



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

July 25, 2018
7:00 PM
151 Grant Avenue
Firestone, CO 80520

- 1. Call to Order & Roll Call**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
- 5. Consent Agenda**
 - 5.a.** July 11, 2018 Regular Meeting Minutes
 - 5.b.** Approval of the July 25, 2018 Accounts Payable
 - 5.c.** Approval of Summary of Cash & Investments for June 2018
 - 5.d.** Leonard Rice Work Order Change
 - 5.e.** Little Libraries - addition of Settler's Park and Harney Park Agreement
 - 5.f.** McClure Avenue Extension Construction - Payment Application No.6
 - 5.g.** Firestone Police Station Phase 1 Construction Payment Application No. 1
 - 5.h.** Public Comment - Increased time from two minutes to three minutes
 - 5.i.** Firestone Police Station Geotechnical Engineering Services Contract
- 6. Presentation**
 - 6.a.** Call Before You Dig (811-SB18-167) Bill Signing Ceremony - Rep. Saine
 - 6.b.** Presentation of Design a Flag Contestant Winner
- 7. Public Hearing**

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to two minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Manager's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

- 7.a.** Proposed Final Plat for High Plains Marketplace, Replat No. 1 and Final Development Plan for King Soopers Fueling Facility Expansion

Resolution 18-26: A RESOLUTION APPROVING A FINAL PLAT FOR HIGH PLAINS MARKETPLACE, REPLAT NO. 1 AND A FINAL DEVELOPMENT PLAN FOR KING SOOPERS FUELING FACILITY EXPANSION

8. Discussion/Action

- 8.a.** Pine Cone Ave - Traffic Study and Update
- 8.b.** **Ordinance 939:** AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ADAMS BANK & TRUST FOR THE LEASE OF OFFICE SPACE LOCATED AT 8308 COLORADO BOULEVARD
- 8.c.** **Ordinance 940:** AN ORDINANCE AMENDING SECTION 2.56.020 OF THE FIRESTONE MUNICIPAL CODE REGARDING ALTERNATE MEMBERS OF THE FIRESTONE PLANNING AND ZONING COMMISSION
- 8.c.** Mayor - Appointment of three regular Planning Commission Members
- 8.d.** A Contract for Professional Consulting Services Between the Town of Firestone and Anfeald.

9. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

10. Reports

- 10.a.** Staff
- 10.b.** Mayor
- 10.c.** Trustees
- 10.d.** Committee Updates

11. Executive Session

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- 11.a.** Executive Session pursuant to C.R.S. 24-6-402(4)(b) and 24-6-402(4)(f), for consultation with Town Attorney regarding specific legal questions, and for discussion of a personnel matter - Town Manager Contract and Position Recruitment

12. Report from Executive Session

- 12.a.** Discussion/Direction/Action - Town Manager Position

13. Adjournment

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If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Manager's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
July 11, 2018

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Regular Meeting on July 11, 2018, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:02 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson

Trustees: Don Conyac
George Heath
Samantha Meiring
Frank A. Jimenez
Doug Sharp

Staff: **Present:** Sam Light, Town Attorney; Dave Lindsay, Engineer; Marjorie Wickham, Deputy Director of Finance; Leah Vanarsdall, Town Clerk; Julie Pasillas, Director of Community Resources; Jennifer Weinberger, Asst Town Manager & A. J. Krieger, Interim Town Manager

2. PLEDGE OF ALLEGIANCE

Mayor Sindelar led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

Motion by Trustee Heath, **second** by Trustee Conyac, to approve the Agenda. **Roll Call Vote:** Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes. All in Favor, **Motion carried.**

4. PUBLIC COMMENT

Kirk Fry – 318 Granville, Firestone

5. CONSENT AGENDA

Motion by Trustee Jimenez, **second** by Trustee Conyac, to approve the Consent Agenda and to confirm that the Representatives for the Southwest Weld County Transportation Improvement Program Forum will be Trustee Peterson and Trustee Conyac the same Representatives for DRCOG. **Roll Call Vote:** Trustee Sharp – yes, Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Heath – yes. All in Favor, **Motion carried.**

6. PRESENTATION

- a. Roth Sheppard on New Police Facility – Jeff Sheppard
Ground Breaking set for 2nd week of September, 2018

7. DISCUSSTION/ACTION ITEMS

- a. Approval of the Investment, Purchasing, Debt & Capital Asset Policies –
Resolution 18-25: A RESOLUTION ADOPTING UPDATED PURCHASING AND FINANCIAL POLICIES FOR THE TOWN OF FIRESTONE

Motion by Trustee Sharp, **second** by Trustee Conyac, to approve Approval of the Investment, Purchasing, Debt & Capital Asset Policies – **Resolution 18-25: A RESOLUTION ADOPTING UPDATED PURCHASING AND FINANCIAL POLICIES FOR THE TOWN OF FIRESTONE. Roll Call Vote:** Trustee Conyac – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Heath – yes, Trustee Sharp – yes. All in Favor, **Motion carried.**

b. McClure Avenue Widening Construction Contracts

i. Award of Construction Contract

Motion by Trustee Heath, **second** by Trustee Jimenez, to approve the Construction Award Contract for Defalco Construction Company for McClure Avenue Widening not to exceed the amount of \$814,651.62 and authorize the Mayor to enter into said Agreement on behalf of the Town. **Roll Call Vote:** Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes. All in Favor, **Motion carried.**

ii. Award of Materials Testing Contract

Motion by Trustee Conyac, **second** by Trustee Sharp, to approve the Geotechnical Observation and Materials Testing Contract with Cesare Construction in the not to exceed the amount of \$14, 960.00 and to authorize the Mayor to enter into said agreement on behalf of the Town. **Roll Call Vote:** Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes, Trustee Meiring – yes. All in Favor, **Motion carried.**

iii. Award of Construction Engineering Contract

Motion by Mayor Pro-tem Peterson, **second** by Trustee Sharp, to approve the Construction Engineering Services Contract with CCG, Inc for the McClure Widening in the amount not to exceed \$61,220.00 and to authorize the Mayor to enter into said agreement on behalf of the Town. **Roll Call Vote:** Trustee Meiring – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes. All in Favor, **Motion carried.**

8. PUBLIC COMMENT * (maximum time permitted for all Public Comment is 30 minutes)

John Damsma
Kirk Fry

9. REPORTS

- a.** Staff
- b.** Mayor
- c.** Trustees – McClure Ribbon Cutting – August 14, 2018 @ 4:00 pm
- d.** Committee Updates

10. ADJOURNMENT

Motion by Trustee Meiring, **second** by Trustee Conyac, to adjourn meeting at 8:36 pm.

Motion passed, all in favor.

Introduced and Approved this 11th day of June, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST

Leah Vanarsdall, Town Clerk

Vendor	Amount
Total ACCENT BRANDING SOLUTIONS:	59.00
Total ACE HARDWARE OF FIRESTONE:	635.35
Total ADAMSON POLICE PRODUCTS:	212.95
Total ADOBE EXPORT / ADOBE SYSTEMS INC:	23.88
Total AGFINITY-MEAD:	426.00
Total AIRE-MASTER OF NORTH DENVER:	39.00
Total ALBERTSONS/SAFEWAY, INC.:	775.49
Total AMAZON:	1,286.25
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total ASPHALT SPECIALTIES-HENDERSON:	127,122.44
Total AUSMUS LAW FIRM, P.C.:	600.00
Total AUTOMOTIVE WORKWEAR.COM:	401.20
Total B K TIRE, INC:	95.13
Total BAREFOOT RESIDENTIAL LLC:	261.12
Total Bella Rosa Restaurant:	24.03
Total BLASTER BOUNCER DENVER, INC:	240.00
Total BUDGET CONFERENCING:	120.17
Total CANINE TACTICAL, LLC:	70.00
Total CARBON VALLEY CHAMBER OF COMMERCE:	1,500.00
Total CASELLE, INC.:	3,406.00
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	142,700.00
Total CENTURY LINK:	94.24
Total CESARE, INC:	2,225.00
Total CHEMATOX LABORATORY INC:	410.00
Total CHICAGO TITLE OF COLORADO:	64.39
Total CITY OF WESTMINSTER:	258.62
Total CLEFIA:	540.22
Total CLIFTON LARSON ALLEN LLP:	2,801.25
Total COALRIDGE ANIMAL HOSPITAL, INC:	151.33
Total COLORADO CIVIL GROUP INC.:	49,492.00
Total COLORADO DEPT.OF PUBLIC HEALTH & ENVIRON:	1,053.00
Total COLORADO MUNICIPAL LEAGUE:	1.00
Total COMCAST CABLE -0310188 - SEATTLE:	320.77
Total CPS DISTRIBUTORS, INC.:	104.95
Total DANA KEPNER COMPANY, INC.:	12,769.16
Total DBC IRRIGATION SUPPLY:	491.16
Total DRIVE TRAIN INDUSTRIES INC:	66.42
Total DROPBOX INC:	125.00

Vendor	Amount
Total E TRAILERS.COM:	35.45
Total E&G Terminal, Inc:	52.22
Total E-470:	86.80
Total EFAX.COM:	39.63
Total ELIZABETH MCCUMBER WILBERGER:	550.00
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	616.85
Total EMPLOYERS COUNCIL SERVICES, INC:	825.00
Total EWING AUTO PARTS, INC.:	318.94
Total EXPEDIA.COM:	1,610.04
Total EXTREME EVENT PRODUCTIONS:	1,375.00
Total FAA STATE BOARD EXAM:	150.00
Total FACEBOOK:	15.00
Total FACTORY MOTOR PARTS CO.:	463.06
Total FCI CONSTRUCTORS, INC:	97,113.71
Total FIRST AMERICAN TITLE CO:	14.06
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	72.26
Total FREDERICK - FIRESTONE FIRE PROTECTION:	33.20
Total FRONT RANGE INFLATABLES:	460.00
Total FRONT RANGE PORTABLE RESTROOMS, LLC:	650.00
Total FRONTIER AIRLINES:	372.80
Total FRONTIER BUSINESS PRODUCTS:	671.77
Total FRONTIER COMMUNICATIONS CORP.:	221.89
Total G & M IMPLEMENT:	251.42
Total GINA PATTERSON:	250.00
Total GOVERNMENTJOBS.COM, INC:	3,024.73
Total GREEN GIRL RECYCLING SERVICES:	197.00
Total GUARDIAN TITLE-DENVER:	150.00
Total HERITAGE TITLE-DENVER:	10.75
Total HOME DEPOT CREDIT SERVICES:	1,705.19
Total iATN:	19.00
Total INTERNATIONAL ACADEMY OF PUBLIC SAFETY:	99.00
Total i-TUNES, SPOTIFY, MISC APPS:	1.05
Total JOHNSON AUTO PLAZA:	233.23
Total JONES TRAILER COMPANY:	3,492.38
Total KALEIGH GLANTON:	500.00
Total KENZ & LESLIE DISTRIBUTING CO.:	66.00
Total KING SOOPERS:	37.97
Total KINSCO, LLC:	229.96
Total L G EVERIST INC:	1,297.90

Vendor	Amount
Total LAND TITLE - GREELEY:	3.88
Total LAND TITLE-DENVER-2:	71.00
Total LAND TITLE-FT COLLINS:	8.93
Total LAWRENCE JONES CUSTER GRASMICK, LLP:	4,555.96
Total LGI HOMES:	13.22
Total LIGHT KELLY, P.C.:	8,101.90
Total LONGMONT FORD, INC:	432.00
Total LONGMONT HUMANE SOCIETY:	1,083.33
Total MAIN STREET MAT COMPANY, INC:	227.31
Total MARRIOT:	2,131.14
Total MATCO TOOLS:	43.75
Total MCDONALD FARMS ENTERPRISES, INC:	290.00
Total MCGRANE WATER ENGINEERING, LLC:	48,514.55
Total METRO TESTING & EVALUATIONS LLC:	340.00
Total MISC CREDIT CARD 1X MERCHANT:	947.85
Total MISC VENDOR:	140.20
Total MOTORCRAFT TECHNICAL SERVICES:	23.38
Total MOUNTAIN CONSTRUCTORS, INC:	229,331.90
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	435.00
Total NORTHWEST PARKWAY LLC:	9.65
Total OFFICE DEPOT INC:	507.30
Total O'REILLY AUTO PARTS:	363.37
Total PEPPER'S FIRESIDE GRILLE:	75.64
Total PINNACOL ASSURANCE:	12,533.06
Total PITNEY GLOBAL FINANCIAL SERVICES LLC:	188.16
Total POWER EQUIPMENT COMPANY:	82,696.00
Total PRAIRIE MOUNTAIN PUBLISHING:	214.31
Total RAINMASTER - iCENTRAL:	283.19
Total Rec-Tec Software:	500.00
Total RELIABLE TOWING & RECOVERY:	248.00
Total RENEWABLE FIBER, INC.:	6,913.55
Total RESTITUTION / COURT REFUNDS:	100.00
Total RICHMOND AMERICAN HOMES:	3.12
Total RIPTIDE-CREDIT CARD (USE 1754 for CHECKS:	15.00
Total ROTH SHEPPARD ARCHITECTS, LLP:	72,651.28
Total S & B PORTA-BOWL RESTROOMS, INC:	294.00
Total SAFE BUILT COLORADO INC:	41,702.61
Total SAFEWAY STORE:	82.61
Total SAM'S CLUB:	39.87

Vendor	Amount
Total SMITH & WESSON:	10.08
Total ST VRAIN SANITATION DISTRICT:	127.99
Total STANLEY M SLOWIK, INC:	505.80
Total STONE CREEK ROOFING & EXTERIORS:	3,271.82
Total Swank Motion Pictures:	1,156.00
Total TCF EQUIPMENT FINANCE:	22,903.60
Total The Hitt Companies:	18.75
Total THK ASSOCIATES, INC.:	21,605.47
Total THOMSON REUTERS-WEST:	140.00
Total TIPS/Health Communication:	75.00
Total Toilet Rebates:	75.00
Total TRI-TECH FORENSICS INC:	.00
Total UNITED POWER:	9,802.34
Total UNITED STATES POSTAL SERVICE:	13.65
Total UTILITY REFUNDS -1:	50.00
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	3,738.00
Total WEX BANK:	10,016.95
Total :	1,058,106.25
Grand Totals:	1,058,106.25

Payables Summary

Accounts Payable Report

July 25, 2018

of Invoices - 386

\$ 1,058,106.25

<u>COMPANY NAME</u>	<u>DESCRIPTION</u>	<u>Pass-Through \$</u>	<u>Total Amt.</u>
Total of Invoices under \$25,000.00		\$ 28,725.38	\$ 183,885.51
Asphalt Specialties	Colorado Blvd Asphalt Paving		\$ 127,122.44
Central Weld County Water District	June 2018 Water Taps		\$ 142,700.00
Colorado Civil Group	June 2018 Civil Engineering Services		\$ 35,560.75
FCI Constructors	Firestone PD & Municipal Court PH 1: Pay App 1		\$ 97,113.71
McGrane Water Engineering	June 2018 Gould Property Alluvial Well Field services		\$ 45,342.05
Mountain Constructors	McClure Ave Extension Pay Ap 6		\$ 229,331.90
Power Equipment Co	2017 RPM Tech Model 215 SnowBlower		\$ 82,696.00
Roth Sheppard	June 2018 PD Facility Architectural Services		\$ 72,651.28
Safe Built	June 2018 Building Department Services		\$ 41,702.61

Total Invoices, Current	\$ 28,725.38	\$ 1,058,106.25
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AP Adjustments between Invoice Register, Unpaid Report, Paid Report

Total (to match Board AP Detail Reports)	\$	1,058,106.25
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For further detail please see Finance Department.

Please direct any questions to Judy Scott ext. 256.

FIRESTONE SUMMARY OF CASH & INVESTMENTS

June 2018	DATE	RATE	MATURITY	BALANCE
Cash & Investments				
Deposit Accounts:				
1st Bank				
Checking Account (rate allowed to offset monthly fees only)	0.60%	Liquid	\$	(182,155)
Court Account	0.00%	Liquid		49
Savings Account	0.40%	Liquid		1,937,223
Xpress BillPay Deposit Account	0.00%	Liquid		142,518
Adams Bank & Trust				
Deposit Account	0.24%	Liquid		45,814
Petty Cash on Hand				
	N/A	Liquid		1,490
TOTAL Deposit Accounts and Cash				\$ 1,944,939
Restricted Deposit Accounts:				
ColoTrust Plus - Money Mkt/Daily Pooled Investment Accts				
UMB - COPS 2018 Construction Fund	2.16%	Liquid		14,389,807
UMB - COPS 2018 Issuance Funds	2.16%	Liquid		-
UMB - COPS 2018 Reserve Fund	2.16%	Liquid		1,002,060
TOTAL Restricted Deposit Accounts				15,391,867
Money Market Accounts:				
C-SAFE - Money Mkt/Daily Pooled Investment Accts				
<i>Pooled Investment Account - AAAm</i>				
Operations (unrestricted Town assets)				
Liquid Assets	daily 2.01%	Liquid		29,294,941
Developer Bonds (restricted assets)				
Liquid Assets	daily 2.01%	Liquid		196,721
Urban Renewal Authority (restricted assets)				
Liquid Assets	daily 2.01%	Liquid		4,111,985
Conservation Trust Fund (restricted Town assets)				
Liquid Assets	daily 2.01%	Liquid		364,533
Adams Bank & Trust ICS Savings				
	daily 1.65%	Liquid		4,281,952
Total Money Market Assets				38,250,132
Cash & Investments				\$ 55,586,938
Certificates of Deposit				
Certificates of Deposit:				
Adams Bank & Trust CDARS				
1018081071	7/23/2015	1.04%	7/19/2018	515,606
Capital One Bank				
CD 140420B25 (Sigma GTR-034238)	8/10/2016	1.20%	8/12/2019	245,000
JP Morgan Chase				
CD 48126XCR4 (Sigma GTR-034238)	8/31/2016	1.60%	8/31/2021	245,000
TOTAL Certificates of Deposit				1,005,606
Certificates of Deposit				\$ 1,005,606
TOTAL ALL FUNDS				\$ 56,592,544

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.d.

Consent Agenda

Meeting Date: July 25, 2018

Initiated By: Julie Pasillas

Dept: Community Resources

AGENDA TITLE

Leonard Rice Work Order Change

SUMMARY

Work Order 2018-02 directed Leonard Rice Engineers, Inc. to provide assistance and support to the filing of a substitute water supply plan for irrigation in 2018. That substitute water supply plan is not anticipated to be necessary or to be filed in 2018; a new budget will be established for that work in the 2019 budget.

Work Order 2018-03 directed Leonard Rice Engineers, Inc. to complete the 2018 water quality sampling plan. That sampling plan originally contemplated four sampling locations; the plan has already expanded to include eight locations, as the plans to identify likely surface water and groundwater sources to the Firestone Reservoir and to the St Vrain Treatment Plant continue to evolve. New sample locations include the Varra Test Well, Shores Reservoir, Rural Ditch, Last Chance Ditch, the Gould Test Well, Lower Boulder Ditch (Coal Ridge Ditch), St Vrain Sanitation District and from Town Hall. In addition, we anticipate that one or more new test wells may be drilled this summer and that samples will be collected during pump tests. We recently had a lab conduct a treatability analysis on a 5-gallon sample from the Gould Test Well.

This Change Order is to move the budget previously allocated to Work Order 2018-02 to Work Order 2018-03 to support the expanded 2018 water quality sampling plan.

No change in schedule is required.

The Change Order will not affect the 2018 Budget; both of these Work Orders were included in the 2018 budget.

HISTORY AND PREVIOUS BOARD ACTION

On January 10, 2018 the Trustees approved Work Orders 2018-02 and 2018-03. Water quality sampling has been conducted monthly since January.

On March 14, 2018 the Trustees approved LRE Work Order 6 to conduct a feasibility analysis for a water treatment plant in Firestone, designed to treat St. Vrain Creek water or St. Vrain Creek alluvial groundwater.

On June 13, 2018 the Trustees approved a contract for McGrane Water Engineering, LLC (MWE) to evaluate the Gould property as a reliable water supply. It is anticipated that MWE will conduct a long-duration pumping test of the Gould Test Well this summer to characterize the quantity of this probable source of alluvial groundwater for the St Vrain Treatment Plant.

RECOMMENDATION

Staff recommends the Board of Trustees approve this Change Order request.

ALTERNATIVES

The Board of Trustees may decide to not approve the ordinance, and provide staff with additional direction.

ATTACHMENTS

1. Change Order to LRE Work Order 2018-02 & 2018-03

FINANCIAL CONSIDERATIONS

There is no change to the 2018 Budget from this Change Order.

**Change Order under
AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES**

July 25, 2018

1.0 General.

This is a Change Order to move the budget from Work Order 2018-02 to Work Order 2018-03. Both of these work orders were approved on January 10, 2018 under AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES, between Leonard Rice Engineers, Inc. (LRE) and the Town of Firestone (Firestone), signed by Firestone on December 13, 2017 (“Agreement”).

LRE Work Order 2018-02, approved January 10, 2018 was for support of a substitute water supply plan that was planned for filing in 2018. A budget of \$21,000 was approved. That filing apparently will be delayed until 2019.

LRE Work Order 2018-03, approved January 10, 2018 was for water quality sampling at the Gould Well, Last Chance Ditch and St Vrain Creek. A total of 24 samples were contemplated in the original \$30,000 budget.

We are requesting that the \$21,000 originally budgeted to Work Order 2018-02 be added to the budget for 2018-03 (LRE project 1527TWF04 Task 2), to be billed at \$3,500.00 per month for six months. Invoices will be submitted in August through January.

This project will continue to be managed under LRE Project Number 1527TWF04, Task 4.

2.0 Changes to Scope of Services

Based on sample results from the first 4 months of 2018, and based on the evolving plans for water supply delivery, our 2018 sampling plan is to collect an additional 18 to 24 samples beyond the original 24 samples.

New sample locations include the Varra Test Well, Shores Reservoir, Rural Ditch, Last Chance Ditch, the Gould Test Well, Lower Boulder Ditch (Coal Ridge Ditch), St Vrain Sanitation District and from Town Hall. In addition, we anticipate that one or more new test wells may be drilled this summer and that samples will be collected during pump tests. We recently had a lab conduct a treatability analysis on a 5-gallon sample from the Gould Test Well.

3.0 Changes to Budget

The amended total budget and maximum payment obligation for Work Order 2018-03 under LRE Project Number 1527TWF04, Task 4 will not exceed \$51,000.00. Through July 2, 2018 we have invoiced \$15,000.00 under Work Order 2018-03; we will invoice six more times for 2018 at \$6,000.00 per month, for a total of \$51,000.00.

4.0 Changes to Schedule

The original schedule is not modified by this Change Order.

Change Order for Work Order 2018-03 under
AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES

NOTICE TO PROCEED

You are hereby given notice to proceed with:

Work Order Number:	2018-03
Dated:	July 25, 2018
Not to Exceed Budget:	\$51,000.00

Signature: _____

Title: _____

Date: _____

Change Order for Work Order 2018-02 under
AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES

NOTICE TO PROCEED

You are hereby given notice to proceed with:

Work Order Number:

2018-02

Dated:

July 25, 2018

Not to Exceed Budget:

\$0.00

Signature:

Title:

Date:

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.e.

Consent Agenda

Meeting Date: July 25, 2018

Initiated By: Leah Vanarsdall

Dept: Council & Board

AGENDA TITLE

Little Libraries - addition of Settler's Park and Harney Park Agreement

SUMMARY

The Carbon Valley Rotary is requesting approval from the Town to place two free Little Libraries on Town owned property. The proposed additional libraries would be at Settler's Park and Harney Park.

HISTORY AND PREVIOUS BOARD ACTION

On March 22, 2017 the Town Board approved three Little Libraries including Jacob H. Firestone Memorial Park and Stoneridge Park.

RECOMMENDATION

Staff recommends that the Board approve the Revocable License Agreement and authorize Town Staff and the Mayor to negotiate and approve final revisions to the Agreement. Staff believes that the Rotary Club may request permission to install/remove Little Library locations in the Town parks in the future and that the new agreement reflect approval from Staff without needing Board approval.

ALTERNATIVES

Approve the new Agreement with Staff approval .

Table the Matter.

Keep the same agreement as passed on March 22, 2017, where any changes would require Board Approval.

ATTACHMENTS

1. Rotary Little Library Request (clean)
2. Free Little Libraries License Agmt (7-17-18 clean draft)
3. Free Little Libraries License Agmt (7-17-18 redline)

FINANCIAL CONSIDERATIONS

n/a

AGENDA INFORMATION MEMORANDUM 2017

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 2017 - _____

Consent Agenda _____

Discussion _____

Action _____ ✓ _____

Meeting Date: March 22, 2017

Initiated By:

/s/ Bruce Nickerson

Dept: Town Manager

AGENDA TITLE

Approval of a Form of Revocable License Agreement between the Town of Firestone and Carbon Valley Rotary to Place Two Free Little Libraries on Town Owned Property

SUMMARY

The Carbon Valley Rotary is requesting approval from the Town to place two free Little Libraries on Town owned property. Specifically, the Rotary would like to maintain the placement of an existing Little Library at the Jacob H. Firestone Memorial Park located at 124 Grant Ave., Firestone, CO, and include a new location at the Stoneridge Park located at 5104 Ruby Ave., Firestone, CO. The Rotary would be responsible for purchasing, building and maintaining the Little Libraries in addition to stocking them with books.

HISTORY AND PREVIOUS BOARD ACTION

See above.

RECOMMENDATION

Staff recommends that the Board approve the form Revocable License Agreement and authorize Town staff and the Mayor to negotiate and approve final revisions to the Agreement. Staff believes that the Rotary Club may request permission to install additional Little Library locations in Town parks in the future. Therefore, staff is requesting that the Town Board authorize the Town Manager to enter into future License Agreements with the Rotary Club for Free Little Library locations in Town parks.

ALTERNATIVES

Table the matter and continue discussions to a future date.

ATTACHMENTS

1. Form Little Library Agreement

FINANCIAL CONSIDERATIONS

N/A

RECORD OF BOARD ACTION (for Town Clerk)

Motion by: _____

Second by: _____

Yes ☐
Damsma
No ☐

Yes ☐
Heath
No ☐

Yes ☐
Meiring
No ☐

Yes ☐
Peterson
No ☐

Yes ☐
Sharp
No ☐

Yes ☐
Sindelar
No ☐

Abstain ☐

Abstain ☐

Abstain ☐

Abstain ☐

Abstain ☐

Abstain ☐

Pass: _____

Fail: _____

Tie: _____

Yes ☐ Sorensen
No ☐

REVOCABLE LICENSE AGREEMENT

[Free Little Libraries]

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is made and entered into effective the 25th day of July, 2018, by and between the TOWN OF FIRESTONE, a Colorado municipal corporation (hereinafter "Town"), and CARBON VALLEY ROTARY FOUNDATION, a Colorado nonprofit corporation (hereinafter "Licensee").

