, meters, and utility boxes accessory to the building may be located in the side or rear setback provided that it extends no more than 6 feet from the principal building, no closer than 3 feet to the lot line, and is screened from public right-of-way by structures or landscape. These limitations do not apply to any utility structures otherwise authorized to be located according to easements or in the right-of-way, which shall follow the location and design standards of those specific authorizations.
 - e. Any other accessory use or structure within the setback, not specified in Section 5.02.C., shall have a setback of at least one-half its height from the property line.
3. **Height Exceptions.** The following are exceptions to the height limits in Table 5-1:
- a. Building elements integral to the design and construction of the building, such as parapet walls, false mansards, or other design elements essential to a quality appearance of the building may extend up to 6 feet above the roof deck of a flat roof.
 - b. Architectural features such as chimneys, ornamental towers and spires, and similar accessory elements may extend up to 50% above the actual building height, provided they are integral to the specific architectural style of the building and are less than 15% of the building footprint.
 - c. Functional and mechanical equipment such as elevator bulkheads, cooling towers, smokestacks, roof vents, or other equipment may be built up to their necessary height in accordance with building codes provided they are screened according to the standards of this code.
- C. **Accessory Buildings - Residential.** Accessory buildings shall be permitted in association with and on the same lot as a principal building or use and are subject to the following additional limitations.
1. **Accessory Building Standards.** Accessory buildings shall be permitted based on the lot size and type of structure, subject to the standards in Table 5-2: Residential Accessory Structures:

Table 5-2: Residential Accessory Structures				
Type	Quantity	Size	Height	Setbacks
Minor Structure (small shed, and similar structures)	1 / lot; + 1 / each 10k s.f.; - Maximum of 3	200 s.f. max	10' max	0' side or rear; 5' if on a concrete slab or similar foundation; and - Behind the rear building line of the principal structure
Secondary Building (detached accessory building)	1 / lot 2 / lot, over 40K s.f. 1 / principal building (Apartments)	1,200 s.f. max., but never more than 50% of principal building footprint.	20' max, but never higher than principal structure.	5' from side and rear; 20' from street side; and - At least 12' behind the front building line of the principal structure
Any building over 10' high or more than 200 square feet shall meet the design standards in Section 5.02(c)(3).				
Carport	1 / lot	Never more than 50% of principal building footprint, however up to 500 s.f. for principal buildings less than 1,000 s.f.	20' max, but never higher than principal structure.	5' from side and rear; 0' from rear alley except where easement prohibits; 20' from street side; and - Flush or behind the FBL of the principal structure
All accesses and driveways affiliated with the carport must meet applicable standards and the carport shall be placed on an improved surface as determined by Public Works. All carports require a building permit. Any carport				

	over 10' high or more than 200 square feet shall meet the design standards in Section 5.02(c)(3).			
Out-building (large storage building, barns, etc.)	1 / lot over 40K s.f.. + 1 / each 3 ac. - Maximum of 5	2,000 s.f. max - No size or height limit in A district, provided structure is accessory to agriculture use.	25' max	10' from side and rear; 35' from any street side; and - Behind the rear building line of the principal structure
Applies to detached houses and civic / institutional uses only				

2. General Standards.

- a. All accessory buildings shall be clearly incidental and subordinate to the principal building and use, in terms of scale, location, and orientation.
- b. All accessory buildings shall be at least 10 feet from the principal building, however a closer distance may be permitted subject to applicable building codes based on fire ratings of adjacent walls.
- c. Minor accessory structures ~~450~~ 200 square feet or less, less than ~~8~~ 10 feet high, and not on a foundation or slab do not have a required side or rear setback but should be movable and are otherwise placed “at risk” by the owner with regard to any easements, fence, or screening requirements.
- d. Prior to any building permit required by the City, applicants shall demonstrate that any manufactured structure meets all applicable state and local code requirements.

*Keeping at 12 feet to account for peak height for wall heights up to 9 feet.

Secondary Building Standards. In any residential district, secondary buildings over ~~240~~ 200 square feet or over 12 feet high shall meet the following massing and design standards to ensure compatibility with the principal structure:

- a. The wall height shall be no more than 9 feet above the finished floor, except that gables, dormers, or other subordinate walls may support a pitched roof.
- b. The roof peak or other top of structure shall not exceed 20 feet above finished floor for pitched roofs with a 6:12 pitch or greater, and no more than 16 feet for shed roofs or pitched roofs below a 6:12 pitch.
- c. The design shall be compatible with the principal building considering materials, architectural details and style, window and door details, and roof forms.
- d. Secondary buildings with vehicle access directly from an alley or shared easement shall be situated to avoid parking that encroaches in the alley or easement. They may be built with the access between 0 and 3 feet from the alley or shared easement, or with the access at least 20 feet from the alley or shared easement.

5.03 Neighborhood Design

A. Frontage Design. The design of lot frontages establishes the relationship of buildings and lots to the streetscape, including building placement, lot access, garage extent and location, and entry features. Frontage Types designed according to the standards and design objectives of this subsection may be used to modify the front setback established in Table 5-1.

1. Design Objectives. Frontage types shall be applied to meet the following design objectives:

- a. Enhance the image of neighborhoods by coordinating streetscape investment with private lot and building investment.
- b. Design frontages to the particular context of the neighborhood, block and street.
- c. Coordinate development across several lots, considering the cumulative impacts on streetscapes from access, parking, and landscape design.
- d. Orient all buildings and lot frontages to the streetscape, while still promoting effective transitions from public spaces to private spaces on the lot.
- e. Limit the impact on the neighborhood streetscape from frontages designed for

Min. 20% of wall plane
has details & variation

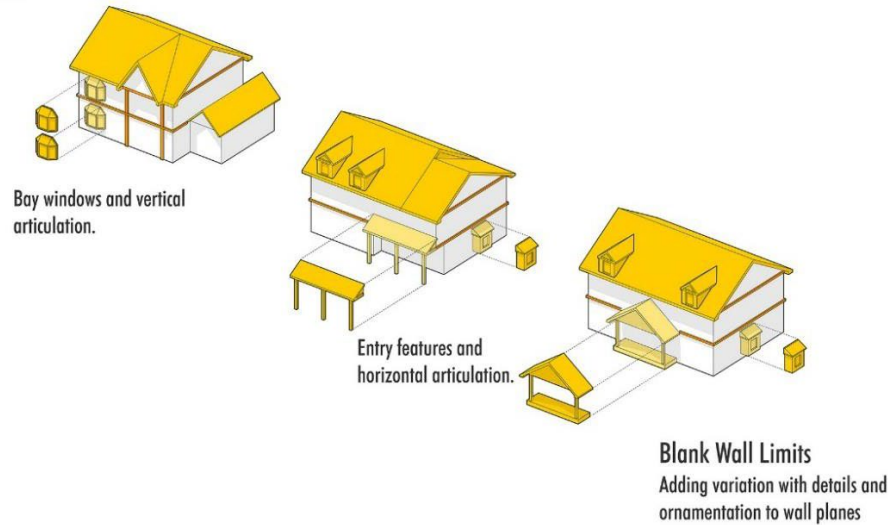


Figure 5-11 Blank Wall Limits

Wall planes over the size specified in Table 5-5 shall have ornamental details or subtle variations in the wall plane on at least 20% of any wall plane to eliminate large expanses of blank walls. (5.03.B.4).

5. **Transparency.** Windows and doors provide transparency, detail, and visual rhythm on the facade, and they break up blank walls with the location, pattern, and proportions of these openings. The following techniques should be used to achieve the design objectives of this sub-section and to meet the windows and doors requirements of Table 5-5, Building Design Standards:
 - a. Provide transparency with the location, pattern, and proportions of windows and doors, and create relationships to surrounding spaces and buildings.
 - b. Incorporate distinct and visually significant windows and doors (size, orientation, and ornamentation) to emphasize key locations on the facade or to relate to important outside open spaces.
 - c. Locate windows doors to create a coordinated facade composition considering the entire facade as a whole, and to break up large ~~expanses~~ **expanses** into different components with the grouping of windows and doors.
 - d. Emphasize a hierarchy of doors with different levels of ornamentation and details, particularly to make multi-unit houses compatible with adjacent detached houses and appear as single houses.
 - e. Locate and design windows strategically in relation to privacy concerns in adjacent spaces and buildings but maintain consistent exterior patterns; recall that high-bank windows, transom windows, opaque windows, and window treatments that are adaptable and user-controlled are a better strategy than simply no windows at all.
 - f. Use windows and doors with projecting trim and ornamentation to create depth, texture, and shadows on the facade; to emphasize openings; or to gang groups of openings. Openings that have projecting trim and casements (at least 1 inch off the facade and 4 inches wide); or otherwise group widows with significant details that clearly differentiate these elements from the main facade may count these features for up to 25% of the window and door requirement.
 - g. The window requirement may be waived on sides of buildings that are closer than 3 feet to the property line, if necessary to meet applicable building code requirements.

3. At least one of these spaces shall include a community building, which is centrally located, for recreation and meeting functions, laundry facilities, or other common amenities. The community building shall be at 1,500 square feet, or 15 square feet per dwelling unit, whichever is greater.
4. Other internal circulation or open space such as walkways, landscape buffers or other site design amenities that improves the quality of the community and its relationship to surrounding areas. Pedestrian connections shall be accounted for on all streets or at greater intervals through a trail or path system.
5. A storm shelter shall be provided which may be included with the clubhouse.
6. A common storage and utility area shall be provided within the plan including at least 100 square feet per unit. This area may be used for storage of large equipment, recreational vehicles, maintenance or other utility functions for the community. This area shall be screened from the project and from surrounding property according to the buffer standards in Article 8.

F. Building Design.

1. All dwellings shall have a front entry feature, such as a porch, stoop, or outside patio relating the home site to the lot frontage or other common open space upon which the dwelling is located.
2. Parking spaces on a home site shall be located to the side or rear of the dwelling. Home sites may include a carport, provided it ~~meets the carport standards in Table 5-2. remains open and unenclosed on at least 75% of the perimeter, is no taller than the dwelling unit, is no larger than 440 square feet, but in no case larger than the dwelling unit.~~
3. Any mobile home or similar non-foundational dwellings shall:
 - a. Be secured to the ground by tie downs and ground anchors in accordance with the applicable building code.
 - b. Be skirted within 14 days after placement in the community by enclosing the open area under the unit with a material that is compatible with the exterior finish of the mobile home and consistent with the quality of development in the community.
 - c. Be blocked at a maximum of 10-foot centers around the perimeter, and this blocking shall provide 16 inches bearing upon the stand.
 - d. Be located on a hard surface pad with a minimum of 18-inch concrete ribbons or slabs capable of carrying the weight and of sufficient length to support all blocking points, with a proper surface between to control weeds.

G. **Landscape and Parking Design.** The standards of Article 7 and 8 are generally applicable to MH district development plans, except as modified through a development plan based on the approval procedures and criteria in Section 2.04.

H. Utilities and Services.

1. A sanitary sewer system shall be provided in the plan, and all waste and sewer lines discharging from buildings and home sites shall be connected, and the entire system shall be connected to the City sewer system.
2. All service lines within the M-H District shall be underground.
3. Each home site or lot shall be provided with at least a 3-inch sewer connection, trapped below frost line, with the inlet of the line to be not less than 1 inch above the surface of the ground. The sewer connection shall be provided with suitable fittings so that a water-tight connection and proper vent can be made between the units drain and the sewer connection. Connections shall be constructed to be airtight when closed and not linked to a unit, and shall be capped immediately after being disconnected from a unit to maintain them in an odor-free condition.
4. The water supply shall be connected to all service buildings and all home sites. The entire system shall be connected to the City water system. All internal service lines shall be a minimum of 4.5 feet below finished grade. An individual water service connection,

- f. For corner buildings, any entrance feature located on the corner may count to both sides, and may be considered located at 25' from each corner for the purpose of the required primary entry feature intervals.



Figure 6-6 Primary Entry Features.

Entrances help activate the streetscape and orient buildings to public spaces. More pedestrian-oriented blocks benefit from the activity created by smaller-scale uses and the rhythm created by more frequent entrances. More car-oriented streets may allow less frequent entrances or alternative orientations of buildings to internal access streets or common spaces. 6.03.B.4.

5. **Transparency.** Windows and doors provide transparency, detail, and visual rhythm on the facade, and they break up blank walls with the location, pattern, and proportions of these openings. The following techniques should be used to achieve the design objectives of this sub-section and to meet the transparency requirements of Table 6-4, Nonresidential Building Design
 - a. Where expressed as a first story requirement the percentage shall be measured between 2 feet and 8 feet above the sidewalk grade, or within 10 feet above the first floor elevation if the building is set back more than 10 feet from the street.
 - b. Where expressed as an upper story requirement, the percentage shall be measured between the floor level and ceiling of each story.
 - c. All first story windows required shall provide direct views to the building's interior or to a lit display area extending a minimum of 3 feet behind the window.
 - d. For industrial and civic buildings setback more than 25 feet from the street, clerestory windows may meet the first or upper story window requirements.
 - e. Locate windows doors to create a coordinated facade composition considering the entire facade as a whole, and to break up large ~~expanses~~ **expanses** into different components with the grouping of windows and doors.
 - f. Use windows and doors with projecting trim and ornamentation to create depth, texture, and shadows on the facade; to emphasize openings; or to combine groups of openings. Openings that have projecting trim and casements (at least 1 inch off the facade and 4 inches wide); or otherwise group windows with significant details that clearly differentiate these elements from the main facade may count these features for up to 25% of the window and door requirement.