1. The Town hereby grants to Licensee a revocable license to occupy and use, subject to all of the terms and conditions of this Agreement, the following described premises (the "Premises"): designated locations with Jacob H. Firestone Memorial Park, Stoneridge Park, Settler's Park and Harney Park, as described and designated in Exhibit A, attached hereto and incorporated herein by reference, for placement of Free Little Libraries.

2. The Premises may be occupied and used by Licensee during the term of this Agreement for the sole purpose of installing, operating, maintaining, repairing, and replacing a Free Little Library, the plans and materials for which shall be subject to Town approval in writing prior to installation. Except as specifically allowed by this Agreement, the Licensee shall not place, build, expand, or add to any structures or other items on the Premises. The parties agree that Little Library locations within Town-owned parks may be added or changed by mutual written amendment to Exhibit A; however, Licensee acknowledges the Town has sole discretion to determine the number and placement of Little Libraries within Town parks. Any amendment to Exhibit A to add or change a Little Library location shall be signed by the Licensee and Town Manager, who is authorized to administratively approved amendments to Exhibit A on behalf of the Town. Any amendment to Exhibit A shall be appended to this Agreement and take effective on the date stated therein.

3. Licensee agrees that it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Premises, or any other interest in real property included in the Premises, by virtue of this Agreement or by virtue of Licensee's occupancy or use of the Premises.

4. The Town shall have the right to enter into the Premises at any time during the term of this Agreement for any purpose of the Town. If such entry requires disturbance of the Free Little Library, the Town shall not be required to repair or replace any such disturbance. The Town shall have the right to place Town improvements on the Premises.

5. In the exercise of its rights pursuant to this Agreement, Licensee shall avoid any damage or interference with any Town installations, structures, utilities, or improvements on, under, or adjacent to the Premises. Licensee shall be solely responsible for any damages suffered by the Town or others as a result of Licensee's use and occupancy of the Premises

6. The Town shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property placed or located on, at, or in the Premises, it being acknowledged and understood by Licensee that the safety and security of any such property is the

sole responsibility and risk of Licensee.

7. Licensee agrees to take such actions as necessary to maintain the Little Library in good and safe condition at all times. Licensee further agrees to comply at all times with the ordinances, resolutions, rules, and regulations of the Town in Licensee's use and occupancy of the Premises. The following conditions of approval shall apply: (a) Licensee shall keep the Free Little Library stocked with books for all ages; (b) at the sole discretion of the Town, Licensee shall remove the Free Little Library if it becomes the subject of repeated vandalism. If Licensee fails to comply with its obligations under this Agreement, the Town may take such measures as it determines necessary to bring the Premises into compliance, and the cost of any such measures shall be paid by the Licensee.

8. Licensee understands that the license granted hereunder is granted subject to prior franchise agreements and subject to all easements and other interests of record applicable to the Premises. Licensee shall be solely responsible for coordinating its activities hereunder with the holders of such franchise agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such franchises or easements or other interests.

9. Except for liability resulting from Town's negligence or willful or wanton misconduct, Licensee shall be solely responsible for all damages to persons or property which may in whole or part be caused by the Licensee, its officers, employees, agents, representatives or which may result or arise in whole or part from their activities on the Premises, and Licensee agrees to indemnify and hold harmless the Town and its officers, agents, and employees from and against all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees which the Town, its elected and appointed officials, agents and its employees and representatives may suffer as a result of any and all claims, demands, actions, costs or judgments made or brought against them by any person or entity, and which arise either in whole or in part from, or are in any way connected with, Licensee's use and occupancy of the Premises, or with this Agreement or the right and obligations of the Licensee hereunder. By demanding this right to indemnification, the Town in no way waives or intends to waive the monetary limitations (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities, and protections provided to the Town and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et. seq., as from time to time amended.

10. Licensee shall at its expense obtain, carry and maintain at all times, a policy of comprehensive general liability insurance insuring the Town and Licensee against any liability arising out of or in connection with Licensee's use, occupancy or maintenance of the Premises or the condition thereof. Such insurance shall be at all times in an amount of not less than \$1,000,000 combined single limit for bodily injury and property damage per occurrence. The Town, its elected and appointed officers, agents and employees shall be named as additional insureds on such policies. The policies required above shall be primary insurance, and any insurance carried by the Town shall be excess and not contributory insurance. Such policies shall contain a severability of interests provision. Licensee shall be solely responsible for any deductible losses under each of the policies required above. A certificate of insurance shall be completed by Licensee's insurance agent(s) as evidence that a policy or policies providing the coverages, conditions, and minimum limits required herein are in full force and effect, and shall

be subject to review and approval by the Town prior to commencement of Licensee's occupancy of the Premises. As between the parties hereto, the limits of such insurance shall not limit the liability of Licensee. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of Licensee to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach hereof upon which the Town may immediately terminate this Agreement.

11. The Premises are presently exempt from any real property taxation. In the event the County Assessor determines that the Premises is subject to the lien of general property taxes due to Licensee's use or occupancy, Licensee shall be responsible for the payment of taxes.

12. Licensee shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Premises at the instance of Licensee. The Town may at Licensee's expense discharge any liens or claims arising from the same.

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

Town:

Licensee:

Town of Firestone
Town Manager
151 Grant Avenue
PO Box 100
Firestone, CO 80520

Carbon Valley Rotary Foundation
Attn: President
8080 Colorado Blvd.
Firestone, CO 80504

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties. Notices shall be effective upon mailing.

14. Waiver by the Town of any breach of any term or provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

15. The Town may terminate this Agreement at any time by giving written notice to the Licensee. Upon receiving notice of termination as set forth in the notice, the Licensee shall remove from the Premises all or such portion or portions of the Improvements as directed by the Town. If the Improvements are not removed within 45 days after the date of the notice, the Town shall remove the Improvements at the expense of the Licensee.

16. This Agreement is personal to the parties hereto. The Licensee shall not transfer or assign any rights hereunder without the prior written approval of the Town, which approval shall be at the Town's sole option and discretion.

17. This Agreement contains the entire understanding among the parties with respect to the subject matter hereof. This Agreement shall not be modified or amended except by an instrument in writing executed by the parties. This Agreement supersedes and replaces in its entirety that License Agreement between the parties dated March 22, 2017.

18. In the event of any dispute or litigation arising under the terms of this License to secure or enforce its rights, or in the event of nonperformance of any obligation arising under this License, the Town, if it prevails in such dispute, shall be entitled, in addition to other damages or costs, to receive from Licensee court costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

TOWN OF FIRESTONE

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

LICENSEE:
CARBON VALLEY ROTARY FOUNDATION

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF _____)

The above and foregoing signature of _____ was subscribed and sworn
to before me this ____ day of _____, 20 ____.

Witness my hand and official seal.

Notary Public

(SEAL)

My commission expires on: _____

REVOCABLE LICENSE AGREEMENT [Free Little Libraries]

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is made and entered into effective ~~theis~~ 25th day of July, 2018~~7~~, by and between the TOWN OF FIRESTONE, a Colorado municipal corporation (hereinafter "Town"), and CARBON VALLEY ROTARY FOUNDATION, a Colorado nonprofit corporation (hereinafter "Licensee").

1. The Town hereby grants to Licensee a revocable license to occupy and use, subject to all of the terms and conditions of this Agreement, the following described premises (the "Premises"): designated locations with Jacob H. Firestone Memorial Park, Stoneridge Park, Settler's Park and Harney Park, as described and designated in Exhibit A, attached hereto and incorporated herein by reference, for placement of Free Little Libraries.

2. The Premises may be occupied and used by Licensee during the term of this Agreement for the sole purpose of installing, operating, maintaining, repairing, and replacing a Free Little Library, the plans and materials for which shall be subject to Town approval in writing prior to installation. Except as specifically allowed by this Agreement, the Licensee shall not place, build, expand, or add to any structures or other items on the Premises. The parties agree that Little Library locations within Town-owned parks may be added or changed by mutual written amendment to Exhibit A; however, Licensee acknowledges the Town has sole discretion to determine the number and placement of Little Libraries within Town parks. Any amendment to Exhibit A to add or change a Little Library location shall be signed by the Licensee and Town Manager, who is authorized to administratively approved amendments to Exhibit A on behalf of the Town. Any amendment to Exhibit A shall be appended to this Agreement and take effective on the date stated therein.

3. Licensee agrees that it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Premises, or any other interest in real property included in the Premises, by virtue of this Agreement or by virtue of Licensee's occupancy or use of the Premises.

4. The Town shall have the right to enter into the Premises at any time during the term of this Agreement for any purpose of the Town. If such entry requires disturbance of the Free Little Library, the Town shall not be required to repair or replace any such disturbance. The Town shall have the right to place Town improvements on the Premises.

5. In the exercise of its rights pursuant to this Agreement, Licensee shall avoid any damage or interference with any Town installations, structures, utilities, or improvements on, under, or adjacent to the Premises. Licensee shall be solely responsible for any damages suffered by the Town or others as a result of Licensee's use and occupancy of the Premises

6. The Town shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property placed or located on, at, or in the Premises, it being

acknowledged and understood by Licensee that the safety and security of any such property is the sole responsibility and risk of Licensee.

7. Licensee agrees to take such actions as necessary to maintain the Little Library in good and safe condition at all times. Licensee further agrees to comply at all times with the ordinances, resolutions, rules, and regulations of the Town in Licensee's use and occupancy of the Premises. The following conditions of approval shall apply: (a) Licensee shall keep the Free Little Library stocked with books for all ages; (b) at the sole discretion of the Town, Licensee shall remove the Free Little Library if it becomes the subject of repeated vandalism. If Licensee fails to comply with its obligations under this Agreement, the Town may take such measures as it determines necessary to bring the Premises into compliance, and the cost of any such measures shall be paid by the Licensee.

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9. Except for liability resulting from Town's negligence or willful or wanton misconduct, Licensee shall be solely responsible for all damages to persons or property which may in whole or part be caused by the Licensee, its officers, employees, agents, representatives or which may result or arise in whole or part from their activities on the Premises, and Licensee agrees to indemnify and hold harmless the Town and its officers, agents, and employees from and against all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees which the Town, its elected and appointed officials, agents and its employees and representatives may suffer as a result of any and all claims, demands, actions, costs or judgments made or brought against them by any person or entity, and which arise either in whole or in part from, or are in any way connected with, Licensee's use and occupancy of the Premises, or with this Agreement or the right and obligations of the Licensee hereunder. By demanding this right to indemnification, the Town in no way waives or intends to waive the monetary limitations (presently ~~\$387,000~~~~350,000~~ per person and ~~\$1,093,000~~~~990,000~~ per occurrence) or any other rights, immunities, and protections provided to the Town and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et. seq., as from time to time amended.

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coverages, conditions, and minimum limits required herein are in full force and effect, and shall be subject to review and approval by the Town prior to commencement of Licensee's occupancy of the Premises. As between the parties hereto, the limits of such insurance shall not limit the liability of Licensee. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of Licensee to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach hereof upon which the Town may immediately terminate this Agreement.

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Town:

Licensee:

Town of Firestone
Town Manager
151 Grant Avenue
PO Box 100
Firestone, CO 80520

Carbon Valley Rotary Foundation
Attn: President
8080 Colorado Blvd.
Firestone, CO 80504

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties. Notices shall be effective upon mailing.

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IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

TOWN OF FIRESTONE

By: _____
Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall~~Carissa Medina~~, Town Clerk

LICENSEE:
CARBON VALLEY ROTARY FOUNDATION

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

The above and foregoing signature of _____ was subscribed and sworn
to before me this ____ day of _____, 20 ____.

Witness my hand and official seal.

Notary Public

(SEAL)

My commission expires on: _____

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.f.

Consent Agenda

Meeting Date: July 25, 2018

Initiated By:

Dept: Planning & Zoning/ Building and Engineering

AGENDA TITLE

McClure Avenue Extension Construction - Payment Application No.6

SUMMARY

Construction of the McClure Avenue Extension has continued to progress relatively smoothly during the payment month of June. During that time McClure Avenue was paved, roadway signs were installed, the channel handrail was installed and the reseeding process was continued. Staff presents Payment Application No. 6 for consideration and action by the Board of Trustees.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees awarded the construction contract for the project to Mountain Constructors, Inc. at the regular meeting on December 13, 2017.

Construction on the project started January 15, 2018.

The Board of Trustees approved Change Order No. 1 at the regular meeting on February 28, 2018 and Change Order No. 2 at the regular meeting on April 25, 2018.

RECOMMENDATION

Staff recommends the Board of Trustees approve Payment Application No. 6 for Mountain Constructors Inc. in the amount of \$229,331.90 and authorize the Mayor to execute the pay app on behalf of the Town.

ALTERNATIVES

Unless there is a defect claim by the Town for any of the work completed, the payment application should be approved and payment made.

ATTACHMENTS

1. 0668.0188.01 Memo (PA No. 6)
2. Pay App #6 - McClure Ave.

FINANCIAL CONSIDERATIONS

This payment is for \$229,331.90 and brings the total payments for the project to \$1,783,090.53. The budget for the project is \$1,945,394.40 and is being funded from the Regional Roadway Impact Fee fund.



TO: Mr. Theo Abkes, Firestone Public Works Director
FROM: Dave Lindsay, Colorado Civil Group, Inc., Town Engineer DL
 Lindsey Green, Colorado Civil Group, Inc., Town Engineer LG
DATE: July 15, 2018
SUBJECT: McClure Avenue Extension Project PA No. 6
PROJECT No.: 0668.0188.01
GL #: 2820-450700-968-219

This memo has been prepared to provide supporting documentation for Payment Application No. 6 for the McClure Avenue Extension Project. The original construction contract amount of \$1,854,643.75 was awarded to Mountain Constructors, Inc. at the Town Board meeting on December 13, 2017, Change Order No. 1 was approved at the Town Board meeting on February 28, 2018 for \$82,440.00 and Change Order No. 2 was approved at the Town Board meeting on April 25, 2018. The project has been under construction for six months and is now 96% complete.

During this period McClure Avenue was paved, street signs were installed, the channel handrail was also installed, and the reseeding process was continued. Payment Application No. 6, included with this memorandum, has a total payment due of **\$229,331.90**. The project budget tracking is summarized below:

DESCRIPTION	2018 BUDGET	CONTRACT AMOUNT	ACTUAL COST	ACTUAL to CONTRACT DIFFERENCE
Construction	\$1,920,902.75	\$1,945,394.40	\$1,783,090.53	\$162,303.87
Materials Testing	\$31,695.00	\$12,510.00	\$10,245.50	\$2,264.50
Construction Engineering	\$147,910.00	\$67,227.50	\$67,280.01	(\$52.51)
Frederick Electric Relocation*	\$0.00	\$277,777.50	\$277,777.50	\$0.00
Bridge Fabrication (Contech)	\$0.00	\$144,000.00	\$144,000.00	\$0.00
Total Project	\$2,100,507.75	\$2,446,909.40	\$2,282,393.54	\$164,515.86

*2017 expenditure

Please include a check of **\$229,331.90** to Mountain Constructors, Inc. in the next check run for the July 25, 2018 Town Board meeting. If you have any questions regarding this memo, the budget, or the project in general, please do not hesitate to contact me.

APPLICATION FOR PAYMENT
PROGRESS PAYMENT No. 6
June 2, 2018 TO June 29, 2018

CONTRACTOR : MOUNTAIN CONSTRUCTORS, INC.
OWNER : TOWN OF FIRESTONE
ENGINEER : COLORADO CIVIL GROUP, INC.
CONTRACT : MCCLURE AVENUE EXTENSION PROJECT

ITEM	DESCRIPTION	BID		QUANTITY COMPLETED		UNIT BID		AMOUNT COMPLETED	
		UNIT	QUANTITY	TO DATE	THIS PERIOD	PRICE	TO DATE	THIS PERIOD	
McClure Avenue Extension Project									
REMOVAL & REPLACEMENT									
1	ASPHALT/CONCRETE SAW-CUT	LF	1,115	915	200	\$2.25	\$ 2,058.75	\$ 450.00	
2	ASPHALT REMOVAL	SY	675	115	520	\$7.00	\$ 805.00	\$ 3,640.00	
3	CONCRETE REMOVAL	SF	3,640	1766	1874	\$1.25	\$ 2,207.50	\$ 2,342.50	
4	EXISTING CONCRETE CHANNEL REMOVAL	LF	570	570	0	\$9.00	\$ 5,130.00	\$ -	
5	REMOVE EX TREE (CO#2)	EA	8	8	0	\$775.00	\$ 6,200.00	\$ -	
6	REMOVE & RELOCATE EX FENCE	LF	400	200	0	\$12.00	\$ 2,400.00	\$ -	
7	EXISTING CULVERT/FES REMOVAL	LS	1	1	0	\$1,900.00	\$ 1,900.00	\$ -	
EROSION CONTROL & EARTHWORK									
8	STRAW WATTLES	EA	10	10	0	\$100.00	\$ 1,000.00	\$ -	
9	SILT FENCE	LF	1,045	0	0	\$1.60	\$ -	\$ -	
10	VEHICLE TRACKING CONTROL PAD	EA	1	1	0	\$3,200.00	\$ 3,200.00	\$ -	
11	GRAVEL CURB SOCK	LF	60	0	0	\$20.00	\$ -	\$ -	
12	CONCRETE WASHOUT AREA	EA	1	1	0	\$1,900.00	\$ 1,900.00	\$ -	
13	STRIP TOPSOIL (4" DEPTH) (CO#1)	CY	1,410	1410	0	\$7.00	\$ 9,870.00	\$ -	
14	RECYCLED ASPHALT DRIVEWAY	CY	5	5	0	\$80.00	\$ 400.00	\$ -	
15	CUT (CO#1)	CY	5,186	5186	0	\$16.00	\$ 82,976.00	\$ -	
16	FILL (CO#1)	CY	2,750	2750	0	\$12.00	\$ 33,000.00	\$ -	
17	REPLACE TOPSOIL (4" DEPTH) (CO#1)	CY	880	480	400	\$20.00	\$ 9,600.00	\$ 8,000.00	
18	RESEED & MULCH (CO#1)	AC	1.7	0.60	0.9	\$2,750.00	\$ 1,650.00	\$ 2,475.00	
STORM SEWER									
19	DOUBLE COMBINATION INLET TYPE 13 (CO#1)	EA	0	0	0	\$7,500.00	\$ -	\$ -	
20	TRIPLE COMBINATION INLET TYPE 13 (CO#1)	EA	0	0	0	\$10,000.00	\$ -	\$ -	
21	15"x28" RCP	LF	135	135	0	\$125.00	\$ 16,875.00	\$ -	
22	24" RCP (CO#1)	LF	0	0	0	\$175.00	\$ -	\$ -	
23	18" RCP	LF	116	116	0	\$110.00	\$ 12,760.00	\$ -	
24	15"x28" FES	EA	2	2	0	\$1,500.00	\$ 3,000.00	\$ -	
25	18" FES	EA	2	2	0	\$1,000.00	\$ 2,000.00	\$ -	
26	MANHOLE (CO#1)	EA	0	0	0	\$5,200.00	\$ -	\$ -	
27	4' CONCRETE SIDEWALK CHASE	EA	8	8	0	\$2,200.00	\$ 17,600.00	\$ -	
28	CONCRETE CHANNEL (CO#1)	CY	97	97	0	\$635.00	\$ 61,595.00	\$ -	
29	HANDRAIL (CO#1)	LF	294	0	294	\$130.00	\$ -	\$ 38,220.00	
ROADWAY CONSTRUCTION									
30	SUBGRADE PREPARATION- SOIL STERILIZATION	SY	4,910	0	2,814	\$6.00	\$ -	\$ 16,884.00	
31	VERTICAL CURB, GUTTER & 6' SIDEWALK	LF	625	454	171	\$82.00	\$ 37,228.00	\$ 14,022.00	
32	VERTICAL CURB & GUTTER (CO#1)	LF	612	408.5	203.5	\$27.00	\$ 11,029.50	\$ 5,494.50	
33	8' SIDEWALK - 5" DEPTH	LF	180	56.2	123.8	\$60.00	\$ 3,372.00	\$ 7,428.00	
34	8' CROSS PAN	EA	1	0	1	\$4,500.00	\$ -	\$ 4,500.00	
35	6' CROSS PAN	EA	1	0	0	\$4,000.00	\$ -	\$ -	
36	CURB RETURNS WITH HANDICAP RAMP	EA	5	3	2	\$3,500.00	\$ 10,500.00	\$ 7,000.00	
37	ASPHALT PAVEMENT - 5" FULL DEPTH	SYI	15,000	0	14,538	\$6.00	\$ -	\$ 87,228.00	
38	ASPHALT PAVEMENT - 7.5" FULL DEPTH	SYI	4,727	4500	227	\$9.00	\$ 40,500.00	\$ 2,043.00	
39	BLOCK WALL	LS	1	1	0	\$55,000.00	\$ 55,000.00	\$ -	
40	16' TUBE GATE	EA	2	0	2	\$2,300.00	\$ -	\$ 4,600.00	
41	TRAFFIC SIGNAL	EA	1	1	0	\$255,000.00	\$ 255,000.00	\$ -	
STRIPING & SIGNAGE									
42	4" SOLID DOUBLE YELLOW STRIPE	LF	815	0	0	\$2.50	\$ -	\$ -	
43	4" SOLID YELLOW STRIPE	LF	1,840	0	0	\$1.25	\$ -	\$ -	
44	4" SOLID WHITE STRIPE	LF	1,545	0	0	\$1.25	\$ -	\$ -	
45	8" SOLID WHITE STRIPE	LF	1,045	0	0	\$2.50	\$ -	\$ -	
46	4" SOLID YELLOW MEDIAN STRIPING	SF	2,885	0	0	\$3.75	\$ -	\$ -	
47	STOP BAR THERMOPLASTIC SYMBOL	EA	8	0	0	\$1,550.00	\$ -	\$ -	
48	CROSSWALK THERMOPLASTIC SYMBOLS	EA	5	0	0	\$300.00	\$ -	\$ -	
49	STRAIGHT ARROW/RIGHT ARROW COMBO THERMOPLASTIC SYMBOL	EA	4	0	0	\$550.00	\$ -	\$ -	
50	RIGHT ARROW THERMOPLASTIC SYMBOL	EA	2	0	0	\$325.00	\$ -	\$ -	
51	LEFT ARROW THERMOPLASTIC SYMBOL	EA	8	0	0	\$325.00	\$ -	\$ -	
52	STRAIGHT ARROW THERMOPLASTIC SYMBOL	EA	3	0	0	\$250.00	\$ -	\$ -	
53	"ONLY" THERMOPLASTIC SYMBOL	EA	2	0	0	\$455.00	\$ -	\$ -	
54	STOP SIGN & POST INSTALLATION (INCLUDING STREET NAME BLADES)	EA	3	0	2	\$650.00	\$ -	\$ 1,300.00	
55	"RIGHT LANE MUST TURN RIGHT" SIGN & POST INSTALLATION (R3-7R)	EA	2	0	2	\$550.00	\$ -	\$ 1,100.00	

APPLICATION FOR PAYMENT
PROGRESS PAYMENT No. 6
June 2, 2018 TO June 29, 2018

CONTRACTOR : MOUNTAIN CONSTRUCTORS, INC.
OWNER: TOWN OF FIRESTONE
ENGINEER : COLORADO CIVIL GROUP, INC.
CONTRACT : MCCLURE AVENUE EXTENSION PROJECT

ITEM	DESCRIPTION	BID	BID	QUANTITY COMPLETED		UNIT BID	AMOUNT COMPLETED	
		UNIT	QUANTITY	TO DATE	THIS PERIOD	PRICE	TO DATE	THIS PERIOD
56	DO NOT ENTER SIGN & POST INSTALLATION	EA	3	0	2	\$550.00	\$ -	\$ 1,100.00
57	"ROAD CLOSED EMERGENCY ACCESS ONLY" SIGN & INSTALLATION	EA	2	0	2	\$550.00	\$ -	\$ 1,100.00
58	"NO PARKING" SIGN & INSTALLATION	EA	4	0	4	\$325.00	\$ -	\$ 1,300.00
59	"NO OUTLET" SIGN & POST INSTALLATION (W14-2)	EA	1	0	1	\$550.00	\$ -	\$ 550.00
60	"NO OUTLET" PLAQUE SIGN (W14-1aR)	EA	1	0	1	\$550.00	\$ -	\$ 550.00
MCCLURE AVENUE BRIDGE								
61	ABUTMENTS/WINGWALLS MATERIALS & INSTALLATION	LS	1	1.00	0.00	\$360,000.00	\$ 360,000.00	\$ -
62	BRIDGE SUPER STRUCTURE INSTALLATION	LS	1	1	0	\$40,000.00	\$ 40,000.00	\$ -
63	CONCRETE BRIDGE DECK	LS	1	1.00	0.00	\$325,000.00	\$ 325,000.00	\$ -
MISCELLANEOUS								
64	TRAFFIC CONTROL	LS	1	0.8	0.20	\$82,000.00	\$ 65,600.00	\$ 16,400.00
65	DEWATERING	LS	1	1.0	0.00	\$15,000.00	\$ 15,000.00	\$ -
66	MOBILIZATION (5%)	LS	1	0.9	0.10	\$85,000.00	\$ 76,500.00	\$ 8,500.00
CHANGE ORDER NO. 1								
67	REMOVE EX 36" RCP	LF	336	336	0	\$23.00	\$ 7,728.00	\$ -
68	REMOVE EX MANHOLE	EA	1	1	0	\$1,245.00	\$ 1,245.00	\$ -
69	REMOVE EX 36" FES	EA	1	1	0	\$320.00	\$ 320.00	\$ -
70	36" RCP	LF	178	178	0	\$202.00	\$ 35,956.00	\$ -
71	36" FES	EA	1	1	0	\$2,530.00	\$ 2,530.00	\$ -
72	MANHOLE	EA	1	1	0	\$5,960.00	\$ 5,960.00	\$ -
73	TRANSITION CURB & GUTTER	LF	40	40	0	\$27.00	\$ 1,080.00	\$ -
74	OUTFALL CURB & GUTTER	LF	12	12	0	\$27.00	\$ 324.00	\$ -
75	DRIVEWAY CUT CURB & GUTTER	LF	36	0	0	\$27.00	\$ -	\$ -
76	12' CROSSPAN	EA	1	0	1	\$5,175.00	\$ -	\$ 5,175.00
CHANGE ORDER NO. 2								
77	ANTI-GRAFFITI COATING	LS	1	1.00	0.00	\$4,780.65	\$ 4,780.65	\$ -
78	18" RIPRAP	CY	29	29	0	\$95.00	\$ 2,755.00	\$ -
TOTAL APPLICATION THIS PERIOD							\$ 1,635,535.40	\$ 241,402.00

STORED MATERIALS

ITEM #	DESCRIPTION
1	
2	
3	
4	
5	

INVOICE #	AMOUNT
	\$-
	\$-
	\$-
	\$-
	\$-

ORIGINAL CONTRACT AMOUNT = \$1,854,643.75
APPROVED CHANGE ORDERS TO DATE = \$90,760.65
CURRENT CONTRACT AMOUNT = \$1,945,394.40
TOTAL WORK COMPLETED AND MATERIALS STORED TO DATE = \$1,076,937.40
RETAINAGE (5%) = \$93,846.87
TOTAL EARNED LESS RETAINAGE = \$1,783,090.53
LIQUIDATED DAMAGES WITHHELD = \$0.00
TOTAL EARNED LESS LIQUIDATED DAMAGES = \$1,783,090.53
PREVIOUS PAYMENTS = \$1,553,768.63
CURRENT PAYMENT DUE = \$229,331.90

PERCENTAGE OF JOB COMPLETE= 96%

SUBMITTED BY: 
(CONTRACTOR)
REVIEWED BY: 
(ENGINEER)
APPROVED BY: _____
(OWNER)

DATE: 7-12-18
DATE: 7-11-18
DATE: _____

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.g.

Consent Agenda

Meeting Date: July 25, 2018

Initiated By: Dave Lindsay

Dept: Police

AGENDA TITLE

Firestone Police Station Phase 1 Construction Payment Application No. 1

SUMMARY

Work has started on the Phase 1 Civil and Site Construction portion of the project. Pay App No. 1 is for work completed thru June 30, 2018 and includes construction staking, installation of erosion control facilities, and site grading. The payment application also includes costs for pre-construction services and construction management services provided by FCI under the terms of the CMGC Contract.

Payment Application No. 1 was reviewed by Roth Sheppard Architects (RSA) in their role as the Owner's Representative was authorized for payment. The Pay App is presented to the Board of Trustees for final approval.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved a Construction Management/General Contractor (CMGC) Contract with FCI Construction at the regular meeting on March 14, 2018.

The Board of Trustees approved the Phase 1 - Civil and Site Package Guaranteed Maximum Price (GMP) Amendment to the CMGC contract at the regular meeting on June 13, 2018.

RECOMMENDATION

Staff recommends approval of Payment Application No. 1 and authorization to make payment in the amount of \$97,113.71.

ALTERNATIVES

Unless there is a claim against the Contractor, payment needs to be made.

ATTACHMENTS

1. Pay App 1 (RSA)

FINANCIAL CONSIDERATIONS

The Town has established a budget of approximately \$15.9 Million for the project which is being paid from proceeds from Certificates of Participation and from an \$800,000.00 DOLA grant.

Application and Certificate for Payment

TO OWNER: PROJECT: APPLICATION NO: 001
 Town of Firestone Firestone Police Dept & Municipal Court-Phase 1-Civil and Criminal Justice Center 6/30/2018
 151 Grant Ave., PO Box 100 2 Park Ave, Firestone, CO 80504

FROM CONTRACTOR: VIA ARCHITECT:
 FCI Constructors, Inc. - Frederick Roth Sheppard Architects
 4015 Coriolis Way 1900 Wazee Street, Suite 100
 Frederick, CO 80504 Denver, CO 80202

CONTRACT FOR: New Construction
CONTRACT DATE: 3/7/2018
PROJECT NOS: 30-18-006

Distribution to:
 OWNER ☐ ARCHITECT ☐
 CONTRACTOR ☐ FIELD ☐
 OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract AIA Document G703[™], Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ 2,152,879.00
2. NET CHANGE BY CHANGE ORDERS \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 2,152,879.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 102,224.97
5. RETAINAGE:

- a. _____ % of Completed Work (Columns D + E on G703) \$ 5,414.26
- b. _____ % of Stored Material (Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 5,414.26

6. TOTAL EARNED LESS RETAINAGE \$ 97,113.71
 (Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 97,113.71

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 2,055,765.29
 (Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 0.00	\$ 0.00

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: By: Don Zyzanski Date: 7-11-2018

State of: Colorado County of: Weld
 Subscribed and sworn to before me this 11 day of July, 2018

Notary Public: Kimberly A Lawrence
 My commission expires: 9-7-19
 STATE OF COLORADO
 NOTARY ID 19994024772
 MY COMMISSION EXPIRES SEPTEMBER 7, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 97,113.71
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: By: [Signature] Date: 07.11.2018

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance of payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet

AIA Document G702™, 1992, Application and Certificate for Payment, or G732™, 2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

001

6/30/2018

PERIOD TO:

ARCHITECT'S PROJECT NO: 6/30/2018

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G - C)		
01 00 00	General Conditions	43,780.00	0.00	13,532.13	0.00	13,532.13	30.91	30,247.87	676.61
01 10 00	Preconstruction Services	29,143.00	0.00	21,857.25	0.00	21,857.25	75.00	7,285.75	1,092.86
02 21 13	Surveying	38,866.00	0.00	8,444.57	0.00	8,444.57	21.73	30,421.43	422.23
07 92 92	Misc. Caulking	2,060.00	0.00	0.00	0.00	0.00	0.00	2,060.00	0.00
08 42 29	Automatic Entrances	2,400.00	0.00	0.00	0.00	0.00	0.00	2,400.00	0.00
10 75 01	Flagpoles	19,820.00	0.00	0.00	0.00	0.00	0.00	19,820.00	0.00
26 56 00	Exterior Lighting	137,230.00	0.00	0.00	0.00	0.00	0.00	137,230.00	0.00
31 20 00	Earthwork	196,176.00	0.00	25,385.10	0.00	25,385.10	12.94	170,790.90	1,269.26
31 25 00	Erosion and Sediment Controls	83,223.00	0.00	30,062.01	0.00	30,062.01	36.12	53,160.99	1,503.10
32 12 16	Asphalt Paving	422,984.00	0.00	0.00	0.00	0.00	0.00	422,984.00	0.00
32 13 13	Concrete Paving	344,916.00	0.00	0.00	0.00	0.00	0.00	344,916.00	0.00
32 17 23	Pavement Markings & Signs	25,289.00	0.00	0.00	0.00	0.00	0.00	25,289.00	0.00
32 30 01	Site Improvements & Amenities	9,851.00	0.00	0.00	0.00	0.00	0.00	9,851.00	0.00
32 31 01	Fencing	262,195.00	0.00	0.00	0.00	0.00	0.00	262,195.00	0.00
32 84 00	Irrigation	8,143.00	0.00	0.00	0.00	0.00	0.00	8,143.00	0.00
33 11 00	Water Distribution	125,685.00	0.00	0.00	0.00	0.00	0.00	125,685.00	0.00
33 31 00	Sanitary Sewer System	57,930.00	0.00	0.00	0.00	0.00	0.00	57,930.00	0.00
33 41 00	Storm Drainage	167,634.00	0.00	0.00	0.00	0.00	0.00	167,634.00	0.00
90 10 01	Builders Risk Insurance	936.00	0.00	0.00	0.00	0.00	0.00	936.00	0.00
90 20 01	General Liability	14,895.00	0.00	0.00	0.00	0.00	0.00	14,895.00	0.00
90 30 01	Sub Insurance	28,726.00	0.00	0.00	0.00	0.00	0.00	28,726.00	0.00
90 50 01	Payment & Performance Bonds	10,575.00	0.00	0.00	0.00	0.00	0.00	10,575.00	0.00
95 10 02	Contractors Contingency	58,445.00	0.00	0.00	0.00	0.00	0.00	58,445.00	0.00
	GRAND TOTAL								

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Continuation Sheet

AIA Document G703™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

001

6/30/2018

PERIOD TO:

ARCHITECT'S PROJECT NO: 6/30/2018

2

2

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
99 10 01	Fee	61,977.00	0.00		2,943.91	0.00	2,943.91	59,033.09	147.20
GRAND TOTAL		2,152,879.00	0.00		102,224.97	0.00	102,224.97	2,050,654.03	5,111.26

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AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.h.

Consent Agenda

Meeting Date: July 25, 2018

Initiated By: Leah Vanarsdall

Dept: Council & Board

AGENDA TITLE

Public Comment - Increased time from two minutes to three minutes

SUMMARY

The Board has previously discussed its time limit for speakers speaking during the Public Comment periods at Town Board meetings, with discussion centered on whether to maintain the current two-minute limit or change it to three minutes. The current Board statement on this issue, which is set forth at the bottom of its meeting agenda, states as follows:

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to two minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes.

If the Board desires to change the time limit to three minutes, it is appropriate the Board take formal action. If the Board approves a change to three minutes, the Board's agenda will be revised accordingly. A related issue is whether speakers may "pool" or donate time. Staff recommends the Board consider clarifying the current agenda notice to state time may not be pooled. More generally, should the Board later adopt updated rules of procedure, the time limit and pooling rules can be carried forward into that document, and those rules as well as other rules of procedures can be discussed at later meetings.

HISTORY AND PREVIOUS BOARD ACTION

N/A

RECOMMENDATION

That the Board, by its approval of the consent agenda, adopt the following revised procedural rule, to be stated on the bottom of its meeting agendas: "* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak during Public Comment. Each speaker shall be limited to three (3) minutes, and time may not be pooled or donated to other speakers. The maximum time permitted for all Public Comment is 30 minutes."

ALTERNATIVES

Provide other/Additional Direction

ATTACHMENTS

None

FINANCIAL CONSIDERATIONS

N/A

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.i.

Consent Agenda

Meeting Date: July 25, 2018

Initiated By: Dave Lindsay

Dept: Planning & Zoning/ Building and Engineering

AGENDA TITLE

Firestone Police Station Geotechnical Engineering Services Contract

SUMMARY

Roth Sheppard Architects will be serving as the Owner's Representative through the construction period for the new Police Station. Their services do not include geotechnical engineering and materials testing services so the Town will contract with a separate firm for those services, just as we did for the design phase of the project.

The scope of the work to be performed includes fill and backfill compaction testing, concrete strength testing, and asphalt compaction testing. A contract to provide these services by Terracon Consultants, Inc. is presented for Board consideration and action.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved a contract with Terracon Consultants, Inc. to provide geotechnical engineering services in support of the final design of the Firestone Police Station.

The Board of Trustees approved a Construction Management/General Contractor (CMGC) Contract with FCI Construction at the regular meeting on March 14, 2018.

The Board of Trustees approved the Phase 1 - Civil and Site Package Guaranteed Maximum Price (GMP) Amendment to the CMGC contract at the regular meeting on June 13, 2018.

RECOMMENDATION

Staff recommends the Board of Trustees approve the Geotechnical Engineering and Materials Testing contract with Terracon Consultants, Inc. for an amount not to exceed \$19,145.00 and authorize the Mayor to execute the contract on behalf of the Town.

ALTERNATIVES

The Board could direct staff to modify the terms of the agreement or to seek proposals from other firms.

ATTACHMENTS

1. Consulting Agmt (Terracon-Construction 2018.07.18)

FINANCIAL CONSIDERATIONS

The Town has established a budget of approximately \$15.9 Million for the project which is being paid from proceeds from Certificates of Participation and from an \$800,000.00 DOLA grant.

**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND TERRACON CONSULTANTS, INC.
FOR GEOTECHNICAL ENGINEERING SERVICES
(FIRESTONE POLICE DEPARTMENT & MUNICIPAL COURT)**

1.0 PARTIES

The parties to this Agreement are the **Town of Firestone**, a Colorado municipal corporation, hereinafter referred to as the “Town”, and **Terracon Consultants, Inc.**, a Delaware corporation, hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

- 2.1 The Town desires to engage the Consultant for the purpose of providing geotechnical engineering field services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”) for the Firestone Police Facility Project.
- 2.2 The Consultant represents that it has the special experience, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference. The Consultant shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Consultant acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other consultants to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- 4.1 The Town shall pay the Consultant for services requested and rendered under this Agreement at the hourly rates plus expenses set forth in Exhibit “A;” provided, however, that the total amount payable for Services under this Agreement shall in no event exceed \$19,145.00. For services compensated at hourly rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

- 4.2 The Consultant shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Consultant shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The Town designates Dave Lindsay, Town Engineer, as the responsible Town staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by the Town Engineer and such person's designees.
- 5.2 The Consultant designates Eric Buol, Project Manager, as its project manager who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Eric Buol, and such replacement require the Town or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

The term of this Agreement shall commence upon execution by the Town and shall proceed until the work is completed, unless sooner terminated pursuant to Section 13, below. The Consultant's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements.

7.0 INSURANCE

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee

engaged in the performance of work under this contract. Evidence of qualified self-insured status may be substituted.

- 7.1.2 Consultant's own automobile liability and physical damage insurance and physical damage insurance for any vehicle used in performing services for the Town, in amounts not less than prescribed by Colorado law (currently \$25,000 per person/\$50,000 per accident bodily injury and \$15,000 per accident property damage).
- 7.1.3 Professional liability insurance against errors and omissions with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.1.4 General liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Firestone, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Firestone, its officers and its employees, and shall contain a severability of interests provision.
- 7.2 The Consultant's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy with additional insured status required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. In the event of a claim the Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per

person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall further bear all other costs and expenses incurred by the Town or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and reasonable attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. The Town shall be entitled to its costs and reasonable attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area. Except for the standard of care previously stated, consultant makes no warranties or guarantees, express or implied, relating to Consultants services and Consultant disclaims any implied warranties or warranties imposed by law, including warranties of merchantability and fitness for a particular purpose.

10.0 INDEPENDENT CONTRACTOR

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the Town as to end results of the work only. **As an independent contractor, Consultant is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

11.0 ASSIGNMENT

Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Consultant shall not provide copies of any such material to any other party without the prior written consent of the Town. Consultant shall not be responsible for any unauthorized reuse or modification of its work product.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Weld County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit B, the "Town of Firestone Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant's Pre-Contract Certification which Consultant has executed and delivered to the Town prior to Consultant's execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Firestone
Attn: Town Manager
151 Grant Ave.
P.O. Box 100
Firestone, Colorado 80520
Telephone: (303) 833-3291
Fax: (303) 833-4863

If to the Consultant:

Eric Buol, PE
Terracon Consultants, Inc.
1242 Bramwood Place
Longmont, CO 80501

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 SUPPLEMENTAL TERMS AND CONDITIONS

Supplemental Terms and Conditions of this Agreement are attached hereto as Exhibit C.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF FIRESTONE,
a Colorado Municipal Corporation

By: _____
Bobbi Sindelar, Mayor

Date: _____

Attest: _____
Town Clerk

TERRACON CONSULTANTS, INC.
a Delaware corporation,

By: _____
Eric Buol

Date: _____

Title: Project Manager

Exhibit A

Consultants Proposal and Scope of Services



July 17, 2018

Town of Firestone
151 Grant Street
Firestone, Colorado 80520

Attn: Mr. David Lindsay, P.E.
dlindsay@ccginc.us

Re: **Proposal for Materials Testing**
Firestone Police Department and Municipal Court
2 Park Avenue, Firestone, Colorado
Terracon Proposal No. P22181060 – Revision 1

Mr. Lindsay:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide construction materials testing services for the Firestone Police Department and Municipal Court – Phase I Civil project. Our proposal includes a description of the project information provided to us, the proposed scope of services, and our estimated fees.

A. PROJECT INFORMATION

Our understanding of the required construction materials services for this project is based upon information provided by your firm, project plans dated January 6, 2018, Terracon Geotechnical Engineering Report (Project No. 22175081) dated July 28, 2017, and our experience with other projects of this type. Pertinent project information is summarized below.

ITEM	DESCRIPTION
Location	The project site is located southeast of the intersection of Colorado Blvd. and Sable Avenue at 2 Park Avenue in Firestone, Colorado.
Description of Building and Site Work	We understand this phase of the project will consist of civil improvements to the site including underground utility installation, concrete flatwork, and asphalt concrete paving. Park Avenue will be constructed from Sable Avenue continuing south approximately 900 feet. The building will be a single level structure approximately 26,000 square feet in plan view. The building will be constructed on spread footing and stem wall foundations with slab-on-grade floors.

B. SCOPE OF SERVICES

Terracon proposes to provide testing and inspection services as summarized below. Terracon understands special inspections for the building will be provided by others.

ITEM	DESCRIPTION
Earthwork	Qualified personnel will observe fill operations, as well as obtain appropriate samples for laboratory tests and perform in-place field density testing for structural backfill, underground utility trench backfill, slab subgrade, and pavement and flatwork subgrade.
Concrete Testing	Testing and sampling will be performed on the concrete used for foundations, slab-on-grade; flatwork, and paving as applicable. The concrete will be tested for slump, air content, unit weight and temperature at the time of placement. Testing will be performed according to the frequency below. § 1 set of five 4"x8" cylinders for each 100 cubic yards or fraction thereof per day. Cylinders will be tested at 7-days and 28-days, with one held for a later break if specified strength is not met at 28-days.
Asphalt Concrete Paving	Field density-compaction testing by nuclear methods will be performed during asphalt concrete paving operations. The density-compaction of the asphalt concrete will be evaluated utilizing information from the paving contractor's asphalt mix design. Each asphalt mix type can be tested for asphalt content, gradation, and theoretical maximum specific gravity, if requested.
Project Management	A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. All field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget, and communicating with the client and contractor regarding schedule, deviations, and resolution of outstanding deviations. To help create a good working relationship with the contractor and for the contractor to better understand our scope of work for the project, we request that Terracon be invited to preconstruction meetings prior to each phase of construction.

Commitment to Fast Report Turnaround:

We understand the importance of report turnaround to our clients and are committed to quick delivery of test results as well as the following reporting standards:

- Failing tests or non-conformance items are immediately relayed to the designated parties and handwritten draft reports are available at the end of each day.
- Formal reports with non-conformances (Deviation Reports) are provided within 24 hours of testing.
- Formal reports without non-conformances are provided within five business days.
- Formal laboratory test reports are provided within two days of test completion.

Proposal for Materials Testing

Firestone PD and Municipal Ct ■ Firestone, Colorado
July 17, 2018 ■ Terracon Proposal No. P22181060 – Revision 1



For more information about CMELMS and Terracon, please visit our website at <http://www.terracon.com/services/construction-materials/>

Scheduling of Services: We understand the client may not be involved with scheduling of services; this is typically the responsibility of the general contractor. We request the following information be passed on to whom will be responsible for scheduling services.

- § Scheduling testing services with a minimum of 24 hours of notice.
- § Scheduling is performed through our Longmont office dispatcher; the direct dispatch phone number is (303) 776-3921.
- § Cancellation of services should be done prior to a Terracon representative mobilizing to the project, failure to do so will result in a cancellation fee.
- § Terracon will not be responsible for tests that are not performed due to a failure to schedule our services on the project.
- § Testing and observations will only determine compliance with project specifications at the test locations, at the time our services are performed.

C. COMPENSATION

Based on the project information available for our review, our estimated budget to perform the proposed scope of services is about **\$19,145**. A summary of our unit rates, estimated quantities, and the resulting costs is included on the attached Fee Estimate breakdown schedule. Fees for services provided will be based on the unit rates shown in that exhibit. Please note that this is only a budget estimate and not a not-to-exceed price.

Many factors, including those out of our control, such as weather and the contractor's schedule including overtime and weekend work, and the need for re-testing will dictate the final fee for our services. We will not exceed our budget without first notifying you and providing a summary of work performed to date and remaining work. We will track the costs of re-testing separately.

For purposes of our proposal, overtime is defined as all hours in excess of 8 hours per day, same day scheduling calls, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted.

Proposal for Materials Testing

Firestone PD and Municipal Ct ■ Firestone, Colorado
July 17, 2018 ■ Terracon Proposal No. P22181060 – Revision 1

Terracon

D. AUTHORIZATION

We appreciate the opportunity to propose on this project. If the scope and budget is acceptable to you, please sign and return a copy of the attached Supplement to Agreement for Services. Please contact us if you have any questions.

Sincerely,

TERRACON CONSULTANTS, INC.



Eric A. Buol
Project Manager



Eric D. Bernhardt, P.E.
Geotechnical Department Manager

Copies to: Addressee (via e-mail)

Enclosures: Reimbursement Schedule
 Estimated Fees
 Supplement to Agreement for Services

Proposal for Materials Testing

Firestone PD and Municipal Ct ■ Firestone, Colorado
 July 17, 2018 ■ Terracon Proposal No. P22181060 – Revision 1



REIMBURSEMENT SCHEDULE
Construction Materials Services

Personnel

Principal Engineer, P.E.....	\$145.00/hr
Project Engineer, P.E.	\$135.00/hr
Project Manager	\$105.00/hr
Field Engineer/Geologist	\$95.00/hr
Engineering Technician (soils, concrete, asphalt).....	\$60.00/hr

Note: An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 6:00 PM, as well as for services provided on same day calls, Saturday, Sunday and Terracon recognized Holidays. All charges are portal to portal.

Laboratory Testing**Laboratory Moisture-Density Relationships**

Standard Proctor	\$135.00 ea
Modified Proctor	\$185.00 ea

Soil Classifications

Atterberg Limits with Sieve Analysis	\$120.00 ea
--	-------------

Concrete Compressive Strength 4x8" cylinder.....	\$16.00 ea
--	------------

Asphalt Content / Gradation / Theoretical Max Density	\$195.00 ea
---	-------------

Asphalt Marshall/Gyratory (3 molded specimens – stability, flow, voids, unit wt.).....	\$350.00 ea
--	-------------

Vehicle Charge	\$15.00/visit
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Report Preparation & Review (sample pick-up reports are not subject to a charge)	\$20.00/report
--	----------------

Outside Services	At cost + 15%
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Other Services	Upon Request
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Proposal for Construction Materials Testing

Firestone PD and Municipal Ct - Phase I Civil ■ Firestone, Colorado

July 17, 2018 ■ Terracon Proposal No. P22181060 - Revision 1

**FEE ESTIMATE**

SERVICES	UNIT RATES			QTY	TOTAL
Earthwork Observation and Testing					
Standard Proctor	\$135.00 per test	4 tests		4	\$540.00
Soil Classification	\$120.00 per test	2 tests		2	\$240.00
Engineering Technician	\$60.00 per hour	30 visits	2 hours/visit	60	\$3,600.00
Field Engineer / Geologist (subgrade)	\$95.00 per hour	2 visits	2 hours/visit	4	\$380.00
Vehicle Charge	\$15.00 per trip	32 trips		32	\$480.00
Report Preparation and Review	\$20.00 per report	32 reports		32	\$640.00
				Subtotal	\$5,880.00
Concrete Testing					
Engineering Technician	\$60.00 per hour	25 visits	3 hours/visit	75	\$4,500.00
Concrete Cylinders	\$16.00 per cylinder	25 sets	5 cyl/set	125	\$2,000.00
Engineering Technician (cylinder pick up)	\$60.00 per hour	10 visits	1 hour/visit	10	\$600.00
Vehicle Charge	\$15.00 per trip	35 trips		35	\$525.00
Report Preparation and Review	\$20.00 per report	25 reports		25	\$500.00
				Subtotal	\$8,125.00
Asphalt Testing					
Engineering Technician	\$60.00 per hour	10 visits	3 hour/visit	30	\$1,800.00
Asphalt Content / Gradation / Theo Max Dens	\$195.00 per test	4 tests		4	\$780.00
Vehicle Charge	\$15.00 per trip	2 trips		2	\$30.00
Report Preparation and Review	\$20.00 per report	2 reports		2	\$40.00
				Subtotal	\$2,650.00
Report Review, Engineering & Management					
Project Engineer	\$130.00 per hour		3 hours		\$390.00
Project Manager	\$105.00 per hour		20 hours		\$2,100.00
				Subtotal	\$2,490.00
Total Estimated Fee					\$19,145.00

Note: While the phases of construction have been separated for estimating purposes in the fee estimate spreadsheet, actual field testing services may be performed simultaneously on the various phases. As a result, total fees for construction materials testing services may be reduced if services are performed during the same trip to the site.

SUPPLEMENT TO AGREEMENT FOR SERVICES**CHANGE TO
SCOPE OF SERVICES AND FEES**

This SUPPLEMENT to AGREEMENT FOR SERVICES to the original Agreement for Services (original Agreement dated 08/09/2018, Agreement reference number P22175075) is between Town of Firestone CO ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in Exhibit A to this Supplement. This Supplement is incorporated into and part of the Agreement for Services.

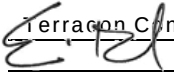
1. **Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

To perform materials testing services for the Firestone Police Department and Municipal Court project located at 2 Park Ave, Firestone, Colorado. See attached proposal P22181060.

2. **Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

See attached proposal P22181060

All terms and conditions of the Agreement for Services shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: Terracon Consultants, Inc.
By:  Date: 7/17/2018
Name/Title: Eric A Buol / Project Manager
Address: 1242 Bramwood Pl
Longmont, CO 80501-6100
Phone: (303) 776-3921 Fax: (303) 776-4041
Email: Eric.Buol@terracon.com

Client: Town of Firestone CO
By: _____ Date: _____
Name/Title: _____
Address: 151 Grant Ave
Firestone, CO 80520-9000
Phone: (970) 278-0089 Fax: _____
Email: dlindsay@ccginc.us

Exhibit B

Town of Firestone Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

**Pre-Contract Certification
in Compliance with C.R.S. Section 8-17.5-102(1)**

From: Terracon Consultants, Inc.
(Prospective Contractor)

To: Town of Firestone

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment Program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this _____ day of _____, 2018.

Prospective Contractor: Terracon Consultants, Inc.

By: _____

Title: _____

Attest: _____

Exhibit C

Supplemental Terms and Conditions

**TOWN OF FIRESTONE, COLORADO
NOTICE OF PUBLIC HEARINGS**

Notice is hereby given that the Town of Firestone Planning and Zoning Commission will hold a public hearing at 7:00 p.m. on Thursday, June 7, 2018 at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the hearing will be to consider a proposed final plat for High Plains Marketplace, Replat No. 1 and final development plan for King Soopers Fueling Facility Expansion, an amendment to the King Soopers Fueling Facility FDP and an amendment to a portion of the High Plains Marketplace FDP.

Further Notice is hereby given that the Board of Trustees of the Town of Firestone will hold a public hearing at 7:00 p.m. on Wednesday, June 27, 2018 at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the hearing will be to consider a proposed final plat for High Plains Marketplace, Replat No. 1 and final development plan for King Soopers Fueling Facility Expansion, an amendment to the King Soopers Fueling Facility FDP and an amendment to a portion of the High Plains Marketplace FDP.

The approximate location of the property that is the subject of the hearings is the southeast corner of Firestone Boulevard (Road 24) and Colorado Boulevard (Road 13). The legal description of the property is as follows: All of Lots 1 and 2, High Plains Marketplace, in the NW Quarter of Section 7, T2N, R67W of the 6th P.M., Town of Firestone, Weld County, Colorado, as more particularly described on the plat of the same name recorded in the office of the Weld County Clerk and Recorder at Reception No. 312296 on November 3, 2003.