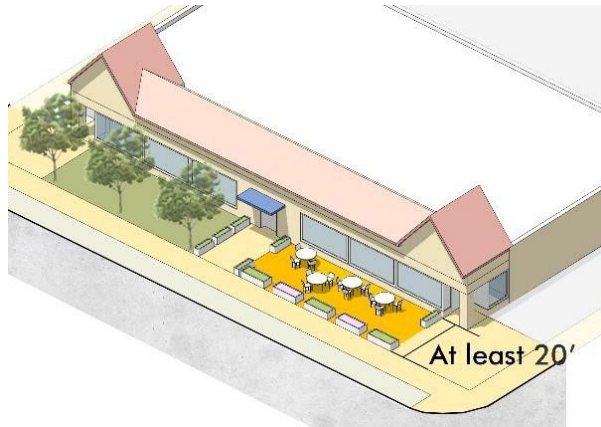


Figure 6-8 Courtyards, Patios and Plazas
More compact and walkable places benefit from smaller and more formal social spaces, such as courtyards, patios and plazas. 6.03.C.2.b.

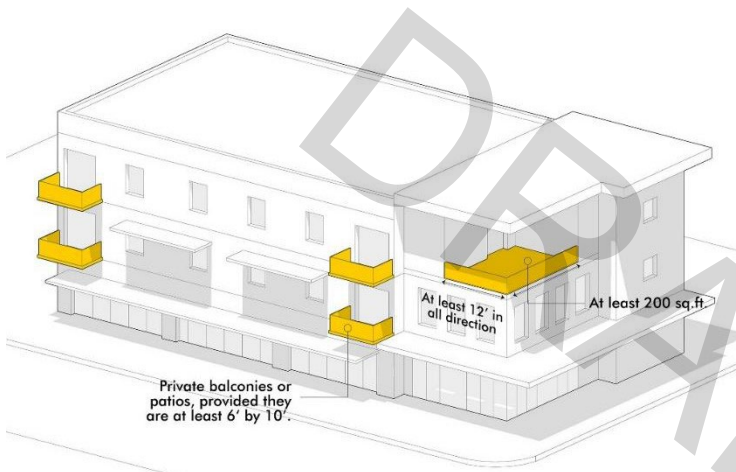


Figure 6-9 Private or Common Open Spaces
Private or common areas incorporated into the building can provide a portion of the useable on-lot open spaces. These elements can also meet design requirements for breaking up the massing or blank wall of buildings. 6.03.C.2.c. and d.

3. **Alternative Compliance.** Alternative compliance to the lot open space design standards established in this Section may be authorized according to the process and criteria in Section 2.07, Alternative Compliance, and any of the following additional applicable criteria:
 - a. The lot and building ~~has~~ **have** access to at least two different active open spaces on the same block or abutting block, and meeting the design and service area standards in Section 3.02.
 - b. Other designs that promote infill development or rehabilitation of existing buildings and sites in a compact, and walkable context.
 - c. In all cases the deviation is the minimum necessary to address the circumstance, the alternative equally or better meets the design objectives of this Section, and there are no negative impacts on other design standards applicable to the building or site.

7.02 Access & Circulation

A. **Driveways.** Driveways shall be designed according to the following standards.

1. **Driveway Design Objectives.** Driveway location and spacing shall be limited based on the following standards and guidelines:
 - a. Wherever feasible, adjacent lots with a similar land use shall use shared access to preserve the streetscape and eliminate conflicts with pedestrians and vehicles.
 - b. Direct access to major arterial street shall be permitted only when there is no other reasonable access to the street system, after considering alternatives such as access from side streets, shared driveways, common frontage lanes, rear alleys, or internal access streets.
 - c. The frontage design standards on a particular lot or block in Sections 5.03 and 6.03 Frontage Design may put further restrictions on the width, location, or extent of driveways in the frontage area.
 - d. Where driveway spacing standards for streets limit or prohibit access, shared driveways, common access lanes or alleys internal to blocks shall be used.
2. **Driveway Location Standards.** Except for where shared or common access is permitted and executed through easements, driveways shall be set back from side or rear lot lines as stated in Table 7-2: Driveway Setbacks.

Table 7-2 Driveway Setbacks			
Access	Setback from side or rear lot line	Setback from street side corner	Separation from other access
Residential access < 6 units	2' +	40'	35'[1]
Residential access 7 – 40 units	5' +	60'	100'
Nonresidential access and residential access to 41+ units	10' +	100'	150'
Shared access	May be on the property line, subject to easements.		
Alley access	Front-loaded driveways may be prohibited on blocks with alley access; there are no access width or separation requirements for access from an alley.		

[1] Driveway spacing may be averaged along a block for residential lots or on local streets to allow the best arrangement considering grades, streetscapes, and building and lot layouts. This may result in two adjacent lots having access near the same lot line on one side (2' side setback on each), while greater separation between driveways is provided between lots on the opposite sides.

3. **Through Access Drives.** Any single project, lot, or site greater than 5 acres, or lots where access is constrained by driveway standards, shall provide a system of through access drives that establish access and circulation within the site. (See Figure 3-2 in Section 3.01). Through access drives:
 - a. Shall be laid out to organize the site into smaller internal blocks between 1 and 4 acres.
 - b. Shall be designed to mimic public street cross sections in Section 3.01, including sidewalks, landscape amenities, on-street parking and travel lanes.
 - c. May be treated as public streets for determining the proper location, orientation and design of sites, buildings, and utilities within the project.
 - d. Trail, greenway, or pedestrian passages meeting the standards of Section 3.02 may account for a portion of this internal circulation network, provided it connects

Table 7-4: Required Parking	
Use Category / Specific Use	Minimum Parking Rate
Senior Living (assisted or nursing)	1 / 4 beds + 1 per employee
Group Home (assisted)	Same as Dwellings (detached, manufactured)
Group Home (protective or rehabilitative)	1 / 1 bed + 1 per employee
Group Home (emergency shelter)	1 / 8 beds + 1 per employee
Public / Civic	
Assembly	1 / 3 seats
Public Safety / Services	1 / 400 s.f.
Library	1 / 600 s.f.
Museum	1 / 1,000 s.f.
School	2 / class (elementary or junior) 1 / 4 students + 1 / employee (senior or higher education) OR 1 / 4 seats of all auditorium or even space, whichever is greater
Commercial	
Retail – Small (under 3K)	1 / 500 s.f.
Retail – General (3K+)	1 / 250 s.f.
Lodging - B&B	1 / guest room + 1 for operator or owner
Lodging - Hotel / Motel	1 / guest room + 1 / 200 s.f. of restaurant + 1 / 8 seats of meeting space
Medical Care	1 / 200 for all general office and service areas + 1 / bed (admittance permitted)
Office	1 / 300 s.f.
Services (i.e. medical services, day care, bank, vehicle repair, or similar uses with frequent customer service)	1 / 250 s.f.
Restaurant, bar or night club	1 / 100 s.f.
Health and Fitness Center	1 / 150 s.f.
Recreation and Entertainment	1 / 300 s.f. generally 1 / 4 seats of fixed seating areas 1 / active patron station (i.e 4 per lane bowling; 4 per hole golf course; etc.) 1 / 100 s.f. for food and beverage service areas
Industrial	
Manufacturing	1 / 500 s.f. (artisan/limited or light) 1 / 750 s.f. (all others) Director may administratively approve 1 / 1000 s.f. or 1 / employee for any large format manufacturing operations where the s.f. of building or site does not reflect the scale of operations or parking needs
Agriculture	
.All uses	Use combination of residential, public/civic commercial and industrial rates based on type and general nature of agriculture activities.

B. Maximum Parking. Nonresidential uses shall not provide more than 140% of the minimum required parking without documented evidence of actual parking demand based on studies of similar uses in similar contexts. In addition, any parking permitted over 120% of the minimum shall require mitigation of the potential impacts of additional parking through one or more of the following strategies:

1. Utilize all eligible parking reductions permitted in Section 7.03.C., Parking Reductions.
2. Provide shared parking for other uses on the block or adjacent blocks according to this Section 7.03.D.

Table 8-9: Maximum Light Mounting Height

<i>Driveways and Parking Areas</i>	24' in residential districts; or within 30' of any street; or within 100' of a residential use or residentially zoned property. 35' in all other districts or situations.
<i>Pedestrian Walkways, Plazas or Courtyards, and Pedestrian-oriented Streetscapes</i>	16'
<i>Facade Lights</i>	Below the eave or cornice line, provided the light is directed downward or otherwise designed and located to limit up lighting beyond the facade.
<i>Other Site Lighting</i>	12' nonresidential; 7' residential
<i>Building Mounted Security Lights</i>	May be mounted at heights required to provide adequate security provided all efforts be made to mitigate off-site impacts including dimmers, timers, sensors, shields or other technology.
<i>General</i>	All light poles shall be setback from the property at least 3', or at least 1/3 of the height, whichever is greater.

- C. **Performance Standards.** In addition to the height and location standards, exterior site lighting shall meet the following performance standards:
1. All exterior fixtures shall be fully shielded and installed so that the direct illumination shall be confined to the property boundaries of the source, except for ornamental lights below 2,400 lumens.
 2. The location, height, and fixture shield shall prevent light spread or glare onto any adjacent property or any public right-of-way, other than building mounted lighting on street-front buildings.
 3. Lighting shall be designed to ~~meet~~ meet the functional and security needs of the site, without adversely affecting adjacent properties. Performance and operational characteristics such as dimming interfaces or timers that reduce lights to minimal security levels for off hours should be used.
 4. All facade lighting and other externally illuminating lights shall use shielded, directional fixtures, designed and located to minimize uplighting and glare. Decorative lighting, such as lanterns and wall sconces, which may be allowed as long as the fixtures, do not exceed 2,400 lumens and do not emit light directly upward.
 5. The style of light standards and fixtures shall be consistent with the style and character of architecture proposed on the site and building.
 6. Lighting plans shall demonstrate compliance with industry standards and guidelines for environmental and energy performance, including the fixture types, light source, and energy source.
 7. A photometric plan prepared by a qualified professional may be required by the Director for large-scale uses or where certain compatibility and adjacency issues exist as a result of anticipated lighting.
- D. **Alternative Compliance.** Alternative compliance to the lighting standards established in Section 8.06, may be authorized according to the process and criteria in Section 2.07, Alternative Compliance.

5. The period of time when a property has more than two temporary signs displayed shall not be more than 90 days in a calendar year.
6. Relocation of a temporary sign, removal of the sign for a short period, or removal and replacement with a substantially similar sign does not expand the time period for the temporary sign.
7. The Director may require the removal of any temporary sign that pertains to an expired event or refrain from enforcement any temporary sign related to an event that has been unexpectedly extended beyond the control of the owner.

D. Multi-tenant Buildings and Sites.

1. All signs for multi-tenant buildings or sites shall require a Sign Plan and Permit approved by the Director according to these standards and criteria.
2. The sign plan shall demonstrate coordination of all signs on the building, allow sufficient flexibility for the replacement of signs or new tenants without the need for a new sign plan, unless a completely new sign design concept is proposed for the entire building or site.
3. The wall sign allowance may be apportioned to any tenant with a separate exterior entrance. In the case where all tenants share a common entrance the wall sign allowance may be apportioned to no more than two signs per facade.
4. The monument sign allowance for the building(s) and site shall meet the standards of 9.06.A, however the copy within the allowed sign may be apportioned to multiple tenants.
5. The Director shall consider the intent of this Article and the objectives of the Design Guidelines in Section 9.07 in approving a Sign Plan and Permit. Deviations from the specific design guidelines or standards may be only approved through the procedures and criteria in Section 9.08, Alternative Compliance.

E. Gateway Signs. Larger commercial properties and residential neighborhoods may be permitted gateway signs as provided in this section.

1. **Nonresidential Gateway Signs.** Nonresidential projects, through an Alternative Compliance sign plan, may allocate the allowed freestanding sign allowance to a gateway sign subject to the following:
 - a. Gateway signs shall meet the monument sign standards.
 - b. Maximum height shall be no more than 16 feet.
 - c. Gateway signs shall be set back from the lot or parcel line at least 10 feet, or at least the same as its height, whichever is greater.
 - d. Maximum area shall be no more than 200 square feet per sign.
 - e. No more than two (2) gateway signs per entrance and one (1) per corner at the ~~intersectin~~ intersection of two perimeter streets.
 - f. Gateways signs shall be located at least 200 feet from any other freestanding sign, except for matching gateway signs on either side of an entrance.
 - g. Gateway signs shall be located on the site of the nonresidential use, or in a common area owned and controlled by a property or business association of the nonresidential uses, provided there is a business or property owners association to ensure on-going maintenance of the sign and landscape.
2. **Residential Gateway Signs.** Residential may be allowed a gateway sign subject to the following standards:
 - a. All residential gateway signs shall be monument signs, no higher than 8 feet, unless incorporated into an accessory feature that is part of the landscape design.
 - b. Gateway signs shall be limited to no more than 2 per entrance from a collector or arterial street, provided the entrances are separated by at least 300 feet.
 - c. Gateway signs shall be limited to:
 - (1) 48 square feet for entrances on a collector street;

1. *Wall Signs.* A bonus to the total wall sign allowance may be approved for any sign plan for a building that includes:
 - a. Only individual cut out letters may receive a bonus of 10% above the permitted wall sign area.
 - b. All wall and ground signs coordinated to meet the criteria in Section 9.07.D may receive a bonus of 10% above the permitted wall sign area.
 - c. The total combined wall sign bonus shall be limited to 15% above the permitted wall sign area. (For example, if 100 square feet of wall sign is permitted by this code, you can have 110 square feet for all cut out letter signs, or 110 square feet for meeting 9.07.D, or 115 square feet for meeting both.)
2. *Ground Signs.* A bonus to the total free-standing sign allowance ~~may~~ **may** be approved for any sign plan for a site that includes only monument signs and the following additional elements:
 - a. Integration with the building architecture, including use of the same material for any sign structures may receive a bonus of 10% above the permitted ground sign area.
 - b. Designing signs with an enhanced landscape base, including low-level ornamental planting and landscape areas framed with materials compatible with the building and site design may receive a bonus of 10% above the permitted ground sign area. The landscape area shall be at least 3 square feet for every 1 square feet of sign area.
 - c. All ground signs coordinated to meet the criteria in Section 9.07.D. may receive a bonus of 10% above the permitted ground sign area.
 - d. The total combined freestanding sign bonus shall be limited to 20%. (For example, if 100 square feet of ground signs are permitted by this code, you can have 110 square feet for meeting any one of the above, or 120 square feet for meeting any 2 or all 3 of the above.)

Carport. A residential accessory building or portion of a building that is intended or used primarily for the storage of motor vehicles, and which is open on not less than two (2) sides and enclosed in such a manner that the stored or parked motor vehicle is either contained entirely within the building or under a permanent roof.

Comprehensive Plan. The City of Fort Lupton Comprehensive Plan, as amended. The Comprehensive Plan may include any other plans, policies, or programs officially adopted or approved by the City under the guidance of that plan, including the City's Three Mile Area Plan.

Condominium. A form of ownership in which the interior floor space of a unit or area is owned individually, and the structure, common areas and facilities are owned by all of the owners on a proportional, undivided basis, and where all other physical attributes of the building and site beyond ownership units meet the standards of these regulations.

Construction Sign. A temporary sign announcing construction, remodeling or other improvements of a property.

Coverage, Lot. Land area which is covered with impervious surfaces, such as buildings, patios, or decks with roofs, carports, swimming pools, tennis courts, or land area covered by any other type of structure, including parking lots.

Deciduous. A plant with foliage that is shed annually.

Density. The total number of dwelling units on a property, divided by the gross area in acres of such property.

Drive-through, Accessory. An accessory site design and building design component of any business in which the provision of services or the sale of food or merchandise to the customer in a motor vehicle without the need for the customer to exit the motor vehicle. This definition includes, but is not limited to, bank drive-up tellers and drive-through fast food restaurants.

Driveway. An improved concrete or asphalt path, or other area of a site otherwise dedicated to vehicle access to a site or leading directly to one or more city-approved parking spaces or parking spaces within a building.

Essential Public Infrastructure Equipment or Services. The erection, construction, alteration or maintenance by public utilities or municipal departments of underground or overhead gas, electrical, steam or water transmission or distribution systems, collection, communication, supply or disposal systems, including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, traffic signals, hydrants and other similar equipment and accessories in connection therewith, reasonably necessary for the furnishing of adequate service by such public utilities or municipal departments or commissions or for the public health, safety or general welfare.

Evergreen. A plant with foliage that persists and remains green year-round.

Household:

- a. A single individual doing his or her own cooking and living upon the premises as a separate, independent housekeeping unit; with his or her own children or children over whom he or she has custody or guardianship through a court order, or with his or her brothers, sisters, parents or grandparents;
- b. A collective body of persons doing their own cooking and living together upon the premises as a separate, independent housekeeping unit in a domestic relationship based upon birth or marriage, limited to a married couple, their own children or the child or children of one or the other of them or over whom one or the other of them has custody or guardianship through a court order or to include their brothers, sisters, parents or grandparents; or

Appendix C – Fort Lupton Recommended Plant List

Table C-1: Fort Lupton Recommended Plant List * Water Demand Symbols: M = Moderate L – Low X - Xeriscape, ** Most Pine Trees & Junipers = L			
<i>Latin Name</i>	<i>Common Name</i>	<i>Height X Width</i>	<i>Water Demand*</i>
Shade Trees			
Acer negundo "Sensation"	Sensation Box Elder	40'-50' X 30'-40'	L
Acer platanoides	Norway Maple	40'-50' X 40"-50"	M
Aesculus glabra	Ohio Buckeye	25'-30' X 25'	M
American (Tilia Americana), Littleleaf(Tilia cordata)	Linden varieties	50'-70' X 30'-50'	M
Catalpa speciosa	Western Catalpa	50'-60' X 30'-40'	L
Celtis occidentalis	Hackberry	40'-60' X 40'-60'	L
Celtis reticulata	Native Hackberry	30' X 30'	X
English (Quercus robur), NorthernRed (Quercus rubra), Swamp White(Quercus bicolor)	Oak varieties	45'-60' X 50'-70'	M
Gleditsia triacanthos inermis	Thornless Honeylocust varieties	40'-50' X 35'-45'	L
Gymnocladus dioica	Kentucky Coffeetree Coffeetree	50'-60' X 40'-50'	X
Quercus macrocarpa	Bur Oak	50'-60' X 45'-60'	L
Small Trees			
Acer ginnala	Maple, Ginnala	15'-20' X 12'-20'	L
Acer grandidentatum	Wasatch Maple	25'-30' X 20'-25'	L
Acer tataricum	Maple, Tartarian	12'-15' X 8'-10'	L
Alnus glutinosa	Alder	25' X 25'	
Amelanchier grandiflora, Amerlanchier Canadensis, Amelanchier leavis	Serviceberry varieties	12'-15' X 10'-15'	M
Cercis canadensis	Redbud	20' X 20'	M
Crataegus ambigua	Russian Hawthorn	15'-25' - X 20'-25'	L
Crataegus erythropoda	Native Hawthorn	20' X 20'	X
Crataegus viridis	Winter King Hawthorn	20' X 25'	L
Crataegus phaenopyrum	Washington Hawthorn	15'-25' X 12'-20'	L
Koeleria paniculata	Goldenrain Tree	20'-30' X 20'-25'	L
Malus spp. (choose CSU fireblight resistant)	Crabapples	18'-25' X 18'-25'	M
Prunus	Cherry, sour	20' X 25'	M
Prunus ceracifera	Newport Plum	20' X 25'	M
Prunus nigra	Princess Kay Plum	15' X 10'	M
Quercus gambelii	Gamble Oak	8'-20' X 6'-8' (spreading)	X
Syringa reticulata	Japanese Lilac Tree	20'-25' X 15'	M
Washington (Crataegus phaenopyrum), Thornless Cockspur (Crataegus crusgalli "Inermis) and others	Hawthorn varieties	10'-15' X 10'-15'	M
Evergreens**			
Dwarf Evergreens	many varieties	Varies	M
Juniper horizontalis, Juniperus Sabina, Juniperus chinensis	Spreading Juniper	Varies – minimum 4'wide	L
Juniperus monosperma	Native Upright Juniper	25'-30' X 16'-20'	X



Planning & Building Department

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 720.928.4003

Fax: 303.857.0351

www.fortluptonco.gov

SUMMARY OF CHANGES – DEVELOPMENT CODE UPDATE 2024

The Fort Lupton Development Code became effective on July 16, 2022. Upon adoption it was determined that periodic updates Chapter 16 – Fort Lupton Development Code that may change the character or intent as approved by the Ordinance shall be considered by City staff, Planning Commission, and City Council to address issues identified during its implementation. With this in mind, revisions to Chapter 16 that arose as part of a six-month review were approved by City Council on August 15, 2023. About a year later, staff has identified additional changes to be reviewed by Planning Commission and City Council.

Specific changes to note are:

- **Adding Carport standards in Article V – Residential Development Standards and defining Carport in Article XI – Definitions.** Currently carports are not defined in the Development Code and are considered Secondary Buildings in Table 5-2: Residential Accessory Structures. The proposed changes add a definition and carport-specific standards that address issues in the implementation of carports as secondary buildings.
- **Updating size requirements in Article V for accessory structures required to meet design standards and setbacks.** Alongside a concurrent update to Chapter 18: Building Regulations of the Municipal Code, the intent of the update is to set the square footage of structures that need a permit and must meet design standards and setbacks to 200 s.f. for consistency. Currently, structures over 120 s.f. require a permit, while those over 240 s.f. must meet design standards and over 150 s.f. must meet setbacks. Similarly, the applicable height was updated to 10 feet for setback standards. Note the 12 foot threshold for following massing and design standards remains after informational discussion with City Council at Town Hall on August 14.
- **Separating Administrative Plat- Easement(s) from Plat Corrections in Article II – Procedures** to better define the procedure for the vacation, dedication, and/or alteration of easements that fit under the Administrative Plat category.
- **Correcting small typos found throughout Chapter 16.** None of these updates alter the character or intent of the Development Code.

RESOLUTION NO. P2024-012

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF AMENDMENTS TO CHAPTER 16 – FORT LUPTON DEVELOPMENT CODE

WHEREAS, the Fort Lupton Development Code ('the Development Code') was adopted on July 16, 2022;

WHEREAS, the last amendment to the Fort Lupton Development Code was approved by City Council on August 15, 2023;

WHEREAS, after implementation, revisions to Chapter 16 – Fort Lupton Development Code that may change the character or intent as approved shall be considered by City staff, Planning Commission, and City Council to address issues identified during its implementation, and subsequent changes shall be considered periodically following the initial implementation revisions;

WHEREAS, the Planning Commission has reviewed the proposed amendments to the Development Code, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, on August 8, 2024, the Fort Lupton Planning Commission held a public hearing to consider a recommendation on the adoption of amendments to the Fort Lupton Development Code, and has taken into consideration all supporting information, evidence and any testimony in response to the application;

NOW THEREFORE BE IT RESOLVED, the Planning Commission hereby recommends approval of the proposed amendments to Chapter 16 – Fort Lupton Development Code as set forth in Exhibit A, attached hereto and fully incorporated by reference.

DONE THIS 8th DAY OF AUGUST 2024 BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.



Chairperson

ATTEST:



Planning Director

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
July 11, 2024**

The Planning Commission of the City of Fort Lupton met in session at City Hall Chambers, 130 South McKinley Avenue, the regular meeting place of the Planning Commission and virtually via GoToMeeting, on Thursday, August 8, 2024.

Chair Mike Simone called the meeting to order at 6:05 PM.

ROLL CALL

Commissioners Present: Chair Mike Simone, Vice-Chair Bushrod White, Commissioners Kathy Kvasnicka, and Paul Witmer. Commissioner Jimmy Dominguez joined online via Go-To.

City Staff Present: Planning Director Todd Hodges, Planner Sean McDermott, and Planning Administrative Assistant Beyza Kirmizi.

APPROVAL OF AGENDA

Vice-Chair White moved to approve the agenda, Commissioner Kvasnicka seconded.

CONSENT AGENDA

Vice-Chair White moved to approve the consent agenda, Commissioner Kvasnicka seconded.

PUBLIC COMMENT

There were no public comments.

ACTION ITEM

**P2024-012 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON
RECOMMENDING TO CITY COUNCIL APPROVAL OF AMENDMENTS TO CHAPTER 16 – FORT
LUPTON DEVELOPMENT CODE**

Planner Sean McDermott presented the proposed amendments to Chapter 16 of the Development Code. The amendments include the correction of spelling errors, minor code changes, and adding a new section on carports. Currently, the development code classifies carports as secondary buildings without providing a clear definition or specific standards for carports. For this reason, the proposed amendment introduces a definition for carports, specifying that they must be open on at least two sides and enclosed in such a manner that the stored vehicle is entirely within the structure or under a permanent roof.

Table 5-2. provides information on the requirements including size, height and setbacks for both attached secondary buildings and the newly proposed detached carports. Detached carports are allowed to be flush with the front building line, which secondary buildings do not allow. The key addition to this section explains that all accesses and driveways affiliated with the carport must meet applicable standards and the carport shall be placed on an improved surface as determined by Public Works. All carports require a building

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
July 11, 2024

permit and any carport over 10' high or more than 200 square feet shall meet the design standards in Section 5.02 (c)(3).