Any person may appear at the Public Hearings and be heard regarding the matters under consideration. Copies of the application are on file and available for public inspection in the office of the Town Clerk, 151 Grant Avenue, Firestone, CO 80520, during regular business hours.

Dated the 30th day of April, 2018.

TOWN OF FIRESTONE, COLORADO

Leah Vanarsdall
Town Clerk

Published: Longmont Times-Call May 16,
2018 - 1456793

Prairie Mountain Media, LLC

PUBLISHER'S AFFIDAVIT

County of Boulder
State of Colorado

The undersigned, Terry Love, being first duly sworn under oath, states and affirms as follows:

1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Longmont Times Call*.
2. The *Longmont Times Call* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Boulder County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Longmont Times Call* in Boulder County on the following date(s):

May 16, 2018

TERRY LOVE

Signature

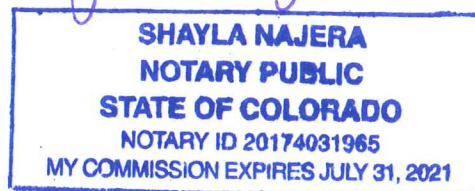
Subscribed and sworn to me before me this

10th day of May, 2018.

Shayla Najera

Notary Public

(SEAL)



Account: 1051150
Ad Number: 1456793
Fee: \$40.02

TOWN OF FIRESTONE, COLORADO
NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Town of Firestone Planning and Zoning Commission will hold a public hearing at 7:00 p.m. on Thursday, May 3, 2018 at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the hearing will be to consider a proposed final plat for High Plains Marketplace, Replat No. 1 and final development plan for King Soopers Fueling Facility Expansion, an amendment to the King Soopers Fueling Facility FDP and an amendment to a portion of the High Plains Marketplace FDP.

Further Notice is hereby given that the Board of Trustees of the Town of Firestone will hold a public hearing at 7:00 p.m. on Wednesday, May 23, 2018 at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520. The purpose of the hearing will be to consider a proposed final plat for High Plains Marketplace, Replat No. 1 and final development plan for King Soopers Fueling Facility Expansion, an amendment to the King Soopers Fueling Facility FDP and an amendment to a portion of the High Plains Marketplace FDP.

The approximate location of the property that is the subject of the hearings is the southeast corner of Firestone Boulevard (Road 24) and Colorado Boulevard (Road 13). The legal description of the property is as follows: All of Lots 1 and 2, High Plains Marketplace, in the NW Quarter of Section 7, T2N, R67W of the 6th P.M., Town of Firestone, Weld County, Colorado, as more particularly described on the plat of the same name recorded in the office of the Weld County Clerk and Recorder at Reception No. 312296 on November 3, 2003.

Any person may appear at the Public Hearings and be heard regarding the matters under consideration. Copies of the application are on file and available for public inspection in the office of the Town Clerk, 151 Grant Avenue, Firestone, CO 80520, during regular business hours.

Dated the 11th day of April, 2018.

TOWN OF FIRESTONE, COLORADO

Leah Vanarsdall
Town Clerk

Published: Longmont Times-Call April 17, 2018 - 1448992

Prairie Mountain Media, LLC

PUBLISHER'S AFFIDAVIT

County of Boulder
State of Colorado

The undersigned, Terry Love, being first duly sworn under oath, states and affirms as follows:

1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Longmont Times Call*.
2. The *Longmont Times Call* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Boulder County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Longmont Times Call* in Boulder County on the following date(s):

Apr 17, 2018

Terry Love

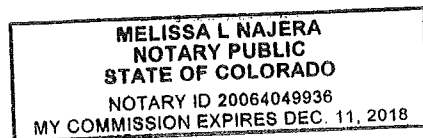
Signature

Subscribed and sworn to me before me this

17th day of April, 2018.

Melissa L Najera

Notary Public



(SEAL)

Account: 1051150
Ad Number: 1448992
Fee: \$44.37



Staff Report

**King Soopers Fueling Facility Expansion
Final Development Plan
And
High Plains Marketplace, Replat No.1**

**Prepared by the
Town of Firestone for the
Planning and Zoning Commission**

July 5, 2018

Applications

This staff report is for King Soopers Fueling Facility Expansion Final Development Plan ("FDP") and the High Plains Marketplace, Replat No. 1 (Final Plat). The applicant for the FDP and Final Plat is King Soopers / Dillon Companies, Inc.

Notice

Pursuant to the Town Code and Development Regulations, proper notification of the public hearings was published. Proof of notification to owners of interest and surrounding property owners and a property posting log will be provided by the applicants prior to the hearings.

Location and Process

The approximate location of the FDP and Final Plat is located along the east side of Colorado Blvd, south of Firestone Blvd and the FirstBank, within the High Plains Marketplace. The FDP and Final Plat encompass the same area. The FDP and Final Plat are the final steps in the Firestone Development Review process prior to the building permit process.

Site Analysis, Circulation and Parking

The FDP and Final Plat are zoned as a Neighborhood Center (NC-PUD) and is approximately 1.27 acres in size. The Final Plat proposes the creation of 1 lot from the combination of the existing Lot 1 and Lot 2 of High Plains Marketplace. The location and zoning of the lot is adequate for the proposed land use. The FDP will have two points for vehicular access, accessing from the south and the east, from within the High Plains Marketplace. Parking is consistent with other similar developments in Firestone and will provide further parking for the neighboring retail/commercial within the shopping center. Pedestrian access is available via a ramp connection to the existing street sidewalk along Colorado Blvd.

Plan Analysis

The FDP proposes an expansion to the existing fueling facility for King Soopers that will provide a total of 9 fuel pump stations as well as a walk-up convenience store kiosk with an interior employee restroom. The project will be consistent with adjacent developments and will complement the overall PUD. Furthermore, the development will comply with applicable landscape, lighting, architecture and signage requirements.

Building Height

The maximum building height for the proposed fueling facility canopy is 19 feet and the convenience store kiosk will be 11 feet tall, in accordance with Firestone development standards.

Fiscal Impacts

King Soopers Fueling Facility is located at an important intersection for the town and provides a convenient fueling location for shoppers of the High Plains Marketplace and residents of the community of Firestone within an area zoned for retail/commercial use. The demand for further fueling and parking in the shopping center has led King Soopers to expand the current fueling facility and provide more parking opportunities. Increase of fueling opportunities and more places to park in this area will lead to increased tax revenues for the Town.

Utility and Services

Public infrastructure and utilities are generally available or will be extended to the site by the developer at the time of the development.

Planning and Zoning Commission and Board of Trustees Conditions and Standards for Approval

For your general reference, attached are the conditions and standards of approval for a PUD district that are stated in the Firestone Development Regulations.

Conditions and Standards for Approval

The Planning Commission and the Town Board of Trustees may approve a PUD application if it meets the intent of these Regulations and complies with the Town Code and other controlling regulations and documents, including the development standards specified herein. The Planning Commission and Town Board shall consider the following in making their decision for approval, approval with conditions, or denial of a PUD:

- A. The proposed PUD district is compatible with present development in the surrounding area, and will not have a significant, adverse effect on the surrounding area;
- B. The proposed PUD district is consistent with the public health, safety and welfare, as well as efficiency and economy in the use of land and its resources;
- C. The proposed PUD district is consistent with the overall direction, intent of Titles 16 and 17 of the Town Code, and the intent and policies of the Town's comprehensive plan and other policy documents of the Town;
- D. The proposed PUD district provides for a creative and innovative design which could not otherwise be achieved through other standard zoning districts;
- E. The exceptions from the zoning regulations requested in the proposed PUD are warranted by virtue of innovative design and amenities incorporated in the PUD district;
- F. The PUD provides adequate circulation in terms of internal street circulation system, designed for the type of traffic generated, for separate living areas, convenience, safety, access, and noise and exhaust control. Proper circulation in parking areas shall be provided in terms of safety, convenience, separation and screening. The PUD should provide for buffering from collector and arterial streets through earthen berms, landscaping, and other methods;
- G. The PUD provides functional open space in terms of practical usability and accessibility, and optimum preservation of natural features, including trees and drainage areas, recreation, views, natural stream courses, bodies of water and wetlands;
- H. To the extent practicable, the PUD provides variety in terms of housing types, housing size, densities, facilities and open space;
- I. The PUD provides for pedestrian and bicycle traffic in terms of safety, separation, convenience, access, destination and attractiveness. If possible, there shall be an internal pedestrian circulation system separate from the vehicular system such that

- allows access to adjacent parcels, parks, open space, or recreational facilities within the PUD as well as links to trail systems of the Town;
- J. Building types in terms of appropriateness to density, site relationship and bulk;
 - K. Building design in terms of orientation, spacing, materials, color, texture, storage, signs and lighting;
 - L. Landscaping of the site in terms of purpose, such as screening, types and materials used, maintenance suitability, water demands and effect on the area;
 - M. Services including utilities, fire, police protection and other such services are available or can be made available to adequately serve the development;
 - N. No structures in the PUD shall encroach on a floodplain except as permitted by the Town's floodplain ordinance;
 - O. No occupied structure shall be located on ground showing severe subsidence potential without adequate design and study approved by the Town;
 - P. Visual relief and variety of visual sitings shall be located within the PUD through building placement, shortened or interrupted street vistas, visual access to open space and other design methods;
 - Q. The fiscal impacts on the Town, relative to expected service provision costs and anticipated revenue to the Town;
 - R. Compliance with the provisions of any applicable intergovernmental agreements;
 - S. The PUD incorporates a lighting plan and facilities to minimize of light drift outside the PUD in an effort to help preserve the night sky;
 - T. To the extent reasonably practicable, the PUD shall strive to incorporate "green" building standards and design guidelines for all residential and commercial development in an effort increase energy efficiency and reduce energy consumption;
 - U. To the extent reasonably practicable, the PUD shall strive to incorporate renewable energy technologies;
 - V. To the extent reasonably practicable, the PUD shall strive to incorporate best management practices in recycling, water conservation, soils preservation and sustainable development practices;
 - W. To the extent reasonably practicable, the PUD shall strive to incorporate Infrastructure design that emphasizes technology that will encourage the development of "knowledge workers" and will facilitate telecommuting.
-

Planning Commission or Board of Trustees Action

The Planning Commission Board or Board of Trustees has the following options relative to the action on applications in general. As necessary additional information relative to continuances, etc. can be provided by the Town Attorney.

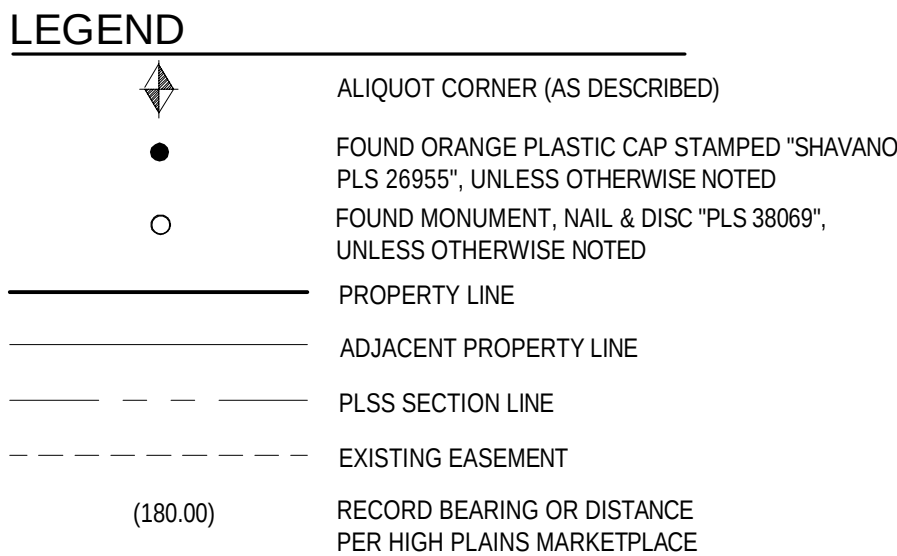
- A. Make a decision and vote on the application, using the draft resolution previously prepared, as may be amended during the hearing; or

- B. Make a decision and vote on the application, but request the Town Attorney to prepare findings of fact and conclusions for approval and adoption at the next regular meeting; or
- C. Defer a decision and direct the Town Attorney to prepare findings of fact and conclusions to be submitted to the Board of Trustees at its next regular meeting, with final deliberation, decision and adoption of the findings of fact and conclusion at that meeting; or
- D. Defer a decision until a date certain, as is mutually agreed upon by the Applicant and the Board of Trustees, by which time the record and all evidence can be reviewed. At that time the Board of Trustees can either adopt findings of fact and conclusions or direct the Town Attorney to prepare findings of fact and conclusions for adoption at the next regular meeting after the meeting to which the matter has been deferred.

RECOMMENDATION

The Town staff recommends the Planning Commission recommend approval of the application with a certain amount of conditions that will be provided in the form of a draft resolution prior to the Planning Commission public hearing.

A REPLAT OF LOTS 1 AND 2, HIGH PLAINS MARKETPLACE
IN THE NORTHWEST QUARTER OF SECTION 7, T2N, R67W OF THE 6TH P.M.
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
SHEET 1 OF 1



KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED DILLON COMPANIES INC., BEING THE OWNER OF THE LAND SHOWN IN THIS REPLAT AND DESCRIBED AS FOLLOWS:

A REPLAT OF LOTS 1 AND 2, HIGH PLAINS MARKETPLACE RECORDED AT RECEPTION #3122964 OF THE WELD COUNTY CLERK AND RECORDER OFFICE AND SITUATED IN THE NORTHWEST QUARTER OF SECTION 7, T2N, R67W OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO AND BEING 59,945 SQUARE FEET OR 1.376 ACRES OF LAND MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREIN CONTAINED UNDER THE NAME AND STYLE OF HIGH PLAINS MARKET PLACE, REPLAT NO. 1, A SUBDIVISION, OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE THE STREETS, AVENUES(AND OTHER PUBLIC PLACES, TRACTS/OUTLOTS) AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, WATER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUBDIVIDER OR ARRANGEMENTS MADE BY THE SUBDIVIDER THEREOF WHICH ARE APPROVED BY THE TOWN OF FIRESTONE, COLORADO, AND SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF FIRESTONE, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF FIRESTONE SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF FIRESTONE, COLORADO, EXCEPT PERMITS, ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALITY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES AND/OR CENTURYLINK WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF SUCH MUNICIPALITY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES, AND/OR CENTURYLINK AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF FIRESTONE, COLORADO.

OWNER:
DILLION COMPANIES INC

BY: _____
OWNER

STATE OF COLORADO)
)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL

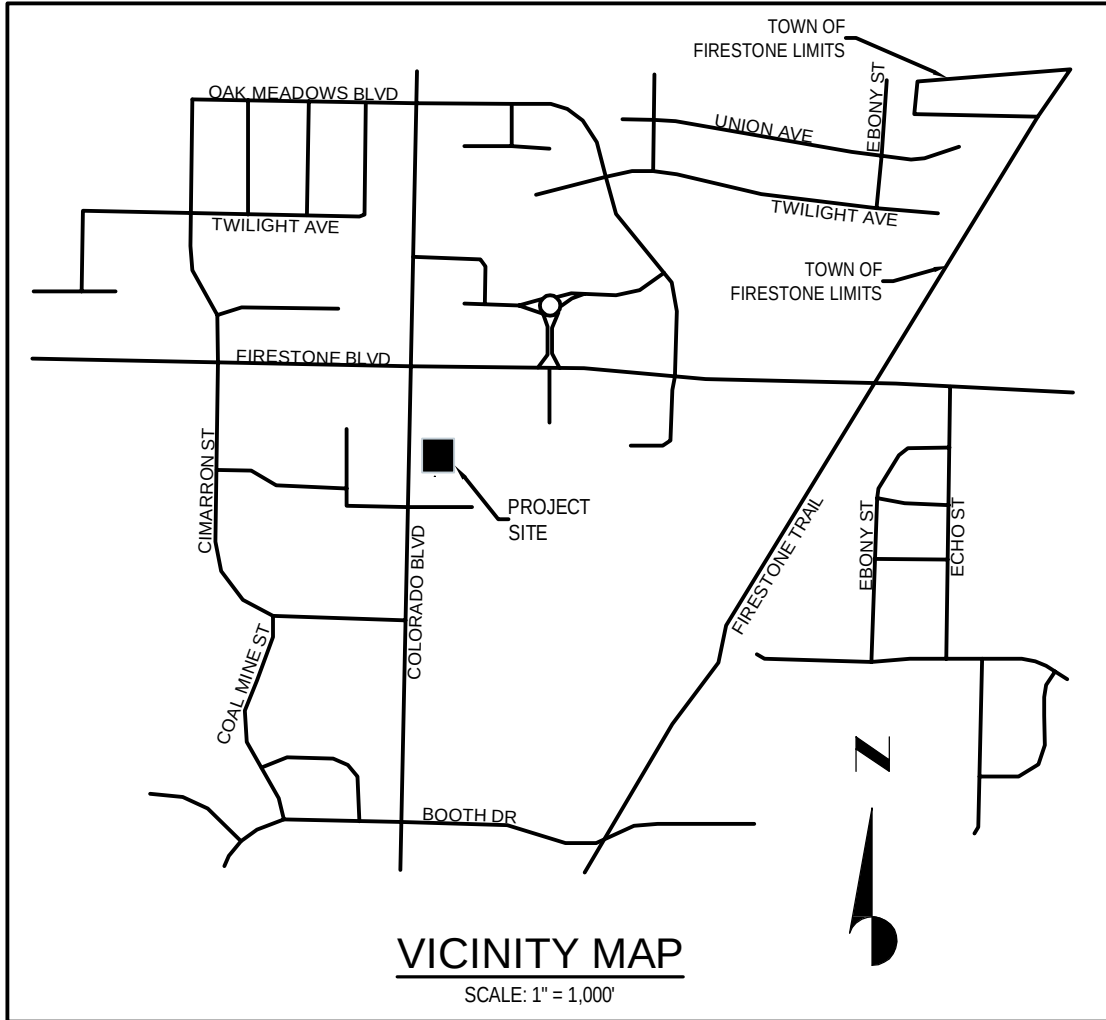
NOTARY PUBLIC

MY COMMISSION EXPIRES

THIS IS TO CERTIFY THAT THE PLAT OF HIGH PLAINS MARKETPLACE, REPLAT NO.1 WAS APPROVED ON THIS ____ DAY OF _____, 20__ BY RESOLUTION NO. _____, THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR _____ ATTEST: TOWN CLERK _____

ATTEST: TOWN CLERK



- 1) BASIS OF BEARING: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983. BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., NORTH 0° 15' 58" WEST, MONUMENTED AS SHOWN.
- 2) UTILITY NOTE: THE LOCATION OF UTILITIES SHOWN HEREON WAS ESTABLISHED FROM SURFACE EVIDENCE, EXISTING UTILITY MAPS AND UTILITY LOCATES FROM A UTILITY CONTRACTOR. THE EXACT LOCATION OF BURIED UTILITIES IS UNCERTAIN. PRIOR TO ANY EXCAVATION THE CONTRACTOR SHOULD CONTACT THE UTILITY NOTIFICATION CENTER. THE SURVEYOR MAKES NO GUARANTEE EITHER EXPRESSED OR IMPLIED THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION DEPICTED ALTHOUGH THE UTILITIES ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE AT THE TIME OF THE SURVEY. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- 3) ALL LINEAL MEASUREMENTS SHOWN ARE GROUND DISTANCES AND U.S. SURVEY FEET.
- 4) EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED ON THIS SURVEY WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESTRICTIONS, EXCLUSIONS, CONDITIONS, OBLIGATIONS, TERMS OR AS THE RIGHT TO GRANT THE SAME.
- 5) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER ANY SUCH DEFECT. IN ANY EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A).
- 6) PER THE FEMA FLOOD INSURANCE RATE MAPS (FIRM), MAP NO. 08123C1890E, HAVING AN MAP REVISED DATE OF JANUARY 20, 2016, INDICATES THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD). THIS SURVEY MAKES THIS STATEMENT BY GRAPHIC PLOTTING ONLY. THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
- 7) FIDELITY NATIONAL INSURANCE COMPANY, COMMITMENT NO. 100-10013593-020-0201, WITH AN EFFECTIVE DATE OF: AUGUST 18, 2017 AT 7:00 A.M. WAS ENTIRELY RELIED UPON FOR RECORDED RIGHT OF WAY, EASEMENTS, AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY.

I, BRIAN J. DENNIS, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF HIGH PLAINS MARKETPLACE, REPLAT NO. 1 WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERTY SHOWS SAID REPLAT.

BRIAN J. DENNIS
COLORADO PROFESSIONAL LAND SURVEYOR NO. 380
PROJECT NO.: KSF0000105.01
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

FIRESTONE INFORMATION BLOCK	
NAME OF SUBMITTAL:	HIGH PLAINS MARKETPLACE
TYPE OF SUBMITTAL:	FINAL PLAT
FILING NUMBER:	REPLAT NO. 1
PHASE NUMBER:	
PREPARATION DATE:	
SHEET TITLE:	HIGH PLAINS MARKETPLACE REPLAT NO. 1
REVISION DATE:	03/21/18
REVISION DATE:	*
REVISION DATE:	*

DILLON COMPANIES INC.
1014 VINE STREET, FL 7
CINCINNATI, OH 45202

THIS MAP IS AN INSTRUMENT OF SERVICE
AND ARE THE PROPERTY OF GALLOWAY,
AND MAY NOT BE DUPLICATED, DISCLOSED,
OR REPRODUCED WITHOUT THE WRITTEN
CONSENT OF THE GALLOWAY.
COPYRIGHTS AND INFRINGEMENTS WILL BE
ENFORCED AND PROSECUTED.

A REPLAT OF LOTS 1 AND 2, HIGH PLAINS MARKETPLACE IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

[illegible]

Project No:	KSF0000105.01
Drawn By:	PD
Checked By:	BJD
Date:	10/04/17

FIRESTONE PLANNING AND ZONING COMMISSION

RESOLUTION NO. 18-10

A RESOLUTION RECOMMENDING APPROVAL OF A FINAL PLAT FOR HIGH PLAINS MARKETPLACE, REPLAT NO. 1 AND A FINAL DEVELOPMENT PLANS FOR KING SOOPERS FUELING FACILITY EXPANSION

WHEREAS, there has been submitted to the Planning and Zoning Commission of the Town of Firestone a request for approval of a final plat for High Plains Marketplace, Replat No. 1 and a final development plan for the King Soopers Fueling Facility Expansion, which amends the final development plans for High Plains Marketplace and the King Soopers Fueling Facility; and

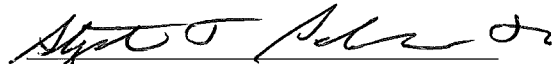
WHEREAS, all materials related to the application have been reviewed by Town Staff and found with conditions to be in compliance with Town of Firestone subdivision and zoning ordinances, Development Regulations, and related Town ordinances, regulations, and policies; and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Planning and Zoning Commission finds the application should be approved subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Planning and Zoning Commission hereby recommends approval of the proposed final plat for the High Plains Marketplace, Replat No. 1 and the final development plan for the King Soopers Fueling Facility Expansion, subject to the conditions set forth on Exhibit A, attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 5th day of July, 2018.


Chairperson

ATTEST:

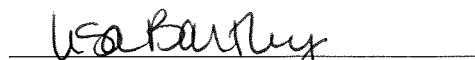

Secretary



EXHIBIT A
Conditions of Approval
High Plains Marketplace, Replat No. 1
King Soopers Fueling Facility Expansion Final Development Plan

Replat

1. Provide a title commitment dated no later than thirty (30) days prior to submitting mylars for recording.
2. Label the newly-created lot with a new lot number, as directed by the Town Engineer.
3. Provide Owner's contact name and email address.
4. On the Vicinity Map, make the existing limits of the Town of Firestone a different line type for clarity.
5. Address redlines from the Town Engineer.

FDP-- General

6. Include an Irrigation Plan and associated details and notes within the final development plan.
7. Remove contractor specific notes or update to state "The Developer will. . . ." within the following note sections:
 - a. Soil Import Notes on Sheet 6
 - b. General Notes on Sheet 7
 - c. Utility Notes on Sheet 8
 - d. Planting Notes on Sheet 11
 - e. Tree Protection Notes on Sheet 12
 - f. Contractor note within box on Sheets 13 and 14.
8. Address redlines from the Town Engineer.
9. Provide complete Traffic Compliance Letter for review by the Town Engineer.
10. Modify Drainage Compliance Letter and calculations as directed by the Town Engineer.

FDP – Sheet 1 (Cover Sheet)

11. On Sheet 1, revise the legal description to reflect the new lot number created by the replat.

FDP – Sheet 2 (Narrative)

12. Update the Utilities and Zoning and Allowed Uses sections with the replat legal description (do not reference “Lot 1 & 2”).

13. Include a plan expiration statement in the Development Schedule (required by Section 10.5.20 of the Development Regulations), to read as follows: “This Final Development Plan will expire if the property is not developed in accordance with its term within three (3) years of the date of Town Board approval.”

14. Within the Controls section, revise the first sentence to read as follows: “The Declaration of Reciprocal Easements and Restrictions were *provided to* the Town of Firestone....”

FDP – Sheet 5 (Site Plan)

15. Provide information on bordering property names and land uses, along with reception numbers of recorded plats.

FDP – Sheet 11 (Landscape Plan and Notes)

16. Remove existing landscape hatch over the pedestrian ramp.

17. Remove Fountain Grass plant symbol from within the parking lot asphalt area.

FINAL DEVELOPMENT PLAN
KING SOOPERS FUELING FACILITY EXPANSION
AN AMENDMENT TO THE KING SOOPERS FUELING FACILITY FDP &
AN AMENDMENT TO A PORTION OF HIGH PLAINS MARKETPLACE FDP
TOWN OF FIRESTONE
WELD COUNTY, STATE OF COLORADO
SHEET 2 OF 14

PROJECT CONCEPT

THE FINAL DEVELOPMENT PLAN KING SOOPERS FUELING FACILITY EXPANSION ESTABLISHES THE PLANNING AND SITE PLAN WITHIN THE COORDINATED AND INTEGRATED DEVELOPMENT OF THE KING SOOPERS' ANCHORED NEIGHBORHOOD SHOPPING CENTER. APPROVAL OF THE FINAL DEVELOPMENT PLAN AND THE ASSOCIATED DOCUMENTS WILL PROVIDE SPECIFIC SITE CONFORMANCE TO THE SHOPPING CENTER TRAFFIC ACCESS PLAN, LANDSCAPE PLAN, UTILITY AND DRAINAGE PLAN, AND ARCHITECTURAL THEME OF THE OVERALL SHOPPING CENTER. THE FUELING FACILITY IS DESIGNED TO PROVIDE A CONVENIENT NEIGHBORHOOD RETAIL SERVICE FOR THE TOWN OF FIRESTONE AND THE ADJACENT NEIGHBORHOODS.