Mr. McDermott addressed changes to the size and height regulations for minor accessory structures in Section 5.02 (c)(2) and secondary building standards in Section 5.02 (c)(3). Additionally, carports are briefly mentioned in Section 5.06 and are now redirected to the new carport standards in Table 5-2. Finally, Section 2.02 (c)(1) was amended to create an additional item for easement(s).

Chair Simone opened up for commissioner comments at 6:14pm.

Commissioners discussed:

- Definition of permanent structures and whether carports fall under this definition
- What structures require a permit
- Differentiation between a shed and a carport
- When structures need to meet wind speed and snow load requirements
- Carports that were built before permits were required
- Flexibility of design standards to accommodate Fort Lupton's weather conditions
- Allowance of temporary structures especially in the summer
- Cost of carport permits
- Improved surface requirements
- Missing permanent roof definition in the development code

Chair Mike Simone suggested approval of the action item but asked staff to address the comments made by commissioners and bring back more information within three months.

Chair Simone opened up for public comments at 6:48pm.

There were no public comments.

Chair Simone closed the public comments at 6:49.

After discussion Vice Chair White moved to approve P2024-012 (Resolution of the Planning Commission of Fort Lupton Recommending to City Council Approval of Amendments to Chapter 16 – Fort Lupton Development Code) Commissioner Kvasnicka seconded.

Motion passed unanimously on a roll call vote.

DISCUSSION ITEM

There were no discussion items.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
July 11, 2024**

FUTURE BUSINESS

The next Planning Commission meeting is scheduled for September 12, 2024.

ADJOURNMENT

Chair Simone moved to adjourn the meeting at 6:50 PM.

Submitted by

Beyza Kirmizi
Planning Administrative Assistant

Approved by Planning Commission

Mike Simone
Chair



SUBJECT FOR DISCUSSION

Approving an Ordinance of the City of Fort Lupton, Amending Chapter 18, Section 18-57 Amendments to the International Building Code.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Alongside review of Chapter 16 – Development Code, staff has identified minor changes to Chapter 18, Section 18-57 of the City’s Building Regulations that will help clarify some existing standards and provide more flexibility to Fort Lupton residents. All updates were found to meet the intent of the code and further its objectives and application by the Building Department and Planning Department. The key changes are revising building permit expiration regulations to remove ambiguity, expanding the size requirement for work exempt from a building permit from 120 to 200 square feet, and reducing the timeframe that the City can authorize refunds for permit fees paid per direction from the Finance Director.

FINANCIAL CONSIDERATIONS

Not applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not applicable.

ALTERNATIVES/OPTIONS

The City Council, by ordinance shall:

1. Approve the Section 18-57 Amendments to the International Building Code; or
2. Deny the Section 18-57 Amendments to the International Building Code; or
3. Refer the amendments back to the Planning Commission for further study.

The City Council's action shall be based on the evidence presented, compliance with the adopted standards, regulations and policies and other guidelines.

STAFF RECOMMENDATIONS

Staff recommends approval of the amendments as proposed to Section 18-57 Amendments to the International Building Code.

- Attachments:
- a. Proposed Ordinance
 - b. Proposed Amendments to Section 18-57: Amendments to International Building Code (Exhibit A)

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO. 2024-XXXX

INTRODUCED BY: TBD

**AN ORDINANCE OF THE CITY OF FORT LUPTON, AMENDING CHAPTER 18, ARTICLE III, SECTION 18-57
AMENDMENTS TO INTERNATIONAL BUILDING CODE, TO UPDATE BUILDING REGULATIONS**

WHEREAS, the City has adopted the International Building Code (IBC) by reference with specific amendments listed in the City's Municipal Code; and

WHEREAS, the City desires to update the amendments to IBC for the benefit of public health, safety, and general welfare and flexibility in the permitting process;

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

Section 1. Chapter 18, Article III, Section 18-57 Amendments to the International Building Code is hereby revised to read as follows:

The following sections of the International Building Code are hereby revised:

"101.1 Title. Is amended by the addition of the term "City of Fort Lupton" where indicated."

"101.4.3 Plumbing. Is amended by the deletion of the last sentence."

"101.4.5 Fire prevention. Is amended by replacing "International Fire Code" with "adopted fire code".

"101.4.6 Energy. Is amended by replacing the words "International Energy Conservation Code" with "2018 International Energy Conservation Code".

"105.1 Required. Is amended by replacing the words "building official" with "City".

"105.2 Work exempt from permit. Is amended by: Building Exemption #1 is deleted in its entirety and replaced with "One-Story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 200 square feet and the roof height does not exceed 10 feet above grade measured from a point directly outside the exterior walls of the structure." Building Exemption # 2 is deleted in its entirety. Building Exemption #14 is added to read "Shingle repair or replacement work not exceeding one square (100 square feet in area) of covering per building.

"105.5 Expiration. Is amended by the deletion of this section in its entirety and replaced with the following: "Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance or after commencement of work if more than 180 days pass between inspections, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated."

"109.4 Work commencing before permit issuance. Is amended by the deletion of this section in its entirety and replaced with the following: "Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits may be subject to an investigation fee established by the City. The amount of the investigation fee may be in the amount up to the amount of the permit fee that would normally be accessed for the specific type of construction activity, with any such investigation fee being in

addition to all other required permit fees. The investigation fee shall be collected whether or not a permit is then subsequently issued."

"109.6 Refunds. Is amended by the deletion of this section in its entirety and replaced with the following: "The City may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The City may authorize refunding of not more than 80 percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this code. The City may authorize refunding of not more than 80 percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done. The City shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 30 days after the date of fee payment."

"111.3 Temporary occupancy. Is amended by deleting the words "building official" in the first and second sentence and replacing it with "City."

"113.1 General. Is amended by the deletion of the last two sentences and replaced with the following: "The members of the Board of Appeals shall be comprised of the members of the Board of Adjustment."

"113.3 Qualifications. Is amended by the deletion of this section in its entirety."

"114.2 Notice of Violation. Is amended by the addition of "Notice of Violations shall be delivered in accordance with section 107 of the IPMC" after the last paragraph."

"202 Definitions. Is amended by addition of the following: "Sleeping Room" (Bedroom) is any enclosed habitable space within a dwelling unit, which complies with the minimum room dimension requirements of IBC Section 1208 and contains a closet, an area that is useable as a closet, or an area that is readily convertible for use as a closet. Living rooms, family rooms and other similar habitable areas that are so situated and designed so as to clearly indicate these intended uses, shall not be interpreted as sleeping rooms."

"915.2.1 Dwelling units. Is amended by the deletion of the first sentence and replaced with the following: "Carbon monoxide detection shall be installed in dwelling units within 15 feet of each separate sleeping area and on every level."

"1015.2 Where required. Is amended by the addition of a second paragraph inserted before the exceptions as follows: "All area wells, stair wells, window wells and light wells attached to any building that are located less than 36 inches (914.4 mm) from the nearest intended walking surface and deeper than 30 inches (762 mm) below the surrounding ground level, creating an opening greater than 24 inches (610 mm) measured perpendicular from the building, shall be protected with guardrails conforming to this section around the entire opening, or be provided with an equivalent barrier."

"1020.1 Table 1020.1 Corridor Fire-Resistance Rating. Is amended to replace the corridor rating for R Occupancies with a sprinkler system from 0.5 to 1- Hour fire rating."

"1030.2 Minimum size. Is amended by the deletion of the exception."

"1301.1.1 Criteria. Is amended by replacing "International Energy Conservation Code" with the "2012 International Energy Conservation Code."

"1612.3 Establishment of flood hazard areas. Is amended by the insertion of "City of Fort Lupton" where indicated in (Name of Jurisdiction) and the date of the latest flood insurance study for the City of Fort Lupton, where indicated in [Date of Issuance]."

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 20th day of August 2024.

PUBLISHED in the Fort Lupton Press the 29th day of month 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED by title only this xx day of __2024.

PUBLISHED in the Fort Lupton Press the xx day of __2024.

EFFECTIVE (after publication) the xx day of __2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

Sec. 18-57. Amendments to International Building Code.

The following sections of the International Building Code are hereby revised:

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"101.4.3 Plumbing. Is amended by the deletion of the last sentence."

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"105.5 Expiration. Is amended by the deletion of this section in its entirety and replaced with the following: ~~"Every permit issued by the building official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one half the amount of the original permit fee, exclusive of any taxes or other fees already accessed, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee."~~ "Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance or after commencement of work if more than 180 days pass between inspections, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated."

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authorize refunding of any fee paid except on written application filed by the original permittee not later than ~~180~~ 30 days after the date of fee payment."

"111.3 Temporary occupancy. Is amended by deleting the words "building official" in the first and second sentence and replacing it with "City."

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"1015.2 Where required. Is amended by the addition of a second paragraph inserted before the exceptions as follows: "All area wells, stair wells, window wells and light wells attached to any building that are located less than 36 inches (914.4 mm) from the nearest intended walking surface and deeper than 30 inches (762 mm) below the surrounding ground level, creating an opening greater than 24 inches (610 mm) measured perpendicular from the building, shall be protected with guardrails conforming to this section around the entire opening, or be provided with an equivalent barrier."

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PEOPLE’S ORDINANCE NO. 2024-1169

INTRODUCED BY: DAVID CRESPIN

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, AMENDING ARTICLE XII OF CHAPTER 6 AND ARTICLE IV OF CHAPTER 16 OF THE FORT LUPTON MUNICIPAL CODE REGARDING THE REGULATION AND LICENSING OF REGULATED MARIJUANA ESTABLISHMENTS AS AUTHORIZED BY THE COLORADO CONSTITUTION.

INTRODUCED, READ AND FAILED ON FIRST READING, AND ORDERED PUBLISHED this 30th day of July, 2024.

PUBLISHED in the Fort Lupton Press this 8th day of August 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED by title only this 20th day of August 2024.

PUBLISHED in the Fort Lupton Press the 29th day of August 2024.

EFFECTIVE only if approved by the voters of the City of Fort Lupton at the November 5, 2024 election.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved to Form:

Andy Ausmus, City Attorney

PEOPLE’S ORDINANCE NO. 2024-1170

INTRODUCED BY:

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, AMENDING ARTICLE VIII OF CHAPTER 4 OF THE FORT LUPTON MUNICIPAL CODE REGARDING THE TAXATION OF REGULATED MARIJUANA ESTABLISHMENTS.

INTRODUCED, READ AND FAILED ON FIRST READING, AND ORDERED PUBLISHED this 30th day of July, 2024.

PUBLISHED in the Fort Lupton Press this 8th day of August 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED by title only this 20th day of August 2024.

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City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved to Form:

Andy Ausmus, City Attorney

ORDINANCE 2024-1171

INTRODUCED BY:

AN ORDINANCE OF THE CITY OF FORT LUPTON APPROVING THE SUBMISSION OF A BALLOT QUESTION TO THE REGISTERED VOTERS VOTING IN THE COORDINATED ELECTION TO BE HELD NOVEMBER 5, 2024, A BALLOT QUESTION IF THE CITY SHOULD AMEND ORDINANCE NO. 2021-1127 AND THE OFFICIAL CODE OF THE CITY OF FORT LUPTON, COLORADO, TO ALLOW FOR THE OPERATION OF A LIMITED NUMBER OF LICENSED MARIJUANA ESTABLISHMENTS WITHIN SPECIFIC ZONES IN THE CITY OF FORT LUPTON; DECLARING AN EMERGENCY, SETTING THE TITLE AND CONTENT OF THE BALLOT FOR THE ELECTION

WHEREAS, after first reading, it was determined that in order to comply with election deadlines, the Ordinance be amended to include the emergency declaration.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, TO AMEND THE ORDINANCE TO INCLUDE THE SECTION AS FOLLOWS:

Section 6. Emergency Declaration. Because of the necessity of submitting this Ordinance to meet the election scheduling demands, an emergency exists, and the provisions of this Ordinance are hereby declared to be necessary to the immediate preservation of the public health and safety, and it shall become effective upon adoption and compliance with the provisions of Section 31-16-105, Colorado Revised Statutes.

INTRODUCED, READ AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 30th day of July, 2024.

PUBLISHED in the Fort Lupton Press this 8th day of August 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED by title only this 20th day of August 2024.

PUBLISHED in the Fort Lupton Press the 29th day of August 2024.

EFFECTIVE (on second reading) the 20th day of August 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved to Form:

Andy Ausmus, City Attorney

EXHIBIT 'A'

Marijuana Facilities:

Shall the City of Fort Lupton adopt Ordinance 2024-1169 allowing for the operation of a limited number of licensed marijuana establishments including Cultivation Facilities, Products Manufacturing Facilities, Research and Development Facilities, Centralized Distribution Permits, and Off-Premises Storage Facility Permits within the specific zoning districts in the City of Fort Lupton?