ENVIRONMENTAL IMPACT MITIGATION

THERE IS NO EVIDENCE OF RECOGNIZED ENVIRONMENTAL CONDITIONS IN CONNECTION WITH THIS SITE (REFER TO THE "PHASE I ENVIRONMENTAL SITE ASSESSMENT, SOUTHEAST CORNER OF WELD COUNTY ROAD 24 AND WELD COUNTY ROAD 13, FIRESTONE, COLORADO," REPORT PREPARED FOR THE HIGH PLAINS MARKETPLACE ODP/FDP, ON 7/22/03 BY KUMAR & ASSOCIATES).

PRIVATE MAINTENANCE AND ENFORCEMENT

THE DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS HAVE BEEN PROVIDED WITH THE OVERALL CENTER, WHICH WILL GOVERN THE DEVELOPMENT AND MAINTENANCE OF ALL THE PROPERTIES WITHIN THE SHOPPING CENTER. THIS DOCUMENT WAS RECORDED WITH THE WELD COUNTY CLERK AND RECORDER.

OPEN SPACE

AN OVERALL LANDSCAPE PLAN FOR THE HIGH PLAINS MARKETPLACE SHOPPING CENTER WAS APPROVED WITH THE PHASE I FINAL DEVELOPMENT PLAN. THIS PLAN INCLUDED THE COMMON ENTRANCE AREA AND MAIN DRIVE LANDSCAPING WHICH FALLS WITHIN LOT 1.

ADDITIONALLY, KING SOOPERS FUELING SITE WILL BE LANDSCAPED AS ILLUSTRATED IN THIS FINAL DEVELOPMENT PLAN. LANDSCAPING MATERIALS AND DESIGN WILL CONFORM TO THE THEME ESTABLISHED FOR THE OVERALL CENTER.

THE ON-SITE LANDSCAPING WILL BE MAINTAINED BY THE OWNER TO BE CONSISTENT WITH THE OVERALL FDP AND IN ACCORDANCE WITH THE 'CONTROLS' AS OUTLINED IN THE PRIVATE MAINTENANCE AND ENFORCEMENT DESCRIPTION ABOVE.

CONTROLS

THE DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS WERE APPROVED BY PROVIDED TO THE TOWN OF FIRESTONE WITH THE OVERALL DEVELOPMENT. THIS DOCUMENT GOVERNS THE DEVELOPMENT AND MAINTENANCE OF ALL THE PROPERTIES WITHIN THE SHOPPING CENTER INCLUSIVE OF LOT 1 AS PRESENTED IN THIS FDP.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

THIS FINAL DEVELOPMENT PLAN HAS BEEN DESIGNED, TO THE BEST OF THE DESIGNERS KNOWLEDGE AND ABILITIES, TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT.

DRAINAGE

REFER TO THE "DRAINAGE COMPLIANCE LETTER FOR KING SOOPERS FUELING CENTER - FIRESTONE," DATED NOVEMBER 17, 2017, PREPARED BY GALLOWAY & COMPANY, INC. WHICH IS FILED WITH THIS FINAL SITE PLAN AND SUPPLEMENTAL DOCUMENTS FOR A DESCRIPTION OF THE STORM DRAINAGE FOR THIS FINAL DEVELOPMENT PLAN. THE SITE IS DESIGNED TO CONFORM TO THE APPROVED, "FINAL DRAINAGE REPORT FOR HIGH PLAINS MARKETPLACE, FIRESTONE, COLORADO," DATED OCTOBER 28th, 2003, WHICH WAS PREPARED BY NORTHERN ENGINEERING SERVICES, INC. THE OVERALL DEVELOPMENT WILL SURFACE DRAIN TO STORM SEWER INLETS AND UNDERGROUND REINFORCED CONCRETE PIPES TO ON-SITE DETENTION FACILITIES AS APPROVED IN THE OVERALL FDP.

UTILITIES

NEW UTILITY LINES FOR WATER, SANITARY SEWER, STORM SEWER, ELECTRIC AND GAS SERVICES WILL BE CONSTRUCTED AS A PART OF THE APPROVED OVERALL DEVELOPMENT PLANS. ALL UTILITIES ARE AVAILABLE TO LOTS 1 & 2 OF THE HIGH PLAINS MARKETPLACE, REPLAT NO. 1.

ELECTRIC POWER AND COMMUNICATION LINES WILL BE EXTENDED FROM THE KING SOOPERS GROCERY STORE TO SERVE THE FUELING FACILITY. THIS SITE WILL ALSO UTILIZE THE APPROVED 1-1/2" IRRIGATION LINE CURRENTLY INSTALLED.

ABOVE GROUND DRY UTILITY FACILITIES WILL BE SCREENED WITH LANDSCAPING IN COORDINATION WITH UTILITY PROVIDERS' REQUIREMENTS FOR SETBACKS OF PLANTING MATERIALS.

PARKING

THE FINAL DEVELOPMENT PLAN KING SOOPERS FUELING FACILITY EXPANSION IS CONSIDERED A DEPARTMENT OF THE APPROVED GROCERY STORE. AS SUCH, THE ONLY PARKING NEEDS FOR THE FACILITY ARE THE FUEL DISPENSING AREA PUMP PARKING AND THE EMPLOYEE, WHO WILL PARK IN THE STORE PARKING AREA FOR EMPLOYEES. THE ADDITIONAL PARKING SPACES PROVIDED ARE INTENDED FOR CUSTOMERS OF THE FUELING FACILITY AND THE SHOPPING CENTER.

A PERPETUAL EASEMENT IS PROVIDED THAT ALLOWS CROSS ACCESS AND PARKING BETWEEN ALL OF THE LOTS SHOWN ON THE OVERALL FINAL DEVELOPMENT PLAN. THIS EASEMENT IS RECORDED WITH THE WELD COUNTY CLERK AND RECORDER.

ARCHITECTURE

THE KING SOOPERS FUELING SITE COMPLIMENTS THE ANCHOR GROCERY STORE AND RETAIL SHOP BUILDINGS. THE ARCHITECTURAL THEME FOR THE CENTER IS CONTEMPORARY IN DESIGN. THE FUELING FACILITY COMPLIMENTS THE OVERALL FDP BY INCORPORATING THE FOLLOWING FEATURES:
1. INTEGRALLY COLORED ARCHITECTURAL STUCCO PANELS AND MASONRY VENEERS WHICH WILL COMPLIMENT THE ARCHITECTURE ON THE MAIN KING SOOPERS AND RETAIL BUILDINGS.
2. CANOPY SHALL PROVIDE AREAS OF PROTECTION OVER THE FUELING AREA.
3. ALL HVAC AND MECHANICAL EQUIPMENT SHALL BE SCREENED OR CAMOUFLAGED FROM VIEW.
4. REFER TO THE BUILDING ELEVATION SHEET FOR A COMPLETE LIST OF BUILDING MATERIALS.
5. SOUND FROM THE SPEAKER SYSTEM WILL BE CONFINED TO THE LOT SUBJECT TO THIS FDP.

SIGN PROGRAM

AN OVERALL SIGN PROGRAM WAS APPROVED WITH THE HIGH PLAINS MARKETPLACE SHOPPING CENTER. A FREESTANDING MONUMENT SIGN TO BE LOCATED ON LOT 1 WAS INCLUDED IN THE PREVIOUS FDP APPROVAL.

THE FOLLOWING CANOPY FASCIA SIGNS ARE INCLUDED IN THE FINAL DEVELOPMENT PLAN KING SOOPERS FUELING FACILITY EXPANSION. REFER TO TYPICAL SIGN LOCATIONS SHOWN ON THE BUILDING ELEVATION SHEET. THE OWNERS RESERVE THE RIGHT TO NOT INSTALL ANY OF THESE SIGNS SHOWN AND APPROVED ON THIS FINAL DEVELOPMENT PLAN. ALL SIGNS WILL BE CONSISTENT WITH THE SIZE, SHAPE AND TYPE NOTED WITHIN THIS FINAL DEVELOPMENT PLAN, ALTHOUGH ACTUAL LETTERS, SIGN TEXT, MATERIAL, AND MOUNTING HEIGHT MAY CHANGE.

A SIGN PERMIT IS REQUIRED TO BE OBTAINED FROM THE TOWN OF FIRESTONE PRIOR TO CONSTRUCTION OF ANY SIGN. ALL SIGN PERMIT APPLICATIONS SHALL DEPICT SIGNS CONSISTENT WITH THIS FINAL DEVELOPMENT PLAN.

SPECIFIC SIGNS FOR THE FUELING SITE INCLUDE THE FOLLOWING:

CANOPY FASCIA SIGNS
"KING SOOPERS" LOGO SIGN - (SIZE 3'-6" X 5'-2 1/2")
LOGO: VINYL DECAL
COLOR: RED, WHITE AND GOLD KING SOOPERS LOGO
ILLUMINATION: NON-ILLUMINATED
MAXIMUM: 18.2 SF
NUMBER: FOUR (ONE PER CANOPY ELEVATION)

CANOPY PRICE SIGN - (SIZE 13' X 3'-6")
CABINET : EXTRUDED ALUMINUM
COLOR: BLACK
FACE: DIGITAL CHANGEABLE COPY
ILLUMINATION: INTERNALLY ILLUMINATED
MAXIMUM: 45.5 SF
NUMBER: TWO

BUILDING HEIGHT

THE BUILDING HEIGHTS ARE DESCRIBED FOR THIS FDP ON THE ELEVATION SHEET(S). THE MINIMUM HEIGHT OF THE CANOPY IS 19'-0". THE MAXIMUM BUILDING HEIGHT FOR THE FUELING KIOSK IS 11'-0".

SETBACKS

PRINCIPAL BUILDING SETBACKS ARE AS DIMENSIONED ON THIS FINAL DEVELOPMENT PLAN. SEE FDP SHEET 5.

BUILDING SETBACKS		
	REQUIRED (FT)	PROVIDED (FT)
WEST	20	60.1
EAST	20	87.5
NORTH	10	106.2
SOUTH	10	223.0

DEVELOPMENT SCHEDULE

THE DEVELOPMENT WILL OCCUR IN ONE PHASE, WITH THE EXISTING FUELING FACILITY REMAINING IN OPERATION FOR AS LONG AS POSSIBLE. APPROXIMATE CONSTRUCTION START DATE: SPRING 2018. APPROXIMATE CONSTRUCTION COMPLETION DATE: SEPTEMBER 2018

CIRCULATION SYSTEMS

ONE POINTS OF ACCESS FROM THE INTERNAL SHOPPING CENTER DRIVES SERVES THIS SITE. THERE WILL BE ALSO BE ACCESS OFF COLORADO BOULEVARD TO THE SOUTH SIDE OF THE SITE.

ZONING AND ALLOWED USES

THE HIGH PLAINS MARKETPLACE SUBDIVISION IS ZONED PUD-NC (NEIGHBORHOOD CENTER) WHICH ALLOWS FOR THE FUEL SALES USE.

SERVICE REQUIREMENTS

THIS DEVELOPMENT SHALL BE SERVED BY THE FOLLOWING UTILITY COMPANIES:

POWER - UNITED POWER
TELEPHONE - CENTURY LINK
WATER- TOWN OF FIRESTONE
SANITARY SEWER- ST. VRAIN SANITATION DISTRICT
POLICE- TOWN OF FIRESTONE
FIRE- FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT

THE OVERALL DEVELOPER HAS EXTENDED ALL UTILITIES TO THE SITE. ABOVE GROUND DRY UTILITY FACILITIES WILL BE SCREENED WITH LANDSCAPING IN COORDINATION WITH THE UTILITY PROVIDERS' REQUIREMENTS FOR SETBACKS OF PLANTING MATERIALS.

BUILDING ADDRESS

6060 FIRESTONE BOULEVARD.



King Soopers
Supermarket / Petroleum
6110 Firestone Blvd
Firestone, CO 80504
Phone (303) 662-4160

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FINAL DEVELOPMENT PLANS
KING SOOPERS
FUELING CENTER #105
COLORADO BLVD & FIRESTONE BLVD
FIRESTONE, CO

#	Date	Issue / Description	Init.
1	11/17/17	1ST FDP SUBMITTAL	PJD
2	04/26/18	2ND FDP SUBMITTAL	PJD
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Project No:	KSF0000105.01
Drawn By:	CAC
Checked By:	PJD
Date:	NOV 2017

NARRATIVE SHEET

FDP-02

KING SOOPERS FUELING FACILITY EXPANSION	
NARRATIVE SHEET	
NAME OF APPLICATION:	KING SOOPERS FUELING FACILITY EXPANSION
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN AMENDMENT
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	NOVEMBER 17, 2017
REVISION DATE:	APRIL 26, 2018
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	SHEET 2 OF 14

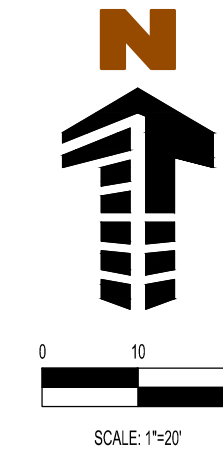
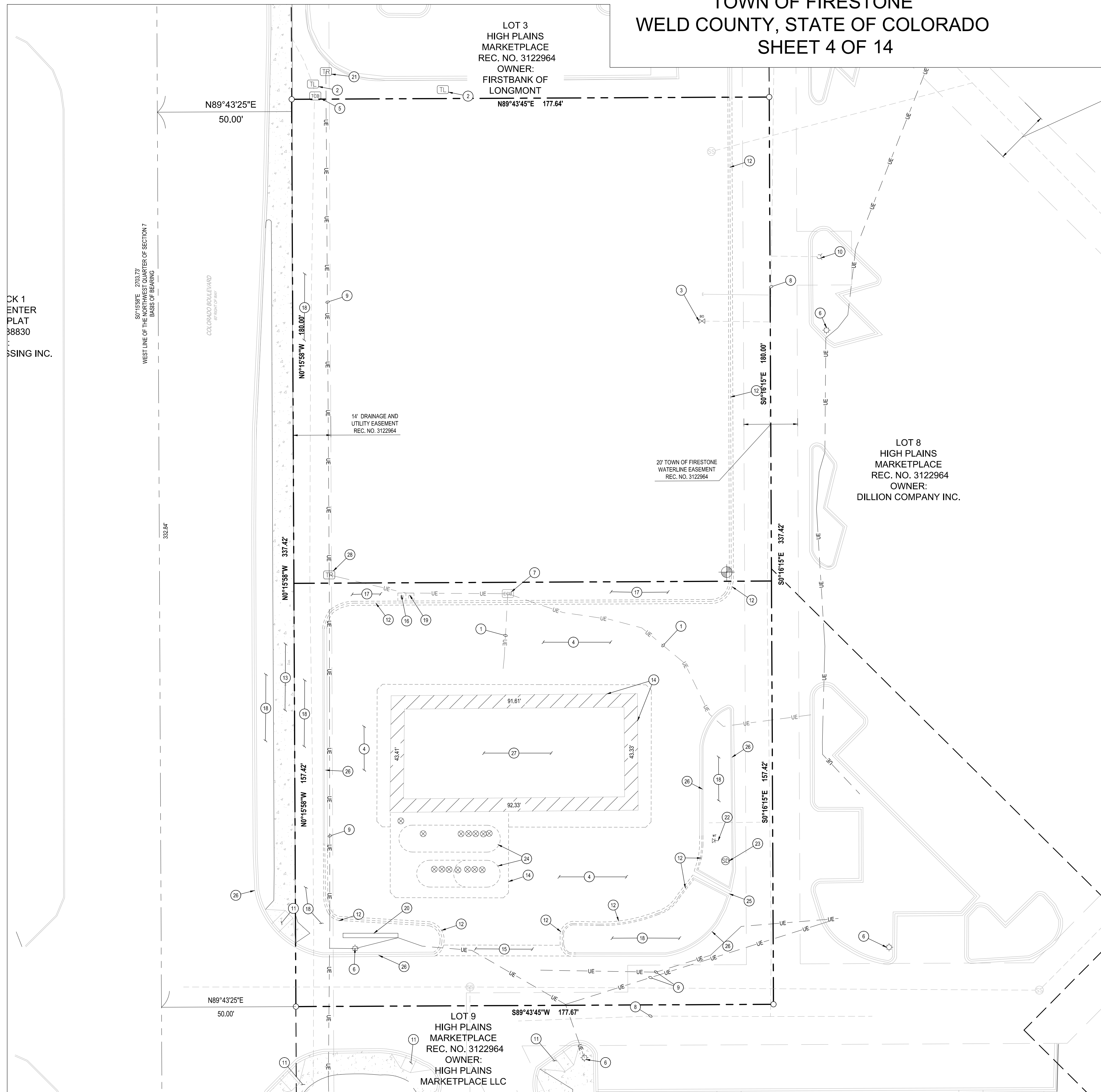
FINAL DEVELOPMENT PLAN

SOOPERS FUELING FACILITY EXPANSION

ADDITIONAL DEVELOPMENT TO THE KING SOOPERS FUELING FACILITY FDP &
ADDITIONAL DEVELOPMENT TO A PORTION OF HIGH PLAINS MARKETPLACE FDP

TOWN OF FIRESTONE
WELD COUNTY, STATE OF COLORADO

SHEET 4 OF 14



SITE LEGEND

EXISTING CURB & GUTTER TO REMAIN

PROPOSED CURB & GUTTER

PROPOSED ASPHALT PAVING

PROPOSED RETAINING WALL

PROPOSED SIDEWALK

PROPOSED PROPOSED CURB AND GUTTER

SITE LIGHTING

EXISTING STREET LIGHT

EXISTING FIRE HYDRANT

PROPOSED MANHOLE COVER

PROPOSED REGULATORY SIGN

PROPOSED INLET

UTILITY LEGEND

— W —	EXISTING WATER LINE
— W —	PROPOSED WATER LINE
— SS —	EXISTING SANITARY SEWER
— SS —	PROPOSED SANITARY SEWER
— STS —	EXISTING STORM SEWER
 — STS —	PROPOSED STORM SEWER
— STS —	PROPOSED STORM SEWER (LESS THAN 12")
— G —	EXISTING GAS LINE
— G —	PROPOSED GAS LINE
— UE —	EXISTING UNDERGROUND ELECTRICAL
— UE —	PROPOSED UNDERGROUND ELECTRICAL
— UT —	EXISTING UNDERGROUND TELEPHONE
— UT —	PROPOSED UNDERGROUND TELEPHONE

DEMO SCHEDULE

- ① EXISTING ELECTRICAL SERVICE TO BE REMOVED
- ② EXISTING TELEPHONE BOX TO REMAIN
- ③ EXISTING WATER SERVICE TO REMAIN
- ④ EXISTING STD. ASPHALT TO BE REMOVED AND REPLACED
- ⑤ EXISTING TELEPHONE CONTROL BOX TO REMAIN
- ⑥ EXISTING SITE LIGHT TO REMAIN
- ⑦ EXISTING ELECTRICAL CONTROL BOX TO BE REMOVED
- ⑧ EXISTING WATER MAIN TO REMAIN
- ⑨ EXISTING ELECTRICAL SERVICE TO REMAIN
- ⑩ EXISTING FIRE HYDRANT TO REMAIN
- ⑪ EXISTING CURB RAMP TO REMAIN
- ⑫ EXISTING CONCRETE CURB AND GUTTER TO BE REMOVED
- ⑬ EXISTING CONCRETE SIDEWALK TO REMAIN
- ⑭ EXISTING CONCRETE PAVEMENT TO BE REMOVED
- ⑮ EXISTING CONCRETE PAN TO BE REMOVED
- ⑯ EXISTING AIR COMPRESSOR AND CONCRETE PAD TO BE REMOVED
- ⑰ EXISTING LANDSCAPE AREA TO BE REMOVED (SEE LANDSCAPE PLAN)
- ⑱ EXISTING LANDSCAPE AREA TO REMAIN (SEE LANDSCAPE PLAN)
- ⑲ EXISTING PROPANE TANK AND CONCRETE PAD TO BE REMOVED
- ⑳ EXISTING MONUMENT SIGN TO REMAIN
- ㉑ EXISTING TRANSFORMER TO REMAIN
- ㉒ EXISTING IRRIGATION TAP & METER TO REMAIN. IRRIGATION SYSTEM TO BE MODIFIED AS NEEDED.
- ㉓ EXISTING STORM INLET TO REMAIN
- ㉔ EXISTING UNDERGROUND DOUBLE WALL STORAGE TANK TO BE REMOVED
- ㉕ EXISTING STORM CONVEYANCE PAN TO REMAIN AND THE INTO PROPOSED
- ㉖ EXISTING CURB AND GUTTER TO REMAIN
- ㉗ EXISTING CANOPY, SERVICE KIOSK, AND PRODUCT DISPENSERS TO BE REMOVED
- ㉘ EXISTING ELECTRICAL CABINET TO REMAIN

NOTES

1. ALL DIMENSION ARE TO FLOWLINE OF CURB UNLESS NOTED OTHERWISE.
2. ALL IMPROVEMENTS SHALL BE PERFORMED IN A SINGLE PHASE OF CONSTRUCTION.
3. EMERGENCY PHONE SHALL PROVIDE DIRECT LINE TO FIRE DEPARTMENT. TELEPHONE NO. SHALL BE 911.
4. PARCEL BOUNDARY LINES ARE BASED ON ALTA/ACSM LAND TITLE SURVEY PREPARED BY GALLOWAY & COMPANY, INC.

KING SOOPERS FUELING FACILITY EXPANSION	
DEMO PLAN	
NAME OF APPLICATION:	KING SOOPERS FUELING FACILITY EXPANSION
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN AMENDMENT
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	NOVEMBER 17, 2017
REVISION DATE:	APRIL 26, 2018
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
	SHEET 4 OF 14

Galloway
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FINAL DEVELOPMENT PLANS
KING SOOPERS
FUELING CENTER #105

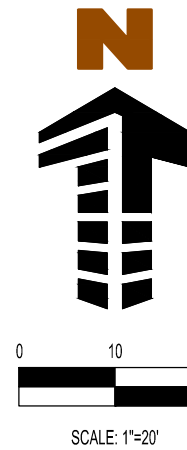
COLORADO BLVD & FIRESTONE BLVD
FIRESTONE, CO

[illegible]

Project No:	KSF0000105.01
Drawn By:	
Checked By:	
Date:	NOV 2017

DEMO PLAN

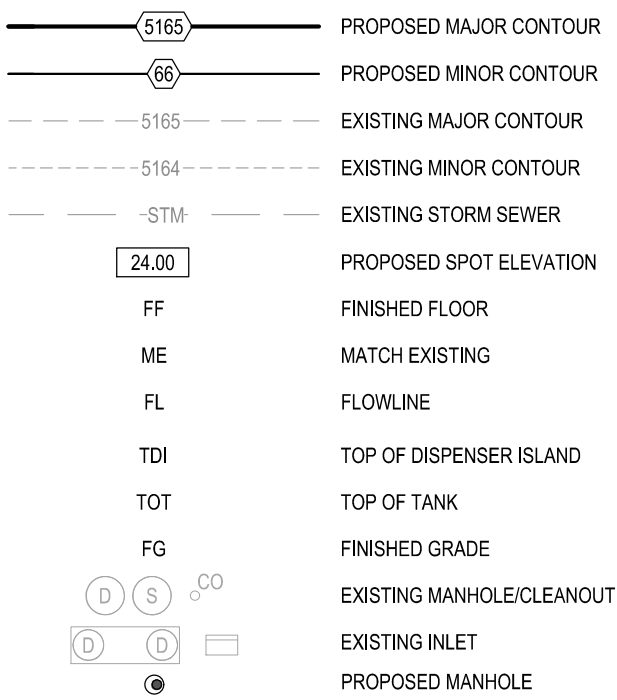
FDP-04



KING SCOOPERS FUELING FACILITY EXPANSION	
SITE PLAN	
NAME OF APPLICATION:	KING SCOOPERS FUELING FACILITY EXPANSION
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN AMENDMENT
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	NOVEMBER 17, 2017
REVISION DATE:	APRIL 26, 2018
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
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FDP-05

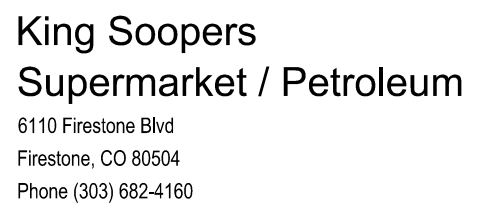
FINAL DEVELOPMENT PLAN
KING SOOPERS FUELING FACILITY EXPANSION
 AN AMENDMENT TO THE KING SOOPERS FUELING FACILITY FDP &
 AN AMENDMENT TO A PORTION OF HIGH PLAINS MARKETPLACE FDP
 TOWN OF FIRESTONE
 WELD COUNTY, STATE OF COLORADO
 SHEET 6 OF 14



1. ADD 4800 TO ALL SPOT ELEVATIONS & MINOR CONTOURS.
2. ALL SPOT ELEVATIONS ARE TO FLOWLINE UNLESS OTHERWISE NOTED.
3. ALL SLOPES SHALL BE 4:1 OR LESS.

IMPORTING FILL MATERIAL FROM AN OFF-SITE LOCATION WITHOUT PRIOR WRITTEN APPROVAL FROM THE KROGER PROJECT MANAGER IS STRICTLY PROHIBITED. IDENTIFICATION OF OFF-SITE BORROW LOCATIONS AND MATERIAL MUST BE COORDINATED AND DOCUMENTED WITH THE SWPPP. A KROGER APPROVED TESTING FIRM MUST VERIFY THE SUITABILITY OF ALL OFF-SITE MATERIAL. THIS INCLUDES AN ANALYSIS TO INSURE THAT NO ENVIRONMENTAL CONTAMINATION IS PRESENT. IF ANY MATERIAL IS BROUGHT ON SITE WITHOUT PRIOR WRITTEN APPROVAL OF THE KROGER PROJECT MANAGER, THE CONTRACTOR WILL BEAR ALL COSTS ASSOCIATED WITH REMOVING THE MATERIAL, TESTING AND CONTAMINATION, MONITORING THE CLEAN-UP OPERATION, DISPOSAL IN AN APPROVED LANDFILL, AND CERTIFYING THAT THE KROGER SITE IS ENVIRONMENTALLY CLEAN.