YES__

NO__

ORDINANCE NO. 2024-1172

INTRODUCED BY:

AN ORDINANCE OF THE CITY OF FORT LUPTON APPROVING THE SUBMISSION OF A BALLOT ISSUE ON THE NOVEMBER 5, 2024, COORDINATED ELECTION, PERTAINING TO A WHOLESALE MARIJUANA EXCISE TAX OF 1.5% WITH THE RATE OF TAXATION NOT TO EXCEED 4%; DECLARING AN EMERGENCY, SETTING THE TITLE AND CONTENT OF THE BALLOT FOR THE ELECTION

WHEREAS, after first reading, it was determined that in order to comply with election deadlines, the Ordinance be amended to include the emergency declaration.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, TO AMEND THE ORDINANCE TO INCLUDE THE SECTION AS FOLLOWS:

Section 8: Emergency Declaration. Because of the necessity of submitting this Ordinance to meet the election scheduling demands, an emergency exists, and the provisions of this Ordinance are hereby declared to be necessary to the immediate preservation of the public health and safety, and it shall become effective upon adoption and compliance with the provisions of Section 31-16-105, Colorado Revised Statutes.

INTRODUCED, READ AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 30th day of July, 2024.

PUBLISHED in the Fort Lupton Press this 8th day of August 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED by title only this 20th day of August 2024.

PUBLISHED in the Fort Lupton Press the 29th day of August 2024.

EFFECTIVE (on second reading) the 20th day of August 2024.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Pena, City Clerk

Approved as to Form:

Andy Ausmus, City Attorney

Exhibit A

MARIJUANA EXCISE TAX

SHALL THE CITY OF FORT LUPTON TAXES BE INCREASED BY ONE HUNDRED THOUSAND DOLLARS (\$100,000) ANNUALLY IN THE FIRST FISCAL YEAR (2025), AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER BY IMPOSING, EFFECTIVE JANUARY 1, 2025, A NEW EXCISE TAX OF 1.5% WHEN UNPROCESSED RETAIL MARIJUANA IS FIRST SOLD OR TRANSFERRED BY A LICENSED CULTIVATION FACILITY WITH THE TAX REVENUES BEING USED TO FUND GENERAL GOVERNMENT EXPENSES AS DETERMINED BY THE CITY COUNCIL, WITH THE RATE OF THE TAX BEING ALLOWED TO BE INCREASED OR DECREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF TAXATION DOES NOT EXCEED 4%, AND WITH THE RESULTING TAX REVENUE BEING ALLOWED TO BE COLLECTED AND SPENT AS A VOTER APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY EXPENDITURE, REVENUE RAISING, OR OTHER LIMITATION CONTAINED IN ARTICLE X, § 20 (TABOR), OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

Yes:_____ No:_____



SUBJECT FOR DISCUSSION

Approving Changes to City Handbook Policy 218 Regarding City Vehicles

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The paragraph to be added to the City Handbook clarifies and adds language allowing for City owned vehicles to be used for on-call employees and for the use of “qualified nonpersonal use” vehicles as defined by IRS publications.

FINANCIAL CONSIDERATIONS

Financial impact will be dependent on the City Department’s use. The Police Department has sufficient funds within the operating budget to accommodate this program.

LEGAL/POLITICAL CONSIDERATIONS

The change to the City Handbook, combined with Department policy, satisfies legal requirements of this change.

ALTERNATIVES/OPTIONS

1. Approve the addition of the language to the City Handbook
2. Approve the language with changes.
3. Do not approve the addition of the language.

STAFF RECOMMENDATIONS

Staff recommends approving the addition of the language to the City Handbook.

Attachments: a. Policy 218 with changes.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

218 CITY VEHICLES

City-owned vehicles are to be used only for City business in the performance of the employee's job, with the authorization of the employee's Supervisor or Department Head. Personal use of City vehicles is not permitted without authorization. Only authorized personnel are permitted to drive City vehicles.

All City employees who are assigned to drive City vehicles must possess a valid driver's license for that type of vehicle. Employees for whom driving is routinely part of their duties must authorize the City to acquire a copy of the employee's driving record annually. Driving records will be submitted to the Human Resources Department and placed in the employee's file. City employees who routinely use City vehicles in the course of their work must immediately report to the Department Head or Human Resources Department all moving violations, citations and license suspensions they receive, whether it is on or off duty.

Departments may assign vehicles to employees when assigned duties may require an employee's response from home. Qualified nonpersonal use vehicles are to only be used to commute between the employee's residence and duty assignment. Personal use of a marked city-owned vehicle is prohibited. Personal use of an unmarked city-owned vehicle must be approved by the Department head or designee. Recreational use or out-of-state personal use of a city-owned vehicle is expressly prohibited. Any Department assigning vehicles to employees may implement additional restrictions governing the use of city-owned vehicles.

The safety of our employees is our operating concern. At no time shall a vehicle be operated in a manner that jeopardizes the safety of the employee, other employees or the public. **Seat belt use is mandatory for the driver and all passengers in all City owned vehicles in accordance with applicable law.** All mechanical issues should be reported immediately so that vehicles can be kept in safe, working condition.

If the driver is summoned to respond to an emergency, any passenger not designated as an "emergency response person" must immediately leave the vehicle at the first safe opportunity. An exception is if the passenger has received prior approval to be on a police "ride-along".

In the event of an accident involving a City-owned vehicle, the employee will immediately contact the local Police Department and their Department Head. Any employee involved in an accident while driving on the job will be subject to a post-accident test to determine whether the employee was under the influence of alcohol and/or a controlled substance. Passengers will not be subject to testing unless it is determined that their behavior may have contributed to the accident and was reasonably suspected to be a result of drug and/or alcohol use AND they are employees of the City. Further information on testing is in the standalone Alcohol and Drug Free Workplace Policy.

If driving is part of your job responsibilities, failure to maintain a valid driver's license may be grounds for termination.

Refer to the standalone Alcohol and Drug Free Workplace Policy for more details.



SUBJECT FOR DISCUSSION

Approve Change Order to Contract with Burns and McDonnell for Engineering Design Services for the Water Tower Project Design for an Amount Not to Exceed \$1,381,873.00 from the Utility Fund - Water Storage.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Request for Qualifications (RFQ) was advertised January 5, 2023 and selection of consultant following the requirements of the Brooks Act (40 U.S.C. 1101). Burns McDonnell was awarded the contract June 21, 2023 for the engineering services for the Elevated Water Storage project. The purpose of the Phase 1 work involves analyzing the City's existing potable water distribution system. The ultimate goal of the project is the elimination of the existing pump house at the tank farm and optimizing a plan for the ultimate distribution system. Phase 1 cost = \$249,260.00

We are pursuing a State Revolving Fund (SRF) loan. In order to expedite the design documents required for an SRF application submittal, Phase II engineering services are being contracted at this time. Change Order 1 provided initial design services and documentation (30%) required for the SRF Project Needs Assessment application. Phase 2 cost = \$686,433.00

This Change Order provides engineering design services to complete the design drawings, make application for the SRF and bidding of the project for construction. Design fees for Phase 2 and Phase 3 services is 7% of estimated construction costs. Current estimated project construction cost is \$28,708,000.00.

Submittal deadline for the SRF is January 2025.

FINANCIAL CONSIDERATIONS

The expected SRF loan covers the engineering services cost. The 2024 budget includes \$12,000,000 for the Water Tower Project.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the change order to Burns & McDonnell
- B. Reject change order.
- C. Delay action on the contract to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approving Change Order No. 2 to the contract with Burns and McDonnell for an amount not to exceed \$1,381,873.00 from the Utility Fund.

Attachments: a. Contract Agreement Change Order – Burns & McDonnell and Proposal (Exhibit A)

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Agreement Change Order

The PUBLIC WORKS Agreement entered into by and between the **City of Fort Lupton, Colorado** (hereinafter "City") and **Burns & McDonnell Engineering Company, Inc.** (hereinafter "CONSULTANT") dated June 21, 2023 is hereby modified as follows:

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

1. **SCOPE OF SERVICES.** Consultant shall additionally perform the services included in the scope of work set forth and incorporated herein as **Exhibit A.**

2. **CONTRACT SUM.** The City shall pay to the Consultant for performance and completion of the additional services encompassed by this Agreement Change Order, and the Consultant will accept as full compensation therefore an additional sum of not to exceed

Phase III - Final Design and Bid Phase Services **\$ 1,381,873.00**

as set forth in the Work Breakdown Structure and Fee Schedule attached hereto as Exhibit A.

All conditions and terms of original agreement to remain intact and applicable.

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

EXECUTED THIS _____ DAY OF **August, 2024.**

CITY OF FORT LUPTON, COLORADO

**Burns & McDonnell Engineering
Company, Inc.**

BY: **Zo Hubbard**

BY: **Dan Korinek**

TITLE: **Mayor**

TITLE: **Senior Vice President**



July 31, 2024

Mr. Roy Vestal
Public Works Director
City of Ft. Lupton
130 S. McKinley Ave
Fort Lupton, CO 80621

Re: Proposal to offer professional services for Phase III – Final Design and Bid Phase Services related to the City of Fort Lupton Elevated Water Storage Tank Engineering Services Project (FTL2023-02)

Dear Roy:

The City of Fort Lupton (City) desires to construct a new one-million-gallon (1 MG) elevated water storage tank (EST) in the existing high-pressure zone. The 1 MG EST is intended to provide system redundancy, improve the City Level of Service (LoS) in the high-pressure zone, and alleviate some mechanical complexities currently experienced in the water distribution system. The 1 MG EST tank includes the design and construction of a targeted 3,600 gpm (expandable to 5,400 gpm) capacity pump station, a 20-inch fill line, a 20-inch distribution waterline, and a pressure reducing valve (PRV) station to connect the tank to the existing distribution system. Two previous phases, Phase I (Water Master Plan) and Phase II (Basis of Design Report and 30% Design) have been completed to identify the tank size, tank height, tank site, pump station site, pump station capacity, pipeline alignments, and other recommended project components. Phase II brought the project design to the 30% design milestone.

Phase III:

The City has requested Burns & McDonnell progress the project through final detailed design as soon as possible to strive to achieve the January 5th, 2025 loan application deadline for the Drinking Water Revolving Fund (DWRf) process. The City desires to submit the loan application as soon as possible to seek base funding and Bipartisan Infrastructure Law (BIL) principal forgiveness. Phase III will encompass 60% and 100% design of the elevated tank, pump station and associated distribution and transmission waterlines as well as finalizing the DWRf application and performing bid phase services.

Burns & McDonnell is pleased to have been selected by the City to offer professional engineering services for the Elevated Water Storage Tank Engineering Services (FTL2023-02). We propose to complete the professional services requested by the City of Fort Lupton in *Phase III* in 5,362 hours and for a not to exceed fee of \$1,381,873.00 and in accordance with the terms and conditions of the Professional Services Agreement, dated June 21, 2023

We hope that our proposal to provide professional engineering services for the Elevated Water Storage Tank Engineering Services (FTL2023-02) - Phase III – Final Design and Bid Phase Services is acceptable to the City. As always, after your review, we are pleased to further discuss and then formalize our scope and fee to best meet your expectations and project goals.



City of Ft. Lupton

July 31, 2024

Page 2

It is our great privilege to continue to serve the City of Fort Lupton. If you should have any questions or comments, please do not hesitate to reach me at kglebrasse@burnsmcd.com or (720) 592-3417.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kyle LeBrasse", with a long horizontal flourish extending to the right.

Kyle LeBrasse, P.E. – Project Manager

Attachments: Scope of Services and Fee

cc: Jason Schaefer, P.E. – Regional Global Practice Manager

Scope of Services

PROJECT NAME:

Elevated Water Storage Tank Engineering Services Project (FTL2023-02)
Phase III - Final Design and Bid Phase Services
City of Fort Lupton

Phase III:

The design fee estimate is based on the following scope items, should any of the scope items change this will be considered supplemental services and require an amendment:

- ▶ 100% Design of:
 - New 1.0 MG Elevated Storage Tank
 - New targeted 3,600 gpm capacity Pump Station (expandable to 5,400 gpm)
 - New transmission pipeline from the existing 3MG tank to the 9th St connection
 - New transmission pipeline from the 9th St connection to the elevated tank
 - New distribution pipeline from the elevated tank to the existing distribution system
 - New pressure reducing valve (PRV) station
- ▶ Environmental Studies
 - Additional Cultural/Historical studies to support the NEPA Section 106 process
- ▶ Bid Phase Services

Task Series 100 – Team Collaboration & Project Management

Task 102 – Project Schedule & Schedule Updates

No change to task 102 scope. Phase III will extend the duration for approximately six (6) months requiring additional labor hours.

Task 103 – Weekly Design Project Management and Contract Administration

No change to task 103 scope. Phase III will extend the duration for approximately six (6) months requiring additional labor hours.

Task 104 – Regular Design Progress Meetings (Monthly)

No change to task 104 scope. Phase III will extend the duration for approximately six (6) months requiring additional labor hours.

Task 105 – Invoices (Monthly)

No change to task 105 scope. Phase III will extend the duration for approximately six (6) months requiring additional labor hours.

Task 106 – Quality Assurance and Quality Control Reviews

Task 106 is amended to include the QA/QC reviews of 60%, 90%, IFB and IFC documents.