Planning. Architecture. Engineering.
6162 S. Willow Drive, Suite 320
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303.770.8884 O
www.gallowayUS.com



FINAL DEVELOPMENT PLANS
KING SOOPERS
FUELING CENTER #105

COLORADO BLVD & FIRESTONE BLVD
FIRESTONE, CO

[illegible]

Project No:	KSF0000105.01
Drawn By:	CAC
Checked By:	PJD
Date:	NOV 2017

GRADING PLAN

FDP-06

KING SCOOPERS FUELING FACILITY EXPANSION	
GRADING PLAN	
NAME OF APPLICATION:	KING SCOOPERS FUELING FACILITY EXPANSION
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN AMENDMENT
FILING NUMBER	
PHASE NUMBER:	
PREPARATION DATE:	NOVEMBER 17, 2017
REVISION DATE:	APRIL 26, 2018
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
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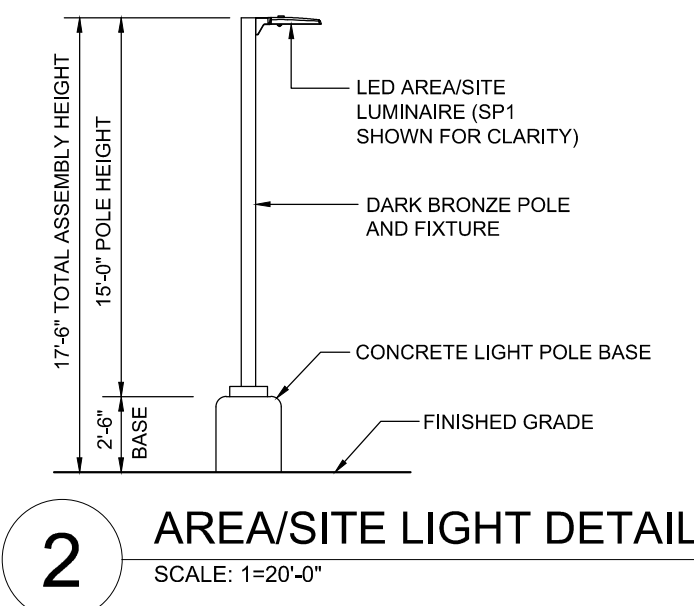
KING

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[illegible]

FDP-09



CALCULATION SUMMARY					
LABEL	AVG	MAX	MIN	AVG/MIN	MAX/MIN
FUEL CANOPY	21.42	29.7	12.7	1.69	2.34
FUEL PARKING	4.19	7.2	1.2	3.49	6.00

LUMINAIRE SCHEDULE								
SYMBOL	QTY	LABEL	MOUNTING	LLF	MODEL NUMBER	DESCRIPTION	WATTS	LUMENS
	6	SP1	15'-0" POLE/2'-6" BASE	1.0	PRV-A25-D-JUNV-73-BZ	AREA/SITE LED LUMINAIRE, 2 LIGHT ENGINES, TYPE III, 4000K CCT, BRONZE COLOR	87	10292
	1	SP2	15'-0" POLE/2'-6" BASE	1.0	PRV-A25-D-JUNV-74-BZ	AREA/SITE LED LUMINAIRE, 2 LIGHT ENGINES, TYPE III, 4000K CCT, BRONZE COLOR	87	10261
	18	A	15' CANOPY DECK	1.0	CRUS-SC-LED-SS-CW-U/E	CANOPY LED FIXTURE, 5000K CCT, SUPER SAVER DRIVE	114	13554
	1	B	9' WALL	1.0	XTOR2A	WALL LED FIXTURE, SMALL DOOR 20W, 4000K CCT, BRONZE COLOR	21.4	1432
	18	C	15' CANOPY DECK	1.0	CR03-F0-LED-30-SS-CW-U/E	CANOPY LED FIXTURE, 30 LED, SUPER SAVER DRIVE, 5000K CCT	36.1	2674

G.C. TO VERIFY VOLTAGE BEFORE ORDERING ANY EQUIPMENT

INFORMATION REGARDING EXISTING LIGHT FIXTURES WAS TAKEN FROM THE
PHOTOMETRIC PLAN, SHEET FDP-9, FOR THE HIGH PLAINS FINAL DEVELOPMENT
PLAN DATED 12 AUG 03. CREATED BY WYATT & ASSOCIATES

KING SHOOPERS FUELING FACILITY EXPANSION	
PHOTOMETRIC PLAN	
NAME OF APPLICATION:	KING SHOOPERS FUELING FACILITY EXPANSION
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REVISION DATE:	
REVISION DATE:	
	SHEET 9 OF 14

WELD COUNTY, STATE OF COLORADO

SHEET 10 OF 14 DESCRIPTION
The patent pending Lumark C

Lumark

ORDERING INFORMATION

LUMARK®

KTOR CROSS TOUR LED

MANUFACTURER SPECIFICATION SHEET FOR AREA/SITE FIXTURES "SP-1" & "SP-2"

MANUFACTURER SPECIFICATION SHEET FOR WALL FIXTURE "B"

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Project No: KSF0000105.01

PHOTOMETRIC DETAILS

FDP-10

CAUTION
UTILITIES EXIST WITHIN CONSTRUCTION
LIMITS. CONTRACTOR IS RESPONSIBLE
FOR IDENTIFYING THEIR LOCATION
PRIOR TO CONSTRUCTION.

THE INTENT OF THIS LANDSCAPE PLAN IS TO KEEP AS MUCH EXISTING LANDSCAPE AS POSSIBLE TO CONSERVE THE OVERALL UNITY OF THE CENTER. NEW LANDSCAPE WITH SIMILAR SIZES AND SPECIES WERE ADDED TO AREAS THAT WILL BE IMPACTED BY CONSTRUCTION. TURF WAS ADDED ALONG THE ROW TO CONTINUE THE EXISTING TURF STRIP ALONG COLORADO BLVD. A DOUBLE ROW OF GRASSES AND SHRUBS LINE THE OUTER PORTION OF THE FUEL SITE TO PROVIDE A BUFFER BETWEEN THE PEDESTRIAN CORRIDOR AND THE FUEL STATION. THIS WAS DESIGNED TO ELIMINATE NOISE AND BLOCK HEADLIGHTS FROM PARKED CARS GETTING FUEL.

EXISTING LANDSCAPE
AREA TO REMAIN
=4,653 SF

EXISTING DECIDUOUS
TREES TO REMAIN
=3

1. THE LANDSCAPE CONTRACTOR IS REQUIRED TO CONTACT THE COUNTY PUBLIC WORKS DEPARTMENT, AND ANY OTHER PUBLIC OR PRIVATE AGENCY NECESSARY FOR UTILITY LOCATION PRIOR TO ANY CONSTRUCTION.
2. THIS DRAWING IS A PART OF A COMPLETE SET OF BID DOCUMENTS, SPECIFICATIONS, ADDITIONAL DRAWINGS, AND EXHIBITS, UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED FOR CONSTRUCTION PURPOSES WITHOUT EXAMINING ALL DRAWINGS AND UTILITIES ON SITE, AND REVIEWING ALL RELATED DOCUMENTS.
3. THE LOCATION OF THE ALL UNDERGROUND UTILITIES ARE LOCATED ON THE ENGINEERING DRAWINGS FOR THIS PROJECT. THE MOST CURRENT REVISION IS HERE IN MADE PART OF THIS DOCUMENT. UNDERGROUND UTILITIES EXIST THROUGHOUT THIS SITE AND MUST BE LOCATED PRIOR TO ANY CONSTRUCTION ACTIVITY. WHERE UNDERGROUND UTILITIES EXIST, FIELD ADJUSTMENT MAY BE NECESSARY AND MUST BE APPROVED BY A REGISTERED PROFESSIONAL ENGINEER OR LANDSCAPE ARCHITECT. THE LANDSCAPE ARCHITECT ASSUMES ANY RESPONSIBILITY WHATSOEVER. IN RESPECT TO THE CONTRACTORS ACCURACY IN LOCATING THE INDICATED PLANT MATERIAL, AND UNDER NO CIRCUMSTANCES SHOULD THE CONTRACTOR BE HELD LIABLE FOR REFERRING THE ABOVE MENTIONED DOCUMENTS.

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A QUALIFIED IRRIGATION CONTRACTOR.
2. THE IRRIGATION SYSTEM SHALL TOP OFF BUILDING'S POTABLE WATER SERVICE AFTER THE WATER METER, BEFORE BUILDING'S DOUBLE CHECK VALVE.
3. THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
4. ALL NON-TURF-SOED PLANTED AREAS WILL BE DRIP IRRIGATED. TURF SOED/SOED SHALL RECEIVE POP-UP SPRAY IRRIGATION FOR HEAD TO HEAD COVERAGE.
5. ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A SINGLE HYDROZONE TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
6. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE MOST ADVANCED DESIGN AND TECHNOLOGY AVAILABLE. MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTARY AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND SMART CONTROLS OR REMOTE CONTROLLED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.

1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOIL, SEEDED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE COMPLETION AND ACCEPTANCE OF THE LANDSCAPE. IF REPLACEMENT AT HIS OWN EXPENSE, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
2. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A NEAT, CLEAN, AND HEALTHY CONDITION FOR A PERIOD OF 90 DAYS. THIS SHALL INCLUDE: FERTILIZING, PRUNING, MOWING AND AERATION OF LAWNS, WEEDING, REPLACEMENT OF MULCH, REMOVAL OF LITTER, AND THE APPROPRIATE MAINTENANCE OF ALL PLANTS AND IRRIGATION SYSTEMS. THE CONTRACTOR SHALL MAINTAIN IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON AND TO MAXIMIZE WATER CONSERVATION. IF SITE OPENS DURING WINTER, TO AVOID FURTHER DAMAGE ON THE SITE, THE 90 DAYS SHOULD BEGIN AFTER ACCEPTANCE OF THE WORK.
3. DURING THE LANDSCAPE MAINTENANCE PERIOD, THE LANDSCAPE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES IN ALL LANDSCAPE AREAS AT THE MINIMUM SLOPE SPECIFIED IN THE LOCAL MUNICIPAL, REGIONAL, LANDSCAPE AREAS WHICH SETTLE AND CREATE THE POTENTIAL FOR PONDING SHALL BE REPAIRED TO ELIMINATE PONDING POTENTIAL AND BLEND IN WITH THE SURROUNDING GRADES. SHOULD ANY CONFLICTS OR DISCREPANCIES BE NOTICED BY THE CONTRACTOR, THE CONTRACTOR SHALL REPORT THE GRADING PLANS, THESE NOTES, AND ACTUAL CONDITIONS. THE CONTRACTOR SHALL IMMEDIATELY BRING THESE ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.

KING SOOPERS FUELING FACILITY EXPANSION	
LANDSCAPE PLAN AND NOTES	
NAME OF APPLICATION:	KING SOOPERS FUELING FACILITY EXPANSION
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN AMENDMENT
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	NOVEMBER 17, 2017
REVISION DATE:	APRIL 26, 2018
REVISION DATE:	
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REVISION DATE:	
SHEET 11 OF 14	

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FINAL DEVELOPMENT PLANS
KING SOOPERS
FUELING CENTER #105

COLORADO BLVD & FIRESTONE
FIRESTONE, CO

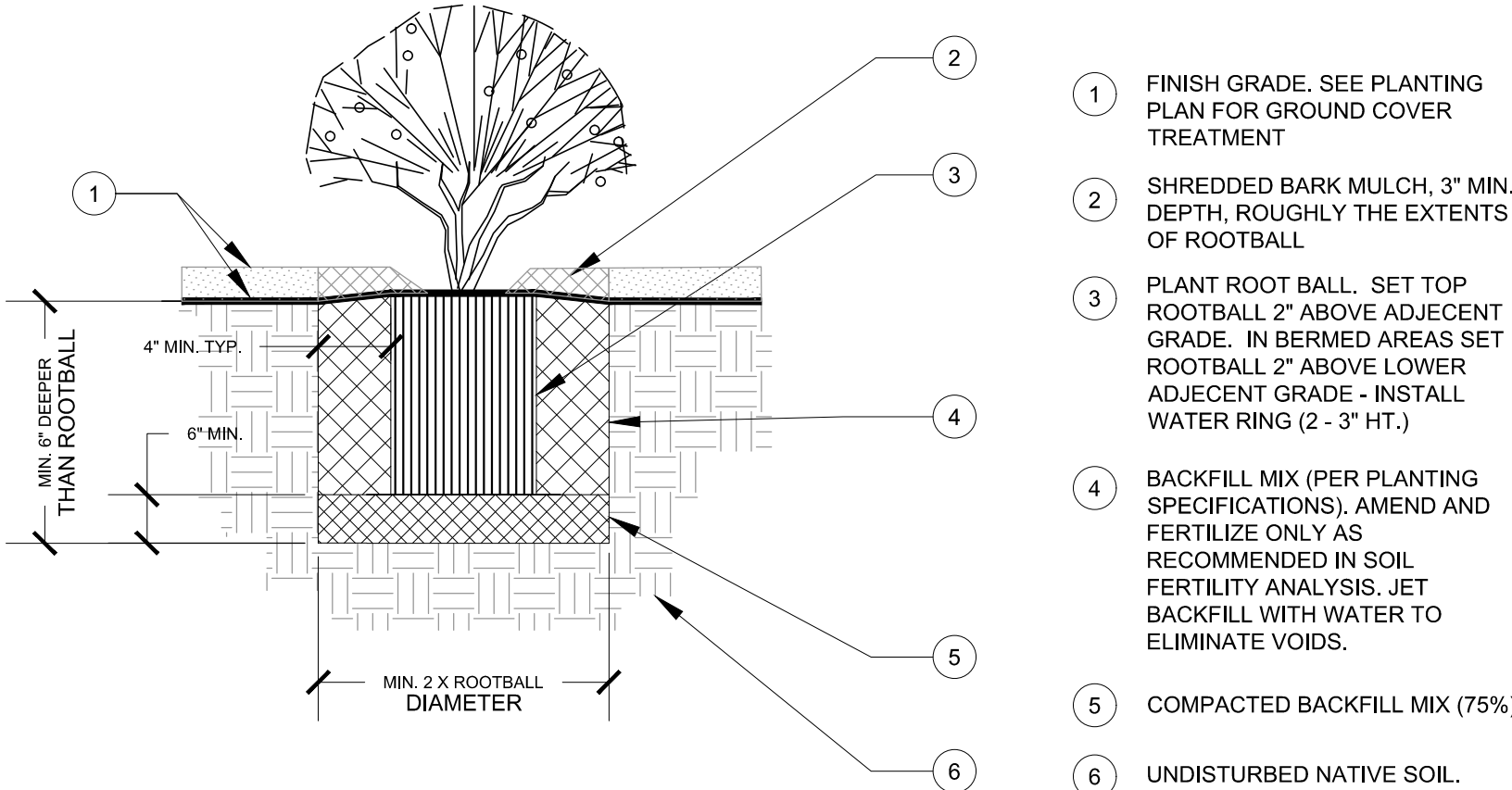
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FDP-11

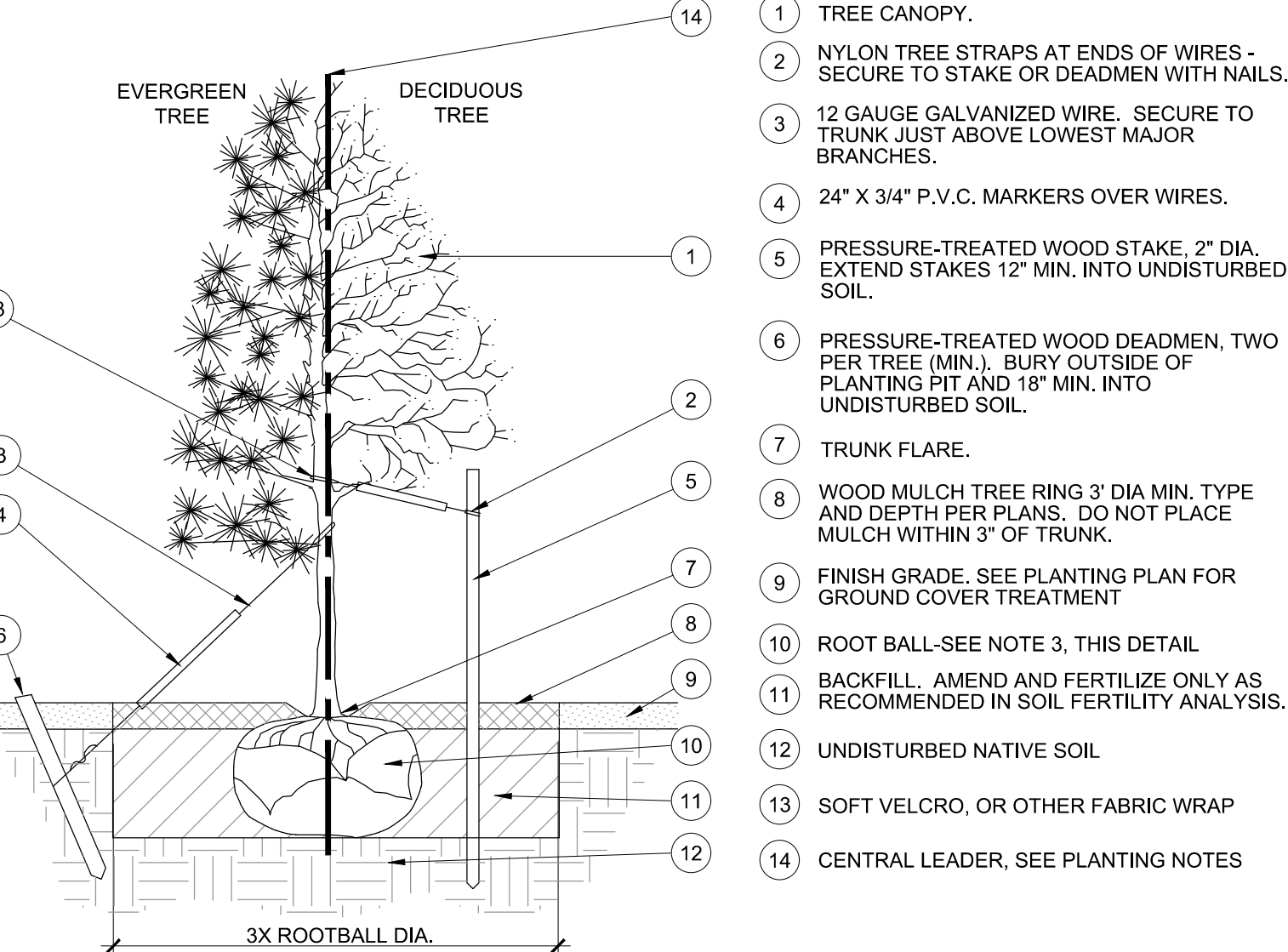
FINAL DEVELOPMENT PLAN

SOOPERS FUELING FACILITY EXPANSION

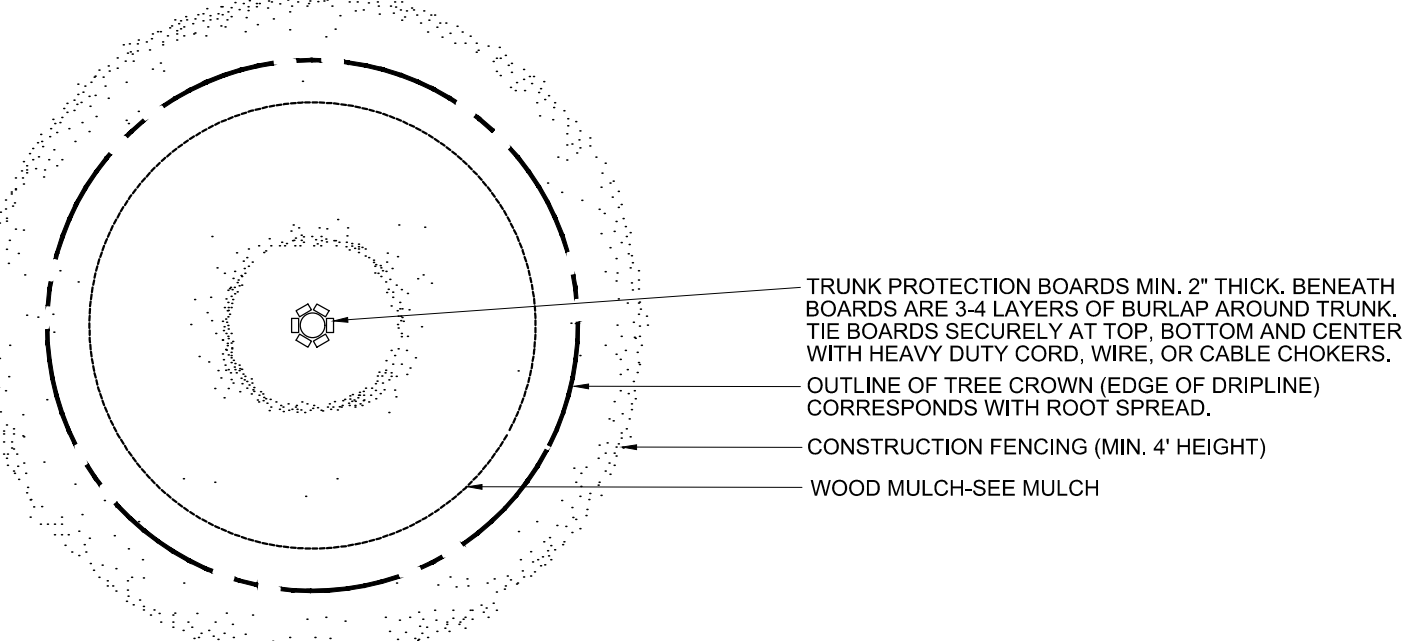
ADDITIONAL DEVELOPMENT TO THE KING SOOPERS FUELING FACILITY FDP &
ADDITIONAL DEVELOPMENT TO A PORTION OF HIGH PLAINS MARKETPLACE FDP
TOWN OF FIRESTONE
WELD COUNTY, STATE OF COLORADO
SHEET 12 OF 14



1) SHRUB AND PERENNIAL DETAIL
SCALE: NOT TO SCALE



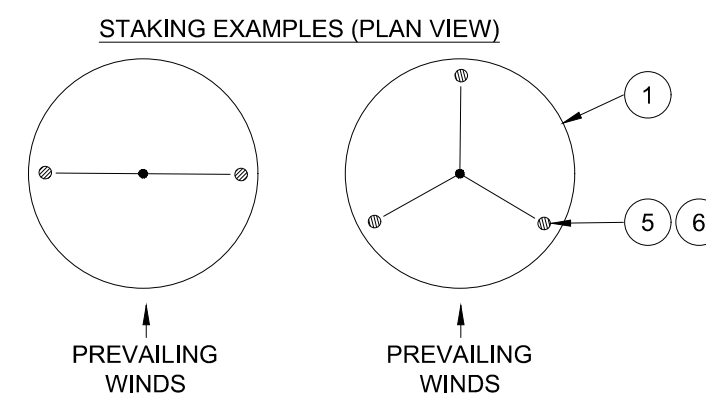
2 TREE PLANTING DETAIL
SCALE: NOT TO SCALE



3 TREE PROTECTION DETAIL

TREE PROTECTION NOTES:

1. USE TOWN OF FIRESTONE TREE PROTECTION NOTES, TREE PROTECTION NOTES BELOW SHALL BE USED FOR TEMPORARY INTERSECTION.
2. "PROTECTED ZONE" FOR EXISTING TREES, BEFORE BEGINNING ANY DEMOTION OR CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL INSTALL TEMPORARY FENCING AROUND ALL EXISTING TREES WITHIN THE CONSTRUCTION ZONE THAT ARE TO BE SAVED. THE FENCE SHALL BE INSTALLED NO CLOSER TO THE TREE THAN THE EDGE OF THE TREE'S PROTECTED ZONE, GENERALLY DEFINED AS THE AREA BEGINNING FIVE FEET OUTSIDE OF THE TREE'S DRUPLINE AND EXTENDING TOWARDS THE TREE (OR AS FAR AWAY FROM THE TRUNK AS PRACTICABLE). THE FENCING SHALL BE OF A MATERIAL AND HEIGHT ACCEPTABLE TO THE LANDSCAPE ARCHITECT. ALL CONTRACTORS AND THEIR CREWS SHALL NOT BE ALLOWED INSIDE THIS "PROTECTED ZONE" NOR SHALL THEY BE ALLOWED TO STORE OR JUMP FROG OVER MATERIAL WITHIN THIS ZONE. NO WORK OF ANY KIND INCLUDING TRENCHING, SHALL BE ALLOWED WITHIN THE PROTECTED ZONE EXCEPT AS DESCRIBED BELOW. THE FENCING SHALL REMAIN AROUND EACH TREE TO BE SAVED UNTIL THE COMPLETION OF CONSTRUCTION OPERATIONS.
3. TEMPORARY MULCH: TO ALLEVATE SOIL COMPACTION IN ANTICIPATED AREAS OF HIGH CONSTRUCTION TRAFFIC, AND ONLY WHERE FENCING CANNOT BE SET FIVE FEET OUTSIDE OF THE DRUPLINE, THE CONTRACTOR SHALL INSTALL A LAYER OF MULCH 8'-12" THICK, OVER ALL EXPOSED EARTH FROM THE TREE TRUNK TO 5' OUTSIDE OF THE DRUPLINE. THIS MULCH SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. WHEN PLANTING OPERATIONS ARE COMPLETED, THE MULCH SHALL BE REDISTRIBUTED THROUGHOUT ALL PLANTING AREAS IN A 3" THICK "PERMANENT" MULCH LAYER.
4. NECESSARY WORK: WHEN IT BECOMES NECESSARY TO ENTER THE "PROTECTED ZONE", SUCH AS FOR FINE GRADING, IRRIGATION INSTALLATION, AND PLANTING OPERATIONS, THE CONTRACTOR SHALL STRICTLY ADHERE TO THE FOLLOWING RULES:
 - A. EVERY EFFORT SHALL BE MADE TO PRESERVE THE EXISTING GRADE AROUND PROTECTED TREES IN AS WIDE AN AREA AS POSSIBLE.
 - B. TRENCHING WITHIN THE PROTECTED ZONE OF EXISTING TREES SHALL BE PERFORMED BY HAND, AND WITH EXTREME CARE NOT TO SEVER ROOTS 1-1/2" IN DIAMETER AND LARGER. WHERE ROOTS 1-1/2" IN DIAMETER AND LARGER ARE ENCOUNTERED, THE CONTRACTOR SHALL TUNNEL UNDER AND SAVED ROOTS. EXPOSED ROOTS THAT HAVE BEEN TUNNELED UNDER SHALL BE WRAPPED IN WET BURLAP AND KEPT MOIST WHILE THE TRENCH IS OPEN.
 - C. WHERE ROOTS 1-1/2" IN DIAMETER OR LARGER MUST BE CUT DUE TO EXTENSIVE GRADE CHANGES, THOSE ROOTS MUST BE EXPOSED BY HAND DIGGING AND CUT CLEANLY. RAGGED CUTS GENERALLY DO NOT HEAL PROPERLY, AND MAY LEAVE THE TREE OPEN TO PESTS AND PATHOGENS.
 - D. WHERE TRENCHING NEAR TREES HAS ALREADY OCCURRED BEFORE PREVIOUS CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL MAKE EVERY EFFORT TO CONFINES HIS TRENCHING OPERATIONS TO THE PREVIOUSLY-CREATED TRENCHES, WHILE ADHERING TO THE CONDITIONS SET FORTH IN 3B.
5. POTENTIAL CONFLICTS: THE CONTRACTOR SHALL NOTIFY THE OWNER AND ARBORIST SHOULD ANY POTENTIAL CONFLICTS ARISE BETWEEN THESE SPECIFICATIONS AND/OR LARGE ROOTS ENCOUNTERED IN THE FIELD, AND CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL NOT TAKE ANY ACTION IN SUCH CONFLICTS WITHOUT THE ARBORIST'S WRITTEN APPROVAL. THE ARBORIST SHALL HAVE FINAL AUTHORITY OVER ALL SUCH CONDITIONS NECESSARY TO HELP ENSURE THE PROTECTION AND SURVIVAL OF EXISTING TREES.
6. PRUNING: PRUNE ONLY THE TREES THAT ARE INDICATED ON THE PLANS AS REQUIRING PRUNING. PRUNE TREES ACCORDING TO INTERNATIONAL SOCIETY OF ARBORICULTURE / ANSI A300 STANDARDS:
 - A. REMOVE ALL DEAD WOOD.
 - B. PRUNE LIVE WOOD FOR HEALTH OR STRUCTURAL REASONS ONLY, INCLUDING THE NEED TO ELIMINATE DISEASED OR DAMAGED GROWTH, ELIMINATE STRUCTURALLY UNSOUND GROWTH, REDUCE THE POTENTIAL FOR WIND TOPPLING OR WIND DAMAGE, OR TO MAINTAIN GROWTH WITHIN LIMITED SPACE. DO NOT REMOVE MORE THAN 25% OF ANY TREE'S LIVE FOLIAGE IN ANY ONE GROWING SEASON. PRUNE ONLY TO INTERNATIONAL SOCIETY OF ARBORICULTURE/ANSI A300 STANDARDS, AND ONLY UNDER THE DIRECT SUPERVISION OF A CERTIFIED ARBORIST.
 - C. FINAL CUTS SHALL BE MADE JUST OUTSIDE THE SHOULDER RING AREA. EXTREMELY FLUSHED CUTS WHICH PRODUCE LARGE WOUNDS SHALL NOT BE MADE.
 - D. ALL TRIMMING CUTS SHALL BE PERFORMED IN SUCH A MANNER AS TO PROMOTE THE NATURAL GROWTH AND SHAPE OF EACH TREE SPECIES.
 - E. IMPROPER PRUNING METHODS INCLUDING, BUT NOT LIMITED TO, "TOPPING", "TIPPING", "HEADING BACK", "DEHORNING", AND "LONTRAILING" WILL NOT BE ALLOWED. THE CONTRACTOR SHALL PAY FOR ALL WORK NECESSARY TO CORRECT SUCH PRUNING WHEN PERFORMED BY HIS CREWS OR SUBCONTRACTORS.
 - F. SHOULD THE CONTRACTOR REQUIRE MORE INFORMATION, THE CONTRACTOR SHALL CONTACT THE ISA AT (217) 355-9411 FOR A COPY OF THE ANSI A300 PRUNING STANDARDS. CONTRACTOR SHALL ADHERE TO THE METHODS AND PRACTICES SET FORTH IN THIS DOCUMENT.
6. LANDSCAPE AND IRRIGATION (NATIVE TREES ONLY): ANY FUTURE LANDSCAPE AND IRRIGATION SHOULD ADHERE TO THE FOLLOWING GUIDELINES:
 - A. NO IRRIGATION OR PLANTING SHOULD OCCUR CLOSER THAN 8'-10" FROM THE TRUNK.
 - B. WHERE IRRIGATION DOES OCCUR WITHIN THE PROTECTED ZONE, DRIP IRRIGATION SHOULD BE USED WHEREVER POSSIBLE. ADDITIONALLY, ONLY PLANTS WITH LOW WATER NEEDS SHOULD BE PLANTED WITHIN THE PROTECTED ZONE. PLANTS OR PLANTING AREAS FAR AWAY FROM CLOSE TO THE TREE, PLANTS MAY BE SPACED CLOSER TOGETHER NEAR THE EDGE OF THE PROTECTED ZONE.



KING SCOOPERS FUELING FACILITY EXPANSION	
LANDSCAPE NOTES AND DETAILS	
NAME OF APPLICATION:	KING SCOOPERS FUELING FACILITY EXPANSION
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN AMENDMENT
FILING NUMBER:	
PHASE NUMBER:	
PREPARATION DATE:	NOVEMBER 17, 2017
REVISION DATE:	APRIL 26, 2018
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
SHEET 12 OF 14	



King Soopers
Supermarket / Petroleum
 10 Firestone Blvd
 Firestone, CO 80504
 Phone (303) 682-4160

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 VIOLATIONS AND INFRINGEMENTS WILL
 BE ENFORCED AND PROSECUTED.

KING SOOPERS
FUELING CENTER #105

COLORADO BLVD & FIRESIDE BLVD
FIRESTONE, CO

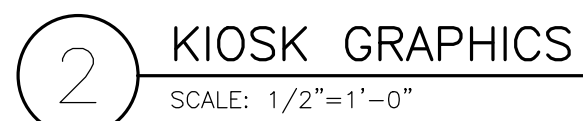
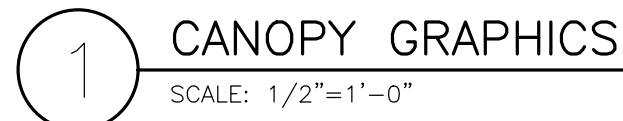
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Project No:	KSF0000105.01
Drawn By:	ACP
Checked By:	TDN
Date:	NOV 2017

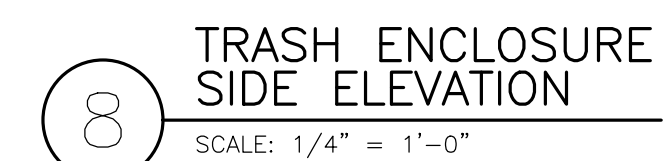
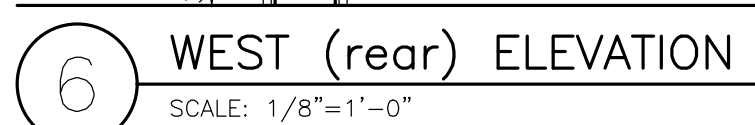
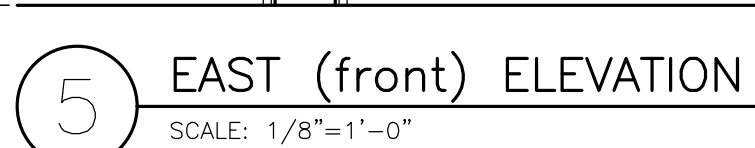
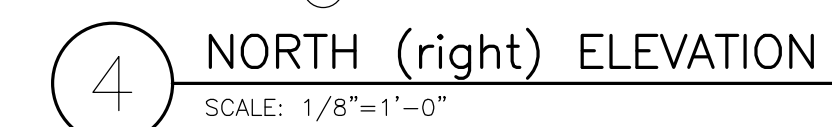
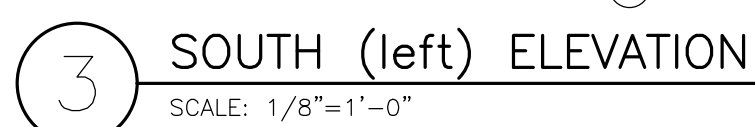
LANDSCAPE DETAILS
AND NOTES

FDP-12

Galloway
Planning. Architecture. Engineering.
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303.770.8884 O
www.gallowayUS.com
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EQUIPMENT SCHEDULE ○						
ITEM	DESCRIPTION	COLOR	MANUFACTURER	MODEL	FURNISHED BY	INSTALLED BY
A	NOT USED					
B	NOT USED					
C	NOT USED					
D	NOT USED				OWNER	
E	NOT USED					
F	CANOPY FASCIA	SANDSTONE			CANOPY FABRICATOR	CANOPY FABRICATOR
G	CANOPY FASCIA	OYSTER			CANOPY FABRICATOR	CANOPY FABRICATOR
H	LOGO – NON-ILLUMINATED (28.0" H x 37.5" W)		CUMMINGS SIGNS		OWNER	GENERAL CONTRACTOR
I	PRE-CUT BLACK VINYL ADDRESS DECALS PER LOCAL AUTHORITY SPECIFICATIONS, IF REQUIRED				GENERAL CONTRACTOR	GENERAL CONTRACTOR
J	NOT USED	RED WITH WHITE LETTERS				
K	KIOSK FASCIA	SANDSTONE			KIOSK FABRICATOR	KIOSK FABRICATOR
L	KIOSK FASCIA	OYSTER			KIOSK FABRICATOR	KIOSK FABRICATOR
M	CANOPY				CANOPY FABRICATOR	CANOPY FABRICATOR
N	6" DIAMETER BOLLARD – G.C. TO PAINT	SAFETY RED			GENERAL CONTRACTOR	GENERAL CONTRACTOR
O	NOT USED					
P	KIOSK – PREFABRICATED – STUCCO & MASONRY VENEER BY G.C.	STUCCO MASONRY WAINSCOT			KIOSK FABRICATOR	GENERAL CONTRACTOR
Q	DISPENSER		WAYNE		OWNER	GENERAL CONTRACTOR
R	ISLAND FORMS		RIVERSIDE		OWNER	GENERAL CONTRACTOR
S	CANOPY COLUMNS – G.C. TO PAINT	SW7531 CANVAS TAN "OYSTER"			CANOPY FABRICATOR	CANOPY FABRICATOR
T	U-SHAPED BOLLARD – G.C. TO PAINT, 3'-0" IN HEIGHT	SAFETY RED		RIVERSIDE	OWNER	GENERAL CONTRACTOR
U	PRICE SIGN – LED, SEE DETAIL B, THIS SHEET		LANDMARK SIGN ALLIANCE		OWNER	SIGN INSTALLER
V	ILLUMINATED CHANNEL LETTERS		CUMMINGS SIGNS		OWNER	SIGN INSTALLER
W	WASTE RECEPTACLE/WINDSHIELD SERVICE CENTER		DCI MARKETING		OWNER	GENERAL CONTRACTOR
X	ILLUMINATED LOGO SIGN		CUMMINGS SIGNS		OWNER	SIGN INSTALLER
Y	PUMP NUMBER FLAG				CANOPY FABRICATOR	GENERAL CONTRACTOR
Z	NOT USED					



KING SOOPERS FUELING FACILITY EXPANSION	
EXTERIOR ELEVATIONS & SIGNAGE	
NAME OF APPLICATION:	KING SOOPERS FUELING FACILITY EXPANSION
TYPE OF SUBMITTAL:	FINAL DEVELOPMENT PLAN AMENDMENT
FILING NUMBER:	
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PREPARATION DATE:	NOVEMBER 17, 2017
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REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
	SHEET 13 OF 14

FINAL DEVELOPMENT PLANS
KING SOOPERS
FUELING CENTER #105
COLORADO BLVD & FIRESTONE BLVD
FIRESTONE, CO

[illegible]

Project No:	KSF0000105.01
Drawn By:	
Checked By:	
Date:	NOV 2017

EXTERIOR ELEVATIONS & SIGNAGE

FDP-13

RESOLUTION NO. 18-26

**A RESOLUTION APPROVING A FINAL PLAT FOR HIGH PLAINS MARKETPLACE,
REPLAT NO. 1 AND A FINAL DEVELOPMENT PLAN FOR KING SOOPERS FUELING
FACILITY EXPANSION**

WHEREAS, there has been submitted to the Planning and Zoning Commission and Board of Trustees of the Town of Firestone a request for approval of a final plat for High Plains Marketplace, Replat No. 1 and a final development plan for the King Soopers Fueling Facility Expansion, which amends the final development plans for High Plains Marketplace and the King Soopers Fueling Facility; and

WHEREAS, all materials related to this application have been reviewed by Town Staff and found with conditions to be in compliance with Town of Firestone subdivision and zoning ordinances, Development Regulations, and related Town ordinances, regulations, and policies; and

WHEREAS, the Firestone Planning and Zoning Commission held a properly noticed public hearing on the application, and has forwarded to the Board of Trustees a recommendation of approval with conditions; and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Board of Trustees finds the proposed final plat and final development plan should be approved, subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Final Plat for High Plains Marketplace, Replat No. 1 and the Final Development Plan for King Soopers Fueling Facility Expansion are hereby approved, subject to the conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED this 25th day of July, 2018.

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

EXHIBIT A
Conditions of Approval
High Plains Marketplace, Replat No. 1
King Soopers Fueling Facility Expansion Final Development Plan

General

1. Execute water meter easement in form to be approved by the Town Engineer and Town Attorney.

Replat

2. Provide a title commitment dated no later than thirty (30) days prior to submitting mylars for recording.

3. Label the newly-created lot with a new lot number, as directed by the Town Engineer.

4. Provide Owner's contact name and email address.

5. On the Vicinity Map, make the existing limits of the Town of Firestone a different line type for clarity.

6. Address redlines from the Town Engineer.

FDP-- General

7. Include an Irrigation Plan and associated details and notes within the final development plan.

8. Remove contractor specific notes or update to state "The Developer will. . . ." within the following note sections:

- a. Soil Import Notes on Sheet 6
- b. General Notes on Sheet 7
- c. Utility Notes on Sheet 8
- d. Planting Notes on Sheet 11
- e. Tree Protection Notes on Sheet 12
- f. Contractor note within box on Sheets 13 and 14.

9. Address redlines from the Town Engineer.

10. Provide complete Traffic Compliance Letter for review by the Town Engineer.

11. Modify Drainage Compliance Letter and calculations as directed by the Town Engineer.

FDP – Sheet 1 (Cover Sheet)

12. On Sheet 1, revise the legal description to reflect the new lot number created by the replat.

FDP – Sheet 2 (Narrative)

13. Update the Utilities and Zoning and Allowed Uses sections with the replat legal description (do not reference “Lot 1 & 2”).

14. Include a plan expiration statement in the Development Schedule (required by Section 10.5.20 of the Development Regulations), to read as follows: “This Final Development Plan will expire if the property is not developed in accordance with its term within three (3) years of the date of Town Board approval.”

15. Within the Controls section, revise the first sentence to read as follows: “The Declaration of Reciprocal Easements and Restrictions were *provided to* the Town of Firestone....”

FDP – Sheet 5 (Site Plan)

16. Provide information on bordering property names and land uses, along with reception numbers of recorded plats.

FDP – Sheet 11 (Landscape Plan and Notes)

17. Remove existing landscape hatch over the pedestrian ramp.

18. Remove Fountain Grass plant symbol from within the parking lot asphalt area.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.b.

Discussion/Action

Meeting Date: July 25, 2018

Initiated By:

Dept: Legal

AGENDA TITLE

Ordinance 939: AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ADAMS BANK & TRUST FOR THE LEASE OF OFFICE SPACE LOCATED AT 8308 COLORADO BOULEVARD

SUMMARY

Four years ago, the Town entered into a lease agreement to lease office space in the Adams Bank Building in order to meet the Town's need for additional office space. Key considerations were (i) appropriate pricing; (ii) availability over a three- to five-year term; (iii) proximity to Town Hall; and (iv) size and space that allowed for logical housing of Town departments/service functions occupying the leased space. With these factors in mind, on June 25, 2014, the Town entered into a lease agreement with Adams Bank & Trust to lease 2,350 square feet on the second floor of the Bank's building at 8308 Colorado Boulevard.

Adams Bank & Trust has proposed a new Lease Agreement (attached), which provides the Town with more flexibility regarding the term, with an increase in the rental rate. The new Lease Agreement is proposed to begin August 1 with a two-year base term at \$21.50/square foot (\$4,210.00 per month) and has two one-year renewal options for \$22.50/square foot. The current lease with Adams Bank & Trust has a three-year base term for \$20.50/square foot and a one-time, two-year renewal for \$21.50/square foot. The new lease thus provides the Town with year-by-year options for continuing leasing office space after August 2018, which allows flexibility should the new police facility be approved and constructed at that time.

The pricing is inclusive of all utilities and other Lessor costs so there is not a separate, additional charge for these items. The Bank will continue to provide access to the first floor conference space and kitchen for Town meetings. The lease provides that the Town will have entry and premises signage as well as the opportunity for a monument or wall sign. The Town will also have seven designated parking spaces in addition to general use of undesignated spaces in the building parking lot.

HISTORY AND PREVIOUS BOARD ACTION

On August 10, 2016 the Board approved by Ordinance the Lease Agreement with Adams Bank & Trust for the same office space & on June 25, 2014, the Board approved Ordinance 847.

RECOMMENDATION

Staff recommends that the Board adopt a motion to approve the attached Ordinance 939, approving a lease agreement between the Town and Adams Bank & Trust for the lease of office space at 8308 Colorado Boulevard.

ALTERNATIVES

Provide staff with additional direction.

ATTACHMENTS

1. ABT-FS - Town of Firestone - 08.01.18
2. Ord 939 - Adams Bank Lease 2018.ord

FINANCIAL CONSIDERATIONS

As noted above, the proposed Lease Agreement proposes a two-year base term at \$21.50/square foot (\$4,210.00 per month) with a renewal option at \$22.50/square foot (\$4,407.00). The pricing is inclusive of all utilities and other Lessor costs so there is not a separate, additional charge for these items. As required for TABOR compliance, the Town's payment obligations under the lease are expressly subject to annual appropriation.

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into by and between the following parties and upon the following terms and conditions:

(1) Parties

The parties to this Agreement, hereinafter referred to as LANDLORD and TENANT, respectively are:

1.1 LANDLORD: Adams Bank & Trust

1.2 TENANT: Town of Firestone

(2) Premises

Landlord hereby leases to TENANT the following described real property situated in Weld County, Colorado, to wit:

That portion of a certain commercial building which is known as 8308 Colorado Boulevard (WCR 13) in the Town of Firestone, Colorado, more specifically designated as Suites 214, 215, 216, 217, 218, 219, 220, 221 & 223 totaling approximately 2,350 square feet.

(3) Term

The term of this lease shall be as follows:

3.1 Date of Beginning of Base Term: August 1, 2018

3.2 Date of Termination of Base Term: Two years from Beginning of Base Term, July 31, 2020.

3.3 Term of Extension Option: TENANT shall have two one-year options to extend the term of this lease. The first option may be exercised by written notice to LANDLORD provided one hundred twenty (120) days prior to expiration of the Base Term. The second option may be exercised by written notice to LANDLORD provided one hundred twenty (120) days prior to the expiration of the first optional term. The option shall be extended using an adjustment in rent to the base of \$4,407.00 (\$22.50/sq. ft.). After the two-year Base Term, the adjustment in rent would reflect an increase of \$1.00/sq. ft. to \$4,602.00 (\$23.50/sq. ft.) for each of the additional one-year periods.

(4) Rental

The rental to be paid by TENANT to LANDLORD, the place of payment of the same and the dates of the payment of the same shall be: The First of every month, in the sum of \$4,407.00.

- 4.1 Amount of Base Rental: For twenty four (24) months the sum of \$105,768.00, payable at \$4,407.00 per month. During any of the two optional periods, rent shall be adjusted to \$4,602.00 per month. Previously, LANDLORD received a security deposit of \$4,015.00, which is acknowledged by LANDLORD.
- 4.2 Place of payment: Adams Bank & Trust, 8308 Colorado Boulevard (WCR 13), Suite 100, Firestone, Colorado 80504-6801, or such other place as LANDLORD may designate to TENANT.
- 4.3 Dates of payments: The first day of each month during the Base Term and any extension granted hereunder.

(5) Repair of Alteration

- 5.1 TENANT accepts possession of said premises in the same condition effective on the date of beginning of Base Term, as heretofore stated in clause 3.1. LANDLORD shall have no obligation for alteration or repair of the same.
- 5.2 Effective on the date of beginning of Base Term, as heretofore stated in clause 3.1, the TENANT shall not have the right to make alteration or structural changes in or upon said premises without the prior written consent of the LANDLORD.

(6) Utilities

- 6.1 The expense of all utilities servicing said premises shall be paid by LANDLORD, at no expense to TENANT.

(7) Maintenance of Premises

- 7.1 LANDLORD will at no cost to TENANT maintain all plumbing, air-conditioning, heating and other interior improvements during the term of this lease and any extension thereof. LANDLORD shall be responsible for the maintenance of the exterior of said building. The TENANT will at its expense maintain the janitorial services of the leased premises. The TENANT shall be responsible for all its ancillary expenses (such as coffee, tea, and food) that are incurred within its leased space or common areas of the building (except for the bathrooms).
- 7.2 LANDLORD shall at no cost to TENANT maintain in good repair all exterior parts of the demised premises including but not limited to the roof, exterior walls, foundations, support of floors, ceilings, drain spouts, sidewalks, driveways, window casing and frames, plate glass therein (unless breakage thereof is due to negligence of TENANT, its employees or customers while working inside the building), doors and door frames and casings and all hardware thereon, underground plumbing, water lines, gas lines and electrical lines. The LANDLORD shall be solely responsible for all structural defects and damage. The TENANT shall be solely responsible for the decoration of the interior of said leased premises in such manner, as it may deem suitable for its occupancy, with LANDORD approval.
- 7.3 All personal property in the leased premises shall be at the risk of the TENANT only and the LANDLORD shall not be or become liable for any damage to personal

property, to said premises or to said TENANT or to any other persons or property caused by water leakage, steam, sewerage, gas or odors or for any damage whatsoever done or occasioned by or from any boiler, plumbing, gas, water, steam or other pipes or any damage occasioned by water, snow, or ice being upon or coming through the roof, skylight, trapdoor, or otherwise, or for any occupants, or employees of the building in which the leased premises are situated or arising by reason of the use or any defect in the said building or any of the fixtures, equipment, or appurtenances therein, or by the act or neglect of LANDLORD or caused in any other manner whatsoever, unless the same shall be directly attributable to the negligence of LANDLORD or LANDLORD's agents.

- 7.4 In the event the improvements or any part thereof shall be destroyed or damaged by fire, superior forces or any other unavoidable casualty, and the operation of the TENANT'S business is materially interfered with, then an adjusted and proportionate part of the rents hereby reserved shall abate during such time as said premises are unfit for occupancy. In the event of damage to said premises from any cause whatever rendering the same totally untenable (defined as such loss as shall result in insurance reimbursement of 50% or more of the insurance coverage maintained upon said premises or the building in which they are situated) this lease shall be considered terminated and at an end. Provided, however, that, LANDLORD may, instead, elect to reconstruct said premises, in which event all provisions of this agreement shall continue in force, provided such option is exercised by notice in writing given to TENANT within 30 days of the date of such loss. In the event LANDLORD exercises said option, repair of said premises shall be proceeded with as promptly after the exercise of said option as possible and shall be continuously and expeditiously pursued. No rental shall be payable from TENANT during such period while said premises remaining untenable.
- 7.5 There is established around and adjacent to the leased premises parking facilities containing **44** parking spots, seven (7) of which shall be assigned specifically to the TENANT for use by TENANT'S officers, staff, guests or invitees during the term of this lease and any extension. The LANDLORD at its expense will sign these seven (7) spaces as "Reserved – Town of Firestone." LANDLORD further agrees it will maintain throughout the term of this lease and any extension no less than seven (7) unreserved spaces available in the adjacent east parking lot for general use. LANDLORD will determine location of TENANT staff parking. LANDLORD will bear the expense of snow removal and parking lot maintenance.
- 7.6 Signage space will be available to the TENANT in the front entrance of the building, and on its office doors. The cost of the signage is the sole responsibility of the TENANT. LANDLORD will also provide TENANT space for an exterior wall or monument sign, which shall be subject to LANDLORD'S approval and the cost of which is the sole responsibility of the TENANT.

(8) Inspection

- 8.1 LANDLORD shall have the right to go upon said premises at reasonable times and hours and inspect the same, for the purpose of ascertaining compliance with the terms of this agreement by TENANT and for undertaking any repair which is the obligation of LANDLORD.

(9) Claims of Third Parties

- 9.1 To the extent permitted by law, TENANT shall indemnify LANDLORD and hold LANDLORD harmless from any and all claims of third parties arising from the conduct of TENANT upon said premises or the management of the business conducted by TENANT upon said premises, or otherwise arising by reason of any alleged negligence of TENANT and TENANT'S officers or employees. Any damage to said premises or the building in which the same are situated resulting from the negligence of TENANT, or TENANT'S officers or employees shall be the liability of TENANT to LANDLORD, or shall be repaired by TENANT.

(10) Use of Premises

- 10.1 TENANT shall utilize said premises for the operation of the Town of Firestone professional offices, and related activities associated therewith, and for no other purpose without the written consent of LANDLORD; and TENANT shall neither engage in nor permit any activity thereon in violation of the ordinances of the Town of Firestone, or the laws of the State of Colorado and shall otherwise in its occupancy of said building, comply in all respects with the governing statutes and ordinances including the prompt removal of all obstructions or hazards of any nature from the sidewalk and all parking areas on the premises; neither will TENANT utilize said premises for any purpose which would result in the increase of the rate of insurance thereon or for any purpose tending to injure the reputation of the premises or the LANDLORD or to disturb tenants of adjoining premises or to otherwise create a nuisance in the neighborhood.
- 10.2 TENANT further agrees not to allow or participate in any banking service or sale of any securities, except such activities as are incident to the Town's municipal operations.

(11) Assignment

- 11.1 This lease and the agreements herein contained may be assigned by LANDLORD or utilized as security by LANDLORD without the consent of TENANT. TENANT may not assign, sublet or permit occupancy of said premises by third persons without the prior written consent of LANDLORD.

(12) Liability of Landlord

- 12.1 LANDLORD shall not be liable to TENANT for any damage occasioned to the property of TENANT from the water, electricity or gas supplied to said premises or otherwise, in any manner, from the plumbing thereof, or from fire, structural failure or loss from natural causes sustained upon said premises, unless the same shall be directly attributable to the negligence of LANDLORD or LANDLORD'S agents.

(13) Insurance

- 13.1 TENANT shall carry such insurance upon the interior of said premises and for any damage inflicted to said building by an instrumentality or equipment utilized in said building and under the control of TENANT; and LANDLORD shall maintain such insurance upon said building, insuring the same against the common risks.
- 13.2 TENANT shall carry general liability insurance with aggregate limits of \$100,000.00 for one accident and \$1,000,000.00 as a maximum, and said insurance shall contain the name LANDLORD as an additional insured, as the same relates to the leased premises or the use and utilization of the subject premises by TENANT and its agents, servants, employees, customers and clients.

(14) Covenants of Landlord

- 14.1 LANDLORD covenants that LANDLORD is the owner in fee of the premises forming the subject matter of this lease and that TENANT shall have peaceful and quiet enjoyment of said premises throughout the term of this lease.