Task Series 200 and 300

No change in scope

Task Series 400 – Tank and Waterline Alternatives Analysis

Task 410 – Environmental Studies and Reports(for EA Development)

Task 410 will be amended to include the following additional scope:

Expanded scope items:

1. The site visit originally scoped to evaluate the route in respect to potential impacts to historical and cultural sites will be expanded based on SHPOs guidance to include two days of field visits. The field visits will include evaluating cultural resources for visual effects within a 0.5-mile area surrounding the proposed elevated water storage tank.
2. The Historical and Cultural brief memorandum scoped in Amendment 1 will be replaced with a formal Class III Cultural Resources Inventory report as required by SHPO. The report will include the following sections:
 - ▶ Abstract.
 - ▶ Introduction.
 - ▶ Environmental Overview.
 - ▶ Archaeological and Historical Overview.
 - ▶ File Search and Literature Review.
 - ▶ Methodological Overview.
 - ▶ Results and Evaluations.
 - ▶ Visual Impact Analysis.
 - ▶ Summary and Management Recommendations.
 - ▶ Three appendices including maps.

Additional Task: Monitoring of Geotechnical Borings

Geotechnical boring will be monitored by a qualified archaeologist that is on a Colorado State permit to conduct archaeological investigations. This task will involve observing geotechnical borings and inspecting the spoils piles for evidence of archaeological remains.

Assumption(s):

- ▶ Necessary Class I data will be collected at the Colorado SHPO. Additional research will not be needed to supplement the data available at the SHPO.
- ▶ The Class III inventory area will not exceed approximately 3 miles of pipeline, water tank, and the pump station. If other project elements are added, they will be addressed under a separate scope and cost.
- ▶ Right-of-entry (ROE) to cultural resources sites located within the Indirect Effect APE will need to be confirmed prior to visiting these residential sites. These sites occur on private land outside the area of direct effect and effort to gain access for site recordation will be made during the field survey. If access is not granted during the field survey, additional efforts may be necessary to secure ROE and this labor, and additional labor for site recordation, would be addressed under a separate scope and cost.
- ▶ A maximum of five (5) cultural resources sites will require documentation and subsequent reporting. If more than five (5) cultural resources are found, Burns & McDonnell will contact the City following fieldwork, and the additional resources can be included in the project through addendum.
- ▶ No previously recorded cultural sites will need to be revisited and updated as part of the Class III inventory.
- ▶ No archaeological testing will be required.
- ▶ No exploratory testing of sediments will be required.
- ▶ No cultural artifacts will be collected during the inventory. Any identified diagnostic cultural artifacts will be analyzed, mapped, and photographed in the field.
- ▶ Burns & McDonnell's fee assumes one round of review and comments on the draft report from the CDPHE.

- ▶ No tribal consultation is included. If the CDPHE requires assistance with tribal consultation, this can be added through a separate amendment.
- ▶ Burns & McDonnell's fee does not include efforts to prepare or implement a Historic Properties Treatment Plan, if required, and does not include efforts or costs associated with mitigation of impacts to historic properties.
- ▶ Burns & McDonnell's fee assumes that weather will be conducive to pedestrian survey and site documentation (e.g., rain, snow, severe winds, and other natural events such as fire are not conducive). The survey area must be clear of snow prior to the initiation of fieldwork.

Task Series 500 – 30% Pre-Design

Task 501 – Survey:

Task 501 will be amended to obtain additional limits of survey along the north side of Colorado Highway 52 for the distribution pipeline alignment after consensus to located the pipeline north of CDOT ROW.

Task Series 600

No Change in scope

Task Series 700 – 60% Design

Task 701 – Utility Potholing:

Burns & McDonnell will subcontract with a potholing subconsultant to perform locates of existing utilities that will be crossed or connected to by the proposed construction in order to attempt to identify their location, elevation, size, material, and alignment. For the purposes of this proposal, 40 potholes have been assumed. If the alignment requires more utility potholing than the amount assumed at the time of the proposal, additional scope and fee should be included through an amendment.

Task 702 – 60% Design Documents

Drawings and specifications will be provided by Burns & McDonnell at the 60% design level. The 60% Documents will include the following:

- ▶ Technical Specifications
- ▶ Drawings included in the 30% design package brought to 60% completion with addition of pipeline profiles
- ▶ Additional detail drawings needed for final design

The Owner will be given at least one week to review the drawings and specifications prior to holding the 60% Design Review Meeting. PDF documents will be provided to the Owner for review.

Task 703 – 60% Burns & McDonnell's Opinion of Probable Construction Cost

Based on the 60% design documents, Burns & McDonnell will prepare an opinion of probable cost at an AACE Class 3 level for the project. This cost opinion will be submitted along with the design documents for review and comment by the Owner. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors.

Estimates, schedules, forecasts, and projections prepared by Burns & McDonnell relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Burns & McDonnell's experience, qualifications, and judgment as a professional. Since Burns & McDonnell has no control over weather, cost and availability of labor, cost and availability of material

and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Burns & McDonnell does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Burns & McDonnell.

Task 704 – 60% Design Review Meeting

After the Owner has had an opportunity to review the 60% design documents, Burns & McDonnell will conduct a 60% design review meeting. The purpose of this meeting is to provide the Owner and Burns & McDonnell an opportunity to clarify Owner comments on the documents. Comments will be incorporated into the 90% design documents as appropriate.

Task Series 800 – 90% Design

Task 801 – 90% Design Documents

Drawings and specifications will be provided by Burns & McDonnell at the 90% design level. The 90% Drawings will include the following:

- ▶ Refined Technical Specifications
- ▶ Drawings included in the 60% design package, brought to 90% completion
- ▶ Additional detail drawings needed for final design

The Owner will be given at least one week to review the drawings and specifications prior to holding the 90% Design Review Meeting. PDF documents of the drawings will be provided to the Owner for review.

Task 803 – 90% Burns & McDonnell's Opinion of Probable Construction Cost

Based on the 90% design documents, Burns & McDonnell will prepare an opinion of probable cost at an AACE Class 2 level for the project. This cost opinion will be submitted along with the design documents for review and comment by the Owner. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors.

Estimates, schedules, forecasts, and projections prepared by Burns & McDonnell relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Burns & McDonnell's experience, qualifications, and judgment as a professional. Since Burns & McDonnell has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Burns & McDonnell does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Burns & McDonnell.

Task 804 – 90% Design Review Meeting

After the Owner has had an opportunity to review the 90% design documents, Burns & McDonnell will conduct a 90% design review meeting. The purpose of this meeting is to provide the Owner and Burns & McDonnell an opportunity to clarify Owner comments on the documents. Comments will be incorporated into the Issued for Bid (IFB) design documents as appropriate.

Task Series 900– Permitting

Task 901 – Permitting

Burns & McDonnell will work with the permitting authorities to complete permitting and project approval requirements required of the Owner. Permit applications and necessary documents will be prepared by Burns & McDonnell and provided to the Owner for signature, submittal, and payment, as required. Burns & McDonnell will not be responsible for permitting fees. Permits and approvals to be obtained by the Contractor will be conveyed in the Contract Documents. It is assumed permits will be:

- CDOT Utility/Special Use Permit (Conditionally Approved)
- Storm Water Management Plan (SWMP)
- FAA Notice of Proposed Construction or Alteration, Form 7460-1 and 7460-2
- Drinking Water Design Submittal Appendix B

Additional permits beyond those identified above can be added via an addendum, if needed.

Task Series 1000– Land Acquisition

Task 1001 – Right of Entry (ROE)

BMcD will acquire Right of Entry (ROE) agreements to alert landowners and limit permitting within Colorado Highway 52 (CDOT) ROW. ROE agreements will be necessary for the environmental studies and field investigations (Geotechnical Borings and Potholing). The following tasks will be completed:

- ▶ Document preparation and review
- ▶ Drafting ROE, project notifications and mailing
- ▶ Property research
- ▶ Negotiations with landowners

It is assumed that up to five (5) ROEs are required. Should additional ROE be required they can be added via addendum.

Task 1002 – Easement Description and Exhibits (additional @\$1000/ea.)

Burns & McDonnell's survey subconsultant, King Surveyors, will complete up to six (6) legal descriptions for permanent easements and up to five (5) legal descriptions for temporary easements identified in task 508 of Amendment I. Legal descriptions will include the written description and be supported by an exhibit. Additional legal descriptions/exhibits can be provided at \$1000 each through an addendum

Task 1003 – Obtain Fort Lupton Approved Agreements

Burns & McDonnell will look to Fort Lupton to provide or confirm the following approved forms for use in negotiations.

- ▶ Form of pipeline easement
- ▶ Form of option agreement (if required)
- ▶ Form of consent and subordination (if required by Fort Lupton for properties with liens)
- ▶ Other forms identified by Burns & McDonnell throughout the course of negotiations

Burns & McDonnell will populate the easement agreements for entities having fee interest along the project route. Property appraisals typically support Eminent Domain procedures, and therefore are not assumed in this scope. Our team will work closely with the broader project team and Fort Lupton to finalize the legal descriptions for the easement agreements.

Task 1004 – Easement Negotiations

Burns & McDonnell will conduct negotiations for the anticipated 40-foot-wide easement in person whenever practicable, will serve as a spokesperson between Fort Lupton and the affected landowners, and will work to address landowner questions and concerns to attempt to reach a settlement. For landowners unable or unwilling to meet in person, landowners will be contacted through phone, online, or via FedEx (signature required). Our team will contact landowners in the spirit of good faith negotiations throughout the process. Our land team will maintain files including daily log notes of contacts and attempted contacts with landowners.

Task 1005 – Coordinate Encroachment and Crossing Agreements:

Our team will work with Fort Lupton in identifying specific locations where the proposed waterline will cross and/or encroach into legacy land rights and facilities held by third parties. Based on 30% alignments, discussions and crossing agreements with up to seven (7) utilities are assumed. Additional utility encroachment and crossing agreements can be added via addendum if needed.

Task Series 1100 – Issued for Bid Documents and Bid Phase Services

Task 1101 – Issue for Bid Design Documents

Burns & McDonnell will prepare and submit Issue for Bid (IFB) drawings and specifications to the Owner for bidding purposes. The drawings and specifications will incorporate final Owner comments prior to bidding. IFB Documents will be provided in electronic format.

Task 1102 – Bidding or Negotiating Phase

Burns & McDonnell will assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conference, if any, and receive and process contractor deposits or charges for the issued documents.

Burns & McDonnell will prepare and issue addenda to clarify, correct, or change the issued for bid documents. Burns & McDonnell assumes up to two (2) addenda will be required.

Burns & McDonnell will consult with Owner as to the qualifications of prospective contractors and contractor's proposed subcontractors, suppliers, and other individuals and entities, for those portions of the Work as to which review of qualifications is required by the issued documents. Burns & McDonnell will provide information or assistance needed by Owner during review of proposals or negotiations with prospective contractors.

If the issued documents require, the Burns & McDonnell will evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

Burns & McDonnell will prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

The inclusion of any contractor or subcontractor on the list of bidders does not constitute any endorsement or warranty by the Burns & McDonnell, and the Owner will exercise its own due diligence in reviewing the qualifications and experience, and check the references of, any prospective contractor or subcontractor, and in making a final selection of the qualified contractor and subcontractors for this Project.

Task 1103 – Issued for Construction Documents

Burns & McDonnell will prepare and submit issued for construction (IFC) drawings and specifications. The drawings and specifications will incorporate all bidding addenda prior to submitting.

- ▶ Furnish one (1) electronic copy of the issued for construction drawings and specifications to Owner and selected Contractor

Fort Lupton, CO

Elevated Water Storage Tank Engineering Services

Task Series 100 - Meetings and Project Management	
Task 101	Project Kickoff Meeting (Workshop) With City of Fort Lupton Staff
Task 102	Project Schedule & Schedule Updates
Task 103	Weekly Design Project Management & Contract Administration
Task 104	Regular Design Progress Meetings (Bi-Weekly)
Task 105	Invoices (Monthly)
Task 106	Quality Assurance and Quality Control Reviews
Task Subtotal	
Task Series 400 - Tank and Watertline Alternatives Analysis	
Task 410	Environmental Studies and Reports
Task Subtotal	
Task Series 500 - 30% Pre-Design	
Task 501	Survey
Task Subtotal	
Task Series 700 - 60% Design	
Task 701	Utility Profiling
Task 702	60% Design Documents
Task 703	60% Engineer's Opinion of Probable Construction Cost
Task 704	60% Design Review Meeting
Task Subtotal	
Task Series 800 - 90% Design	
Task 801	90% Design Documents
Task 802	90% Engineer's Opinion of Probable Construction Cost
Task 803	90% Design Review Meeting
Task Subtotal	
Task Series 900 - Permitting	
Task 901	Permitting
Task Subtotal	
Task Series 1000 - Land Acquisition	
Task 1001	Right of Entry
Task 1002	Easement Description and Exhibits
Task 1003	Obtain Fort Lupton Approved Agreements
Task 1004	Easement Negotiations
Task 1005	Coordinate Easement and Crossing Agreements
Task Subtotal	
Task Series 1100 - Issued for Bid Documents and Disposal Services	
Task 1101	Issued for Bid Design Documents
Task 1102	Bidding or Negotiating Phase
Task 1103	Issued for Construction Documents
Task Subtotal	
Project Total	

Notes:

1. Meetings include the preparation of meeting agendas and meeting minutes. Meeting documents will include a decision log and an action item logs.

2. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subconsultants, the client shall pay the cost to Burns & McDonnell plus 10%.

3. The services of contractagency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

4.The rates shown above are effective for services through December 31, 2024, and are subject to revision thereafter.

Project Manager	Pipeline Lead	Pipeline Engineers	Pump Station Lead	Process Engineers	Electrical and I&C	Environmental Lead	Environmental	Civil	Mechanical	Structural	Architectural	CADD Support	Technical Advisor / Quality Control	ROW/Assessments
Kyle LeBrasse, PE	Ryan Brong, PE	Brody Coxen Corrie Klesner	Nikole Rachelson, PE	Holly Webb Kabrina Mason	Adam Morroni Vamsi Patwardi, PE	Angie Woehler	Kalli Klimer Katie Shapiro Clive Briggs Jennifer Harris	Josh Lee, PE Matt Strobel	David Olsen, PE	Jason Zemlicka	Ryan Lang, PE Jennifer Dear	Victor Pence Kristie Weiss Amelia Rendon Nathan Krouss	Mike Lehrburger, PE Kate Henske, PE	Sara Crook
6	12													
48	12		12		2			2	2	2	2			
12														
12														
4			24										80	
82	24	0	36	0	2	0	0	2	2	2	2	0	80	0
Task 410														
Task Subtotal							230	0	0	0	0	0	0	0
0	0	0	0	0	0	4								
Task 501														
1	1	2												
1	1	2	0	0	0	0	0	0	0	0	0	20	0	0
Task 701														
1	1	18										20		
20	40	200	112	270	150			140	80	184	67	420		
2	4	4	2	4	4			2	2	2	2			
4	4													
27	49	220	118	274	154	0	0	144	82	186	69	440	0	0
Task 801														
20	40	200	112	270	150			140	80	186	67	380		
2	4	4	2	4	4			4	2	2	2			
4	4													
26	48	204	118	274	154	0	0	144	82	186	69	380	0	0
Task 901														
8	16	40				4								
8	16	40	0	0	0	4	0	0	0	0	0	0	0	0
Task 1001														
2	4					2								32
2	2	2										8		
10	5	10												24
8	8	24												16
8	16	40												16
30	35	76	0	0	0	2	0	0	0	0	0	8	0	340
Task 1101														
16	24	72	24	96	48			30	16	16	16	120		
10	5	10	10	24	10			10	10	10	5	40		
8	16	44	24	60	24			15	8	8	8	80		
34	45	126	56	189	82	0	0	34	34	34	28	240	0	0
Task Subtotal														
208	218	668	330	728	392	10	230	345	176	380	169	1088	80	340

Total Hours	Total Cost	Expenses	Subcontracts	Subtotal
-	\$ -	-	\$ -	\$ -
18	\$ 4,421.48	\$ 176.86	\$ -	\$ 4,598.34
48	\$ 12,789.10	\$ 510.76	\$ -	\$ 13,279.87
46	\$ 11,927.20	\$ 477.88	\$ -	\$ 12,405.08
12	\$ 3,192.28	\$ 127.60	\$ -	\$ 3,319.87
108	\$ 32,318.22	\$ 1,282.73	\$ -	\$ 33,600.95
232	\$ 54,828.28	\$ 2,866.13	\$ -	\$ 57,694.42
234	\$ 67,406.73	\$ 2,686.27	\$ -	\$ 70,103.02
234	\$ 67,406.73	\$ 2,686.27	\$ -	\$ 70,103.02
24	\$ 5,455.00	\$ 218.20	\$ 5,500.00	\$ 11,173.20
24	\$ 5,455.00	\$ 218.20	\$ 5,500.00	\$ 11,173.20
38	\$ 8,237.94	\$ 329.94	\$ 60,500.00	\$ 69,067.88
1,683	\$ 378,488.90	\$ 15,139.50	\$ -	\$ 393,628.40
30	\$ 8,890.10	\$ 275.60	\$ -	\$ 9,165.70
12	\$ 3,192.28	\$ 127.60	\$ -	\$ 3,319.87
1,763	\$ 396,699.90	\$ 15,872.38	\$ 60,500.00	\$ 473,187.28
1,591	\$ 355,247.00	\$ 14,249.88	\$ -	\$ 370,496.88
30	\$ 8,890.10	\$ 275.60	\$ -	\$ 9,165.70
12	\$ 3,192.28	\$ 127.60	\$ -	\$ 3,319.87
1,633	\$ 366,329.38	\$ 14,663.18	\$ -	\$ 380,992.57
68	\$ 14,909.52	\$ 596.38	\$ -	\$ 15,505.90
68	\$ 14,909.52	\$ 596.38	\$ -	\$ 15,505.90
40	\$ 11,236.16	\$ 449.45	\$ -	\$ 11,685.60
22	\$ 5,530.42	\$ 221.22	\$ 8,470.00	\$ 14,221.64
49	\$ 12,747.70	\$ 509.91	\$ -	\$ 13,257.61
300	\$ 63,777.86	\$ 8,351.11	\$ -	\$ 72,128.98
80	\$ 18,460.51	\$ 738.42	\$ -	\$ 19,198.93
481	\$ 131,762.70	\$ 10,276.11	\$ 8,470.00	\$ 150,492.81
478	\$ 105,981.26	\$ 4,239.65	\$ -	\$ 110,220.91
144	\$ 33,142.28	\$ 1,325.60	\$ -	\$ 34,467.87
295	\$ 65,887.03	\$ 2,635.48	\$ -	\$ 68,522.51
917	\$ 208,009.62	\$ 8,200.63	\$ -	\$ 216,210.25
5,362	\$ 1,252,312	\$ 55,091	\$ 74,470	\$ 1,381,873



SUBJECT FOR DISCUSSION

Award Change Order #2 to Contract with Vance Brothers, Inc. for an Amount Not to Exceed \$500,000.00 for the 2024 Crack Seal/Slurry Seal Project from Street Sales Tax Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Contract was awarded to Vance Brothers on March 19, 2024. The original bid was intended to fill existing cracks and perform a slurry seal over South Rollie Avenue to seal the surface and place fresh striping south of Hwy 52.

Change Order No. 1 covered quantity overages from to prevent delays and complete the work expediently for access to local businesses. Final quantities were not known until after project completion. All quantities were verified by City staff.

Additional streets identified for maintenance include, Applewood Avenue, portions of 9th Street, Elizabeth Court, South Hoover Avenue, and additional streets as funding is available (not to exceed \$500,000.00).

Project was completed in May of this year.

FINANCIAL CONSIDERATIONS

The 2024 Street Sales Tax Fund budget includes \$1,200,000 for the CR 12 railroad crossing improvements. This project will occur now in 2025. \$500,000 of this CIP project will be reallocated to the Crack Seal/Slurry Seal maintenance budget.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve Change Order #2 with Vance Brothers
- Award portion of project items
- Do not approve the Contract

STAFF RECOMMENDATIONS

Staff recommends approving Change Order with Vance Brothers, Inc. for an amount not to exceed \$500,000.00 for the 2024 Crack Seal/Slurry Seal Project from Street Sales Tax Fund.

Attachments:

- a. Change Order #2 – Vance Brothers, Inc.
- b. Project Tabulation
- c. Map of Areas Covered

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

No. 2

Page 123 of 135

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

Contractor's Name:				
Project Total				\$ 442,082.50

SCHEDULE 2 - Fall 2024

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	5	Varies	\$ 55,000.00
2	TS 16-102	Traffic Control	LS	5	Varies	\$ 20,000.00
SUBTOTAL						\$ 75,000.00

Chapter 6 - Asphalt Work

Payment Item No.	Specification Reference	Description	Payment Unit	Quantity	Rate in Numbers	Amount in Numbers
4	TS 16-408	Hot Poured Joint and Crack Sealant	TON	22	\$ 5,500.00	\$ 121,000.00
5	CODOT 403 (REVISED) STONE MATRIX ASPHALT	Mastic (Stone Matrix Asphalt)	TON	19	\$ 6,200.00	\$ 117,800.00
6	TS 16-409	Slurry Seal	SY	16,250	\$ 7.85	\$ 127,562.50
SUBTOTAL						\$ 366,362.50

Division 600 - Miscellaneous

7	TS 16-605	Thermoplastic Lane (Single White - 4" Wide Solid Line)	LF	0	\$ 6.00	\$ -
8	TS 16-605	Thermoplastic Centerline (Single Yellow w/ Dashed Yellow 4" Wide)	LF	0	\$ 6.00	\$ -
9	TS 16-605	Thermoplastic Crosshatch (Single Yellow - 4" Wide Solid Line)	LF	0	\$ 6.00	\$ -
10	TS 16-605	Thermoplastic White - 4" Broken Line	LF	120	\$ 6.00	\$ 720.00
11	TS 16-605	Thermoplastic White - 24" Stop Bar	LF	0	\$ 6.00	\$ -
12	TS 16-605	Thermoplastic White - Crosswalk (18" Wide x 9' Long Bars)	EA	0	\$ 950.00	\$ -
13	TS 16-606	Preform Thermoplastic Pavement Marking (Right Turn/Through Arrow)	EA	0	\$ 950.00	\$ -
14	TS 16-606	Preform Thermoplastic Pavement Marking (Left Turn Arrow)	EA	0	\$ 950.00	\$ -
15	TS 16-606	Preform Thermoplastic Pavement Marking (Right Turn Arrow)	EA	0	\$ 950.00	\$ -
16	TS 16-606	Preform Thermoplastic Pavement Marking (Through Arrow)	EA	0	\$ 950.00	\$ -
17	TS 16-605	Preform Thermoplastic Pavement Marking (ONLY)	EA	0	\$ 950.00	\$ -
SCHEDULE SUBTOTAL						\$ 720.00

Signature: _____ Company: _____

End Clause 8

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

Contractor's Name:				
Project Total				\$ 81,202.50

Applewood Ave

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	\$ 10,000.00	\$ 10,000.00
2	TS 16-102	Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00
SUBTOTAL						\$ 12,500.00

Chapter 6 - Asphalt Work

Payment Item No.	Specification Reference	Description	Payment Unit	Quantity	Rate in Numbers	Amount in Numbers
4	TS 16-408	Hot Poured Joint and Crack Sealant	TON	3	\$ 5,500.00	\$ 16,500.00
5	CODOT 403 (REVISED) STONE MATRIX ASPHALT	Mastic (Stone Matrix Asphalt)	TON	3	\$ 6,200.00	\$ 18,600.00
6	TS 16-409	Slurry Seal	SY	4,250	\$ 7.85	\$ 33,362.50
SUBTOTAL						\$ 68,462.50

Division 600 - Miscellaneous

7	TS 16-605	Thermoplastic Lane (Single White - 4" Wide Solid Line)	LF	0	\$6.00	\$ -
8	TS 16-605	Thermoplastic Centerline (Single Yellow w/ Dashed Yellow 4" Wide)	LF	0	\$6.00	\$ -
9	TS 16-605	Thermoplastic Crosshatch (Single Yellow - 4" Wide Solid Line)	LF	0	\$6.00	\$ -
10	TS 16-605	Thermoplastic White - 4" Broken Line	LF	0	\$6.00	\$ -
11	TS 16-605	Thermoplastic White - 24" Stop Bar	LF	40	\$6.00	\$ 240.00
12	TS 16-605	Thermoplastic White - Crosswalk (18" Wide x 9' Long Bars)	EA	0	\$950.00	\$ -
13	TS 16-606	Preform Thermoplastic Pavement Marking (Right Turn/Through Arrow)	EA	0	\$950.00	\$ -
14	TS 16-606	Preform Thermoplastic Pavement Marking (Left Turn Arrow)	EA	0	\$950.00	\$ -
15	TS 16-606	Preform Thermoplastic Pavement Marking (Right Turn Arrow)	EA	0	\$950.00	\$ -
16	TS 16-606	Preform Thermoplastic Pavement Marking (Through Arrow)	EA	0	\$950.00	\$ -
17	TS 16-605	Preform Thermoplastic Pavement Marking (ONLY)	EA	0	\$ 950.00	\$ -
SCHEDULE SUBTOTAL						\$ 240.00

Signature: _____ Company: _____

End Clause 8

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

Contractor's Name:				
Project Total				\$ 51,212.50

9th St Grand to Broadway

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	\$ 10,000.00	\$ 10,000.00
2	TS 16-102	Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00
SUBTOTAL						\$ 12,500.00

Chapter 6 - Asphalt Work

Payment Item No.	Specification Reference	Description	Payment Unit	Quantity	Rate in Numbers	Amount in Numbers
4	TS 16-408	Hot Poured Joint and Crack Sealant	TON	3	\$ 5,500.00	\$ 16,500.00
5	CODOT 403 (REVISED) STONE MATRIX ASPHALT	Mastic (Stone Matrix Asphalt)	TON	2	\$ 6,200.00	\$ 12,400.00
6	TS 16-409	Slurry Seal	SY	1,250	\$ 7.85	\$ 9,812.50
SUBTOTAL						\$ 38,712.50

Division 600 - Miscellaneous

7	TS 16-605	Thermoplastic Lane (Single White - 4" Wide Solid Line)	LF	0	\$6.00	\$ -
8	TS 16-605	Thermoplastic Centerline (Single Yellow w/ Dashed Yellow 4" Wide)	LF	0	\$6.00	\$ -
9	TS 16-605	Thermoplastic Crosshatch (Single Yellow - 4" Wide Solid Line)	LF	0	\$6.00	\$ -
10	TS 16-605	Thermoplastic White - 4" Broken Line	LF	0	\$6.00	\$ -
11	TS 16-605	Thermoplastic White - 24" Stop Bar	LF	0	\$6.00	\$ -
12	TS 16-605	Thermoplastic White - Crosswalk (18" Wide x 9' Long Bars)	EA	0	\$950.00	\$ -
13	TS 16-606	Preform Thermoplastic Pavement Marking (Right Turn/Through Arrow)	EA	0	\$950.00	\$ -
14	TS 16-606	Preform Thermoplastic Pavement Marking (Left Turn Arrow)	EA	0	\$950.00	\$ -
15	TS 16-606	Preform Thermoplastic Pavement Marking (Right Turn Arrow)	EA	0	\$950.00	\$ -
16	TS 16-606	Preform Thermoplastic Pavement Marking (Through Arrow)	EA	0	\$950.00	\$ -
17	TS 16-605	Preform Thermoplastic Pavement Marking (ONLY)	EA	0	\$ 950.00	\$ -
SCHEDULE SUBTOTAL						\$ -

Signature: _____ Company: _____

End Clause 8

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

Contractor's Name:				
Project Total				\$ 135,640.00

9th St Broadway to Park

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	\$ 15,000.00	\$ 15,000.00
2	TS 16-102	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00
SUBTOTAL						\$ 25,000.00

Chapter 6 - Asphalt Work

Payment Item No.	Specification Reference	Description	Payment Unit	Quantity	Rate in Numbers	Amount in Numbers
4	TS 16-408	Hot Poured Joint and Crack Sealant	TON	7	\$ 5,500.00	\$ 38,500.00
5	CODOT 403 (REVISED) STONE MATRIX ASPHALT	Mastic (Stone Matrix Asphalt)	TON	4	\$ 6,200.00	\$ 24,800.00
6	TS 16-409	Slurry Seal	SY	6,000	\$ 7.85	\$ 47,100.00
SUBTOTAL						\$ 110,400.00

Division 600 - Miscellaneous

7	TS 16-605	Thermoplastic Lane (Single White - 4" Wide Solid Line)	LF	0	\$6.00	\$ -
8	TS 16-605	Thermoplastic Centerline (Single Yellow w/ Dashed Yellow 4" Wide)	LF	0	\$6.00	\$ -
9	TS 16-605	Thermoplastic Crosshatch (Single Yellow - 4" Wide Solid Line)	LF	0	\$6.00	\$ -
10	TS 16-605	Thermoplastic White - 4" Broken Line	LF	0	\$6.00	\$ -
11	TS 16-605	Thermoplastic White - 24" Stop Bar	LF	40	\$6.00	\$ 240.00
12	TS 16-605	Thermoplastic White - Crosswalk (18" Wide x 9' Long Bars)	EA	0	\$950.00	\$ -
13	TS 16-606	Preform Thermoplastic Pavement Marking (Right Turn/Through Arrow)	EA	0	\$950.00	\$ -
14	TS 16-606	Preform Thermoplastic Pavement Marking (Left Turn Arrow)	EA	0	\$950.00	\$ -
15	TS 16-606	Preform Thermoplastic Pavement Marking (Right Turn Arrow)	EA	0	\$950.00	\$ -
16	TS 16-606	Preform Thermoplastic Pavement Marking (Through Arrow)	EA	0	\$950.00	\$ -
17	TS 16-605	Preform Thermoplastic Pavement Marking (ONLY)	EA	0	\$ 950.00	\$ -
SCHEDULE SUBTOTAL						\$ 240.00

Signature: _____ Company: _____

End Clause 8

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

Contractor's Name:				
Project Total				\$ 91,445.00

Elizabeth Ct

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	\$ 10,000.00	\$ 10,000.00
2	TS 16-102	Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00
SUBTOTAL						\$ 12,500.00

Chapter 6 - Asphalt Work

Payment Item No.	Specification Reference	Description	Payment Unit	Quantity	Rate in Numbers	Amount in Numbers
4	TS 16-408	Hot Poured Joint and Crack Sealant	TON	4	\$ 5,500.00	\$ 22,000.00
5	CODOT 403 (REVISED) STONE MATRIX ASPHALT	Mastic (Stone Matrix Asphalt)	TON	6	\$ 6,200.00	\$ 37,200.00
6	TS 16-409	Slurry Seal	SY	2,500	\$ 7.85	\$ 19,625.00
SUBTOTAL						\$ 78,825.00

Division 600 - Miscellaneous

7	TS 16-605	Thermoplastic Lane (Single White - 4" Wide Solid Line)	LF	0	\$6.00	\$ -
8	TS 16-605	Thermoplastic Centerline (Single Yellow w/ Dashed Yellow 4" Wide)	LF	0	\$6.00	\$ -
9	TS 16-605	Thermoplastic Crosshatch (Single Yellow - 4" Wide Solid Line)	LF	0	\$6.00	\$ -
10	TS 16-605	Thermoplastic White - 4" Broken Line	LF	0	\$6.00	\$ -
11	TS 16-605	Thermoplastic White - 24" Stop Bar	LF	20	\$6.00	\$ 120.00
12	TS 16-605	Thermoplastic White - Crosswalk (18" Wide x 9' Long Bars)	EA	0	\$950.00	\$ -
13	TS 16-606	Preform Thermoplastic Pavement Marking (Right Turn/Through Arrow)	EA	0	\$950.00	\$ -
14	TS 16-606	Preform Thermoplastic Pavement Marking (Left Turn Arrow)	EA	0	\$950.00	\$ -
15	TS 16-606	Preform Thermoplastic Pavement Marking (Right Turn Arrow)	EA	0	\$950.00	\$ -
16	TS 16-606	Preform Thermoplastic Pavement Marking (Through Arrow)	EA	0	\$950.00	\$ -
17	TS 16-605	Preform Thermoplastic Pavement Marking (ONLY)	EA	0	\$ 950.00	\$ -
SCHEDULE SUBTOTAL						\$ 120.00

Signature: _____ Company: _____

End Clause 8

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

Contractor's Name:				
Project Total				\$ 82,582.50

S Hoover Ave

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	\$ 10,000.00	\$ 10,000.00
2	TS 16-102	Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00
SUBTOTAL						\$ 12,500.00

Chapter 6 - Asphalt Work

Payment Item No.	Specification Reference	Description	Payment Unit	Quantity	Rate in Numbers	Amount in Numbers
4	TS 16-408	Hot Poured Joint and Crack Sealant	TON	5	\$ 5,500.00	\$ 27,500.00
5	CODOT 403 (REVISED) STONE MATRIX ASPHALT	Mastic (Stone Matrix Asphalt)	TON	4	\$ 6,200.00	\$ 24,800.00
6	TS 16-409	Slurry Seal	SY	2,250	\$ 7.85	\$ 17,662.50
SUBTOTAL						\$ 69,962.50

Division 600 - Miscellaneous

7	TS 16-605	Thermoplastic Lane (Single White - 4" Wide Solid Line)	LF	0	\$6.00	\$ -
8	TS 16-605	Thermoplastic Centerline (Single Yellow w/ Dashed Yellow 4" Wide)	LF	0	\$6.00	\$ -
9	TS 16-605	Thermoplastic Crosshatch (Single Yellow - 4" Wide Solid Line)	LF	0	\$6.00	\$ -
10	TS 16-605	Thermoplastic White - 4" Broken Line	LF	0	\$6.00	\$ -
11	TS 16-605	Thermoplastic White - 24" Stop Bar	LF	20	\$6.00	\$ 120.00
12	TS 16-605	Thermoplastic White - Crosswalk (18" Wide x 9' Long Bars)	EA	0	\$950.00	\$ -
13	TS 16-606	Preform Thermoplastic Pavement Marking (Right Turn/Through Arrow)	EA	0	\$950.00	\$ -
14	TS 16-606	Preform Thermoplastic Pavement Marking (Left Turn Arrow)	EA	0	\$950.00	\$ -
15	TS 16-606	Preform Thermoplastic Pavement Marking (Right Turn Arrow)	EA	0	\$950.00	\$ -
16	TS 16-606	Preform Thermoplastic Pavement Marking (Through Arrow)	EA	0	\$950.00	\$ -
17	TS 16-605	Preform Thermoplastic Pavement Marking (ONLY)	EA	0	\$ 950.00	\$ -
SCHEDULE SUBTOTAL						\$ 120.00

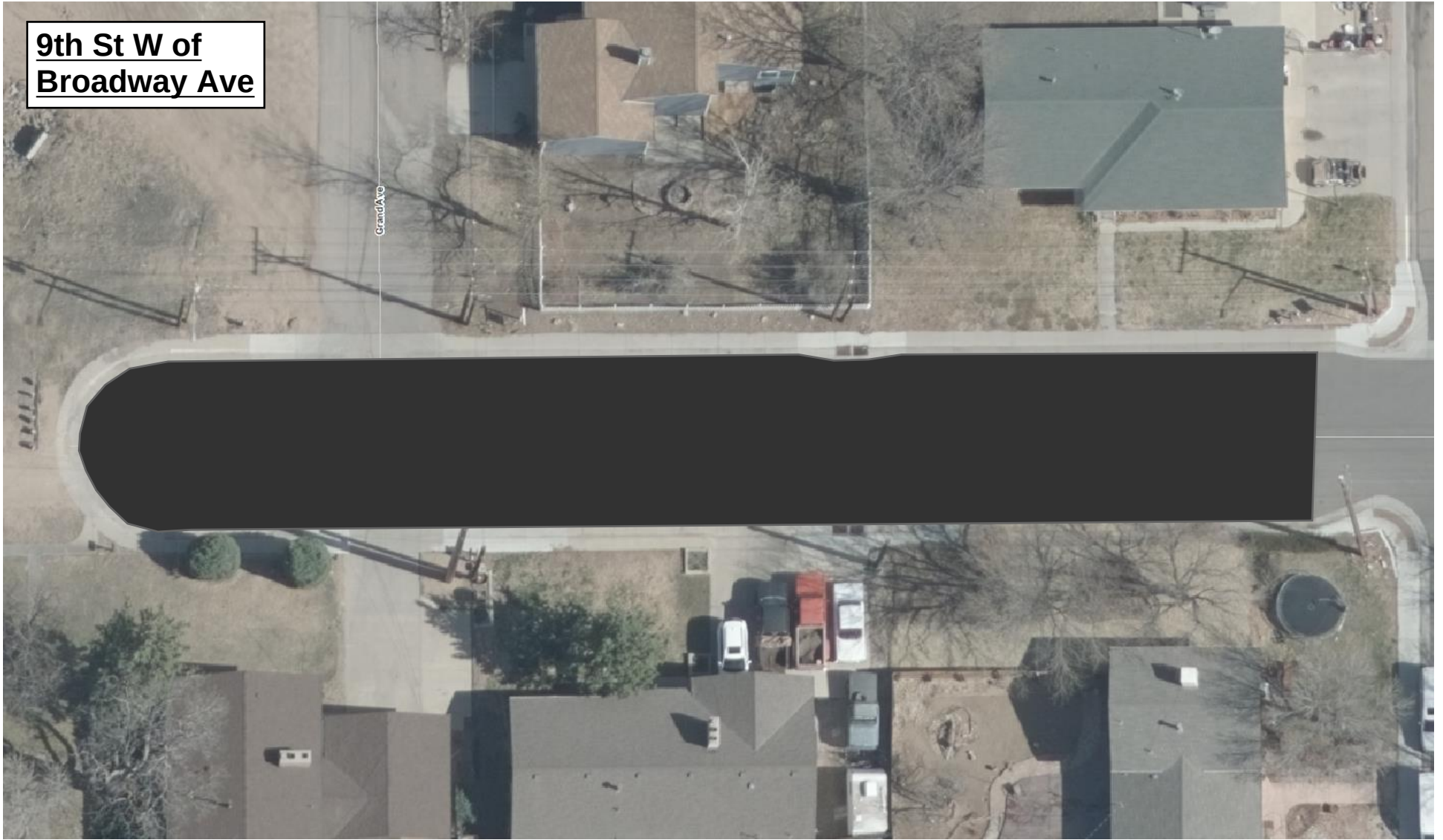
Signature: _____ Company: _____

End Clause 8

Applewood Ave



**9th St W of
Broadway Ave**



**9th St Broadway Ave
to Park Ave**





Elizabeth Ct





Upcoming Events

- | | |
|-------------------|--|
| September 4, 2024 | Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m. |
| September 7, 2024 | The Tomato Festival and Market at Trapper Days |