(15) Bankruptcy

- 15.1 If TENANT shall become insolvent or make an assignment for the benefit of creditors or file a petition in bankruptcy, or seek the benefit of any bankruptcy, composition with creditors or insolvency law, or if the TENANT shall be adjudged bankrupt or if a receiver or trustee of the TENANT shall be appointed, or this lease shall be operation of law devolve upon or pass to any person other than the TENANT, then in each such case the LANDLORD shall have the right and option to terminate this lease at any time and with or without demand or notice and with or without legal process enter into the demised premises and take possession thereof and may use all force necessary to effect such entry and/or to hold such possession and/or to remove the lessee and/or any person and/or any property from the demised premises.
- 15.2 Nothing herein contained shall create a partnership or joint venture between the LANDLORD and TENANT or render either party in any way responsible for debts, losses or obligations of the other, as the relationship herein created is solely that of LANDLORD and TENANT.

(16) Default

- 16.1 Upon the occurrence of any event of default LANDLORD may, in addition to any other remedy of right given by law, terminate this lease by service of written notice of such termination upon TENANT and thereupon enter upon said leased premises, or any part thereof upon the date specified in such notice and retake possession of said premises.

- 16.2 Each of the following shall be deemed an event of default:

16.2.1 Default in the payment of rental provided herein for a period often (10) days.

16.2.2 Breach by TENANT of any of the covenants or other obligations of TENANT set forth herein, and failure by TENANT to remedy such breach in full upon 15 days notice in writing thereof given by LANDLORD.

16.2.3 Abandonment of said premises by TENANT.

16.2.4 The making of an assignment by TENANT for the benefit of creditors or the filing by TENANT or against TENANT of a petition in bankruptcy, the filing of any petition against TENANT for the foreclosure of any judgment lien against said leasehold, or the levy of any writ of execution upon said leasehold.

16.2.5 Acceptance by LANDLORD of any rental payment after its due date shall not constitute a waiver as to the time of making of future payments.

(17) Payment of Taxes

- 17.1 LANDLORD shall pay all real estate, special assessments and other taxes levied or assessed against the leased premises.
- 17.2 The TENANT shall pay all taxes assessed against personal property placed by it in the demised premises.

(18) Redelivery of Possession

- 18.1 Upon the expiration of the Base Term herein set forth, or any extension thereof, or upon termination of this lease in any manner herein provided, Tenant will surrender possession and occupancy of said premises to LANDLORD without any other or further notice than the terms of this lease.
- 18.2 The security deposit shall be returned to TENANT within thirty (30) days following the expiration or termination of the lease. If LANDLORD proposes to retain any portion of the security deposit, it shall provide notice of same to TENANT and shall return within said 30-day period the undisputed portion of the deposit. The deposit may be used only to cure a TENANT default, after notice and an opportunity to cure as provided in Section 16.

(19) Time of Essence

- 19.1 Whenever any periods of time are provided for in the lease, it is agreed that time is an essential element of the same.

(20) General

- 20.1 This agreement shall extend to and be binding upon the successors and assigns of LANDLORD and of TENANT.
- 20.2 The parties hereto do not intend this Agreement to be a multiple fiscal year financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution, and this Agreement shall be interpreted so as to avoid any such meaning. The parties therefore agree that all obligations of the Firestone Board of Trustees to make payment under this Agreement are subject to annual appropriation by the Board of Trustees. In the event of non-appropriation of funds, TENANT shall provide written notice of same to LANDLORD and this lease shall terminate effective as of the date

stated in such notice. Upon such termination, TENANT will surrender possession and occupancy of said premises to LANDLORD and TENANT shall have no liability for any future rent; however, TENANT shall remain obligated to pay rent for its period of occupancy of the premises, and rent for the final month of occupancy shall be pro-rated at a daily rate if necessary.

- 20.3 LANDLORD shall have no right to relocate or consolidate TENANT, or to otherwise substitute all or any portion of the premises.
- 20.4 TENANT, for no further charge, shall have access to the first floor conference room and kitchen for TENANT meetings, up to ten (10) meetings per month solely during normal bank operating hours. Proposed times of use shall be coordinated through LANDLORD.
- 20.5 The parties understand and agree that the TENANT, a municipal corporation, is relying on, and does not waive or intend to waive by an provision of this Agreement, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

Dated this ____ day of _____, 2018.

Adams Bank & Trust, Landlord

Town of Firestone, Tenant

By: _____

By: _____
Bobbi Sindelar, Mayor

Attest:

By: _____
Leah Vanarsdall, Town Clerk

STATE OF COLORADO)
) SS
COUNTY OF WELD)

On this ____ day of _____, 2018, before me the undersigned, a Notary Public, duly commissioned, qualified and residing in said County, personally came _____, _____ of Adams Bank & Trust, a Nebraska Corporation by me known to be the identical person whose name was affixed to the foregoing instrument in said capacity, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Corporation.

WITNESS my hand and Notarial Seal on the day and year last written above.

Notary Public

[illegible]

On this ____ day of _____, 2018, before me the undersigned, a Notary Public, duly commissioned, qualified and residing in said County, personally came Bobbi Sindelar, Mayor, and Leah Vanarsdall, Town Clerk, by me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Town of Firestone.

WITNESS my hand and Notarial Seal the day and year last written above.

Notary Public

ORDINANCE NO. 939

AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ADAMS BANK & TRUST FOR THE LEASE OF OFFICE SPACE LOCATED AT 8308 COLORADO BOULEVARD

WHEREAS, the Town has the authority to lease property in accordance with applicable law, including but not limited to, C.R.S. § 31-15-101; and

WHEREAS, the Board of Trustees deems it necessary and desirable for the efficient and proper functioning of the Town to lease space to meet the current needs of the Town for professional office space; and

WHEREAS, for such purpose, there has been proposed a lease agreement between the Town and Adams Bank & Trust for the Town to lease approximately 2,350 square feet of professional office space located at 8308 Colorado Boulevard in the Town of Firestone; and

WHEREAS, the Board of Trustees has determined it is in the best interest of the Town to enter into the lease contemplated herein.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Board of Trustees hereby approves a Lease Agreement between the Town of Firestone and Adams Bank & Trust (the “Lease”) for the lease of certain real property located at 8308 Colorado Boulevard (WCR 13) in the Town of Firestone, Colorado, more specifically designated as Suites 214-221 and Suite 223 at said address totaling approximately 2,350 square feet, for use by the Town as Town professional offices, in substantially the form of such Lease as accompanies this ordinance.

Section 2. The Mayor is hereby authorized to execute such Lease on behalf of the Town, except the Mayor is hereby further granted the authority to approve such revisions to said Lease as determined necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Lease are not altered.

Section 3. The Mayor, Town Clerk, Interim Town Manager and Town staff are authorized to execute such other documents as are necessary to implement the Lease, and to make payments under the Lease for which funds are legally available. The Town’s financial obligations under the Lease are expressly subject to annual appropriation by the Board of Trustees and nothing in this ordinance or the Lease is intended or shall be construed to create any multiple-fiscal year direct or indirect Town debt or fiscal obligation whatsoever.

Section 4. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of

Trustees hereby declares it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 5. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this 25th day of July, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar,
Mayor

Attest:

Leah Vanarsdall
Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.c.

Discussion/Action

Meeting Date: July 25, 2018

Initiated By:

Dept: Council & Board

AGENDA TITLE

Ordinance 940: AN ORDINANCE AMENDING SECTION 2.56.020 OF THE FIRESTONE MUNICIPAL CODE REGARDING ALTERNATE MEMBERS OF THE FIRESTONE PLANNING AND ZONING COMMISSION

SUMMARY

Per Firestone municipal Code 2.56.020: The Planning Commission consists of seven regular members who are appointed by the Mayor and confirmed by the Board of Trustees. The term of office shall be six years, commencing on the fourth Thursday in January and are staggered so that at least two vacancies occur every two years.

This Ordinance change will allow the Mayor to also appoint three alternate members, who shall otherwise have the qualifications of regular members of the Commission. Each alternate member shall serve as required upon the request of the Commission Secretary during the temporary unavailability of any regular Commission member.

All other rules, procedures and regulations will apply consistently to alternate members as in regular members.

This will help to ensure a quorum for each meeting.

HISTORY AND PREVIOUS BOARD ACTION

There have not been alternate members appointed previously to the Planning Commission.

RECOMMENDATION

To approve **Ordinance 940** amending 2.56.020 to allow alternate members to be appointed to the Planning and Zoning Commission.

ALTERNATIVES

Board to provide further direction to Staff

ATTACHMENTS

1. 8c - Ord 940 - Planning Commission Alternates

FINANCIAL CONSIDERATIONS

N/A

ORDINANCE NO. 940

AN ORDINANCE AMENDING SECTION 2.56.020 OF THE FIRESTONE MUNICIPAL CODE REGARDING ALTERNATE MEMBERS OF THE FIRESTONE PLANNING AND ZONING COMMISSION

WHEREAS, pursuant to applicable state law, the Town has previously created a Planning and Zoning Commission; and

WHEREAS, pursuant to C.R.S. § 31-23-203(4), and notwithstanding the provisions of C.R.S. §§ 31-23-203(1) and (3), the Board of Trustees may provide by ordinance for the size, membership, designation of alternate membership, terms of members, removal of members, and filling of vacancies of the Planning and Zoning Commission; and

WHEREAS, the Board of Trustees by this ordinance desires to amend Section 2.56.020 of the Firestone Municipal Code to provide for appointment of alternate members of the Planning and Zoning Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. Section 2.56.020 of the Firestone Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

2.56.020 Members.

A. The Town Planning and Zoning Commission shall consist of seven regular members who shall be appointed by the Mayor and the appointment of whom shall be confirmed by a majority of the Board of Trustees. The term of office shall be six years and appointments shall be staggered so that at least two vacancies occur every two years. All terms shall commence on the fourth Thursday in January in the year of appointment and shall expire six years thereafter.

B. The Mayor shall also appoint three alternate members of the Planning and Zoning Commission, who shall each otherwise have the qualifications of regular members of the Commission. Each alternate member shall serve, as may be required upon request of the Commission Secretary, during the temporary unavailability of any Commission member. Terms for alternate members shall commence upon appointment by the Mayor and shall end on December 31st of the third year following appointment, or until a successor is appointed by the Mayor.

C. Regular Members may be removed, after public hearing, by the Mayor for inefficiency, neglect of duty or malfeasance in office. The Mayor shall file a written statement of reasons for such removal. Alternate members may be removed by the Mayor upon appointment of a successor without a public hearing. Vacancies in membership occurring otherwise than through the expiration of term shall be filled for the remainder of the unexpired term by the Mayor.

Section 2. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this 25th day of July, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar
Mayor

ATTEST:

Leah Vanarsdall
Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.d.

Discussion/Action

Meeting Date: July 25, 2018

Initiated By: Jennifer Weinberger

Dept: Administration

AGENDA TITLE

A Contract for Professional Consulting Services Between the Town of Firestone and Anfeald.

SUMMARY

The Town is proposing engaging Anfeald for professional consulting services. Anfeald will conduct a needs-assessment to provide recommendations on:

1. Loss review
2. Applicable health and safety topics review
3. Safety training needs review
4. Facility hazard assessment
5. Personnel interviews
6. Action item development, report and closing meeting

Anfeald specializes in safety, health and environmental, and training, for municipalities and companies. The Town worked with our insurance provider to recommend third party consulting organizations. Anfeald was chosen as the best fit for our needs at the Town.

HISTORY AND PREVIOUS BOARD ACTION

There has not been previous board action.

RECOMMENDATION

Staff recommends the board approve the consulting contract between Anfeald and the Town.

Motion recommendation: "I motion to approve the contract between Anfeald and the Town of Firestone for professional consulting services not to exceed \$4,900."

ALTERNATIVES

The Board can choose not to approve the contract, and give staff direction.

ATTACHMENTS

1. Consulting Agmt Form ANFEALD July 20 TOF
2. 2018-07-20_Needs Assessment Proposal_TOF

FINANCIAL CONSIDERATIONS

This consulting contract can be paid for out of the General Consulting Services budget. This line item has \$25,000 allocated for 2018.

**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND ANFEALD
FOR CONSULTING SERVICES**

1.0 PARTIES

The parties to this Consulting Services Agreement (“Agreement”) are the **Town of Firestone**, a Colorado municipal corporation, hereinafter referred to as the “Town”, and Anfeald, LLC, an occupational health and safety consulting and education firm located in Fort Collins, Colorado, Federal Employer Identification Number 20-8160743, hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

- 2.1 The Town desires to engage the Consultant for the purpose of providing occupational health and safety services as further set forth in the Consultant’s Proposal for Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in the Proposal for Services attached hereto as Exhibit “A” and incorporated herein by reference.

4.0 COMPENSATION

- 4.1 The Town shall pay the Consultant for the Services in accordance with the Proposal for Services. The Proposal for Services and payment shall only be changed by a mutually executed amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement and the Proposal for Services.
- 4.2 The Consultant shall invoice the Town in accordance with the payment schedule in the Proposal for Services. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work.
- 4.3 The Town may, upon written notice to Anfeald, withhold payments for work not performed in compliance with this Agreement or the Proposal. Pending the settlement or resolution of the issue(s), the non-payment of these items will not constitute a default or breach provided that the Town pays all amounts due that are not in dispute. In the event the Town withholds any payments from Anfeald due to non-acceptance of any work, the Town will concurrently provide Anfeald with detailed written notice setting forth the specific reason(s) for such non-

acceptance, and Anfeald will have a reasonable opportunity to correct such work to the extent that a correction is required. Upon such correction, the withheld amounts are due and payable to Anfeald immediately. The Town agrees not to unreasonably withhold any payments and if Anfeald disputes the Town's contention that appropriate grounds exist for withholding payments, it may suspend the performance of Services hereunder until settlement or resolution of the issue, without being in default or breach.

5.0 PROJECT REPRESENTATION

- 5.1 The Town designates Interim Town Manager Arthur J. Krieger as the responsible Town staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by Arthur J. Krieger and such person's designees to the extent that such direction is not illegal, does not increase the level of hazard to Town's employees, members of the public or Anfeald's personnel and is consistent with the scope of work, limitations and other considerations for the Services as further described in the attached Proposal for Services.
- 5.2 The Consultant designates Andrew Troccoli as its project manager and as the principal in charge who shall manage the Services under this Agreement.

6.0 TERM

The Agreement shall commence on 1 August 2018 (the "Effective Date") and shall end on 31 December 2018 unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence upon the date mutually agreed upon between the parties and shall progress so that the Services are completed in a mutually agreed upon time as described in the Proposal for Services. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Firestone Board of Trustees, in its sole discretion.

7.0 INSURANCE

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Firestone, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Firestone, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the Town of Firestone under this contract.
- 7.1.4 Professional Liability coverage with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Consultant's general liability insurance and automobile liability shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may

procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other legal fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the Town or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

9.0 QUALITY OF WORK

9.1 Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

9.2 The Town acknowledges that Anfeald may be required to rely upon information provided by third parties to reach its conclusions. The Town acknowledges and agrees that Anfeald may rely on such reports, studies or services without Anfeald conducting its own investigation as to such matters. The Town further acknowledges that Anfeald is providing its professional opinion based on the specific Services authorized by the Town and that Anfeald's work-product may not be relied upon by any third-party without the written consent of Anfeald.

9.3 The Town and Anfeald both agree that Anfeald has been hired to provide advisory, consultation and training services only. Anfeald is responsible only for the safety and health of its own employees and subcontractors and will not assume responsibility for safety conditions and

programs at any of the Town's facilities, workplaces or job sites except that Anfeald will have, but is not required or obligated to exercise, stop-work authority to temporarily halt work until corrective actions are implemented, for all of Town's employees, subcontractors and vendors should Anfeald identify a safety hazard that represents imminent harm to any individual or the environment, without being in default or breach. Nothing in this Consulting Agreement will be construed to relieve the Town or any other consultants or contractors from their responsibilities for maintaining safe workplaces and job sites. Neither the professional activities of Anfeald, nor the presence of Anfeald or its employees and subcontractors, will be construed to imply that Anfeald controls the operations of others.

10.0 INDEPENDENT CONTRACTOR

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the Town as to end results of the work only. **As an independent contractor, Consultant is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

11.0 ASSIGNMENT

Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement with 30-days' written notice unless such breach is cured within 30-days of such notice, to the extent it is curable. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

- 13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. Upon termination of this Consulting-Agreement, for any reason, the Town will pay Anfeald for all Services rendered to the date of termination and a prorated amount based on the percentage of work completed multiplied by the contracted amount plus reasonable incidentals and out of pocket expenses that directly result from termination pursuant to this Subsection. Upon such payment, all obligations of the Town to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have reasonable access to financial information directly relevant to the Services for the sole purpose of completing a financial audit and further understanding that such access is at the Town's sole expense, and the parties mutual availability, and that such access expires 12 months from the termination date of this Agreement.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Consultant shall not provide copies of any such material to any other party without the prior written consent of the Town. Regardless, each party is and will remain the owner of all right, title and interest in and to such party's proprietary materials, and all copies thereof, and in and to all of the related trade secrets, copyrights, patents and all other proprietary rights. Neither party will obtain any right or license in and to the other party's proprietary materials.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Weld County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for

payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

- 17.2 Exhibit B, the “Town of Firestone Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens”, is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant’s Pre-Contract Certification which Consultant has executed and delivered to the Town prior to Consultant’s execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement, and its attachments and amendments, represent the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Firestone
Attn: Town Manager
151 Grant Ave.
Firestone, Colorado 80520
Telephone: (303) 833-3291
Fax: (303) 833-4863

If to the Consultant:

Anfeald, LLC
Attn: Andrew Troccoli
320 E Vine Drive, Suite 214
Fort Collins, CO 80524
970.372.1131; 866.641.7229 (fax)

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

[Signature Page Attached]

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF FIRESTONE,
a Colorado Municipal Corporation

By: _____
Bobbi Sindelar, Mayor

Attest: _____
Leah Vanarsdall, Town Clerk

Anfeald, LLC ("CONSULTANT"):



By: Andrew T Troccoli
Title: Principal / VP

Exhibit A – Proposal for Services

[See Following Page(s)]

Exhibit B

Town of Firestone Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

PROPOSAL FOR SERVICES

Occupational Health and Safety Needs Assessment

18 July 2018 | Proposal # TOF-20180717

Prepared for



Mayor Bobbi Sindelar
Town of Firestone
151 Grant Avenue, PO Box 100
Fire Stone, Colorado 80520



CONSULTATION • EDUCATION • SOLUTIONS

320 E Vine Drive, Suite 214, Fort Collins, CO 80524
Answers@Anfeald.com www.Anfeald.com
970.372.1131 fax 866.641.1131

"People don't care how much you know until they know how much you care."

-Theodore Roosevelt

We are a team of like-minded professionals with a diverse skill-set and one overarching goal – The delivery of targeted, client-focused solutions that create positive and enduring change.

We are a thriving safety, health and environmental consultation and training company that is successful because of our client's successes and our team's values-driven approach. Every client success strengthens our organization.

At Anfeald:

- We are passionate about the services we provide
- We listen to you first and we work hard to understand your unique challenges
- We provide practical advice
- We believe hard work, dedication and achievement are important
- We want you to reach your goals and we want to know in our hearts that we helped you get there

If you want to work with a team that cares about protecting people, protecting the environment, that cares about your success and if you crave simplicity and honesty in your business relationships, work with Anfeald and find out how consulting is supposed to work.

Thank you for considering Anfeald!

Sincerely,



Andrew T Troccoli CSP, CHMM
Principal Consultant / Vice President



A SHORT SUMMARY OF THIS PROPOSAL

This section briefly summarizes our understanding of your needs, the services we will provide to help you meet those needs, the associated fees and timing considerations. Additional details appear in the following pages.

WHAT ARE YOUR NEEDS?

From our conversations, we understand that you would like to deepen your understanding of the following areas:

- The hazards associated with your operations
- Relevant occupational health and safety best-practices and areas of improvement
- Applicable employee safety-training needs
- Your organization's occupational health and safety performance level
- Your organization's safety and health culture

We also understand that you would like us to help you establish a plan to guide your efforts and allocate your valuable time to produce the greatest amount of positive change for your organization with respect to occupational health and safety matters.

WHAT WILL ANFEALD DO FOR YOU?

Anfeald will complete a needs-assessment designed to provide you with the appropriate amount of information and recommendations so you can properly allocate resources, target your effort and enhance your occupational health and safety programs. Our deliverables include:

1. Loss review
2. Applicable health and safety topics review
3. Safety training needs review
4. Facility hazard assessment
5. Personnel interviews
6. Action item development, report and closing meeting

Our needs assessment will stand on its own as a roadmap but it is also a tool for Anfeald associates – We will use this tool to develop your programs should you choose to work with us on a go forward basis.

HOW MUCH WILL IT COST?

We prefer transparency when it comes to explaining fees and we like to provide fees upfront to avoid confusion and concerns. The total fee is **\$4,900.00** to complete the services described in this proposal. To get started, we need an initial payment of one-third of this amount.

HOW LONG WILL IT TAKE

The entire process takes approximately 45-to 60 days provided the information we need is readily available.

FULL-SERVICE PROVIDER

Anfeald is a full-service provider. We provide a comprehensive set of services that includes consultation, training and OSHA-based medical surveillance to help you manage your program holistically and avoid dealing with separate training, consulting and medical-surveillance firms.

WE TARGET RISKS

We target actual risks to your organization, and we work to help you control these risks with a multi-layered approach designed to reduce frequency and severity to acceptable levels and positively influence the bottom line.

WE TARGET BEHAVIOR

Employee behavior, good and bad, contribute to your safety and company culture. The best laid plans and the best of intentions fall apart when employee behavior is inconsistent and unsafe. Anfeald engages employees and challenges them to rise to the occasion, working to minimize negative behaviors and bad-habits and emphasizing those behaviors that drive positive change. While we care about documents and numbers a great deal, we care more about helping you create an enduring safety culture that protects your employees, reduces unanticipated losses, creates efficiencies and ultimately, saves money.



SCOPE OF WORK, DELIVERABLES AND COMPENSATION

Town of Firestone (“Town”) intends to improve its occupational health and programs and culture (collectively “Safety Programs”). The Town wishes Anfeald to complete, and Anfeald desires to provide, a comprehensive review of Town’s Safety Program status and performance to help it establish the status of its Safety Programs and to develop a prioritized plan of action to improve and maintain its Safety Programs on a go-forward basis.

This document is a proposal for services and agreement (“Proposal”) to provide the Town with a review and analysis of its Safety Programs. Anfeald will provide the Services described herein based on the Total Fee and other related fees, the Services and the Deliverables described in this Proposal.

- **Compensation.** Anfeald will complete the Services described in this Proposal for the following fees:
 - **Total Fee.** The Total Fee for this Proposal, including all tasks described below is \$4,900.
 - **Payment Schedule.** Upon mutual acceptance of this Proposal, and before work commences on this project, Anfeald will invoice the Town, and the Town agrees to submit to Anfeald an initial payment of one-third of the total fees. Upon delivery of the written report, Anfeald will bill the Town one-third of the total fees and upon completion of the meeting with the Town Manager’s office, Anfeald will bill the Town the final one-third of the total fees. Invoices are due and payable within 30-days of receipt.
 - **Other Fees.** Anfeald will complete other Town-requested services outside the scope of this Proposal on a time and materials basis in accordance with Anfeald’s Standard Fee Schedule or other proposal for services.
- **Assumptions and Facts.** This document is made with reference to the following assumptions and facts:
 - **Included Departments and Personnel.** The Services include only the Public Works Department that is comprised of parks, streets, water distribution and stormwater; there are approximately 12 employees that work in these areas and the associated Facility
 - The Services exclude the police department and other departments and personnel not specifically listed above
 - **Included Facilities.** The Firestone Public Works Facility, 7500 County Road 20, Firestone, Colorado 80504 (“Facility”) is included. No other facilities or locations are included.
 - **Basis for Assessment.** Anfeald will use best-practices, consensus codes, OSHA regulations and professional judgment as the basis for its evaluations.
 - The Town is exempted from compliance with occupational health and safety regulations found under 29 CFR 1904, 1910 and 1926, however, together with best practices, these regulations do provide a minimum basis for health and safety programs; Anfeald will include health and safety regulations that would be required of an equivalent private-entity together with best-practices, consensus codes and the local fire code in its evaluation to help the Town better understand its current program’s status and in the event that the Town decides to voluntarily comply with applicable regulations as a minimum standard. Additionally, becoming acquainted with these regulations will help Town personnel better manage its contractors who are subject to OSHA regulations even when working on projects for the Town.
- **Services.** Anfeald will provide the following Services and Deliverables to the Town as indicated below:
 - **Task 1 - Loss Review**
 - **Deliverable(s):** An analysis of the Town’s available loss data with recommendations.
 - **Task Description:** Anfeald will complete a detailed analysis of Town’s loss-control data that includes loss runs from workers’ compensation, general liability, property and auto insurance

policies, workers' compensation claims, injury and illness logs, first-aid logs and other relevant loss-data. Anfeald will help the Town understand its past performance and develop a plan to improve deficient areas and maintain gains. This task and the results are highly dependent on the extent and quality of the data the Town supplies to Anfeald.

o Task 2 – Applicable Health and Safety Topics Review

- Deliverables(s): A detailed list of applicable health and safety topics based on regulations that would be required of an equivalent private-entity together with best-practices and related considerations.
- Task Description: Anfeald will evaluate the Town's current operations and Facility against relevant occupational health and safety needs (programs, plans, forms, areas of further inquiry, medical surveillance).

o Task 3 – Safety-Training Needs Review

- Deliverable(s): Training matrix by topic with recommended training-methods and retraining frequencies.
- Task Description: Anfeald will review the Town's current training efforts and then identify recommended employee training and re-training by topic based on regulations and best-practices.

o Task 4 - Facility Hazard-Assessments

- Deliverable(s): A list of occupational health and safety hazards and suggested corrective actions.
- Task Description: Anfeald will complete a facility walkthrough and hazard-assessment of the Facility and identify occupational health and safety problems and hazards. Anfeald will categorize findings based on a standardized system to help the Town prioritize corrective actions. While Anfeald does not employ automotive mechanics, it will make a limited assessment of vehicles and heavy equipment in an attempt to identify units that may be at the end of their service life and may need replacement.

o Task 5 – Personnel Interviews

- Task Description: Anfeald will meet with each of the 12 employees in the Public Works Department for approximately 30- to 45-minutes. These interviews will help Anfeald better understand employee's perspectives on occupational health and safety matters at the Town of Firestone. Information collected during these interviews will be confidential and Anfeald will only share its findings developed from these interviews.

o Task 6 - Action-Item Development, Report, Closing Meeting

- Deliverable(s): A report on Anfeald's findings together with a list of initial prioritized action-items and a close-out meeting with the Town Manager's office to present Anfeald's reports, findings and discuss next steps.
- Task Description: Anfeald will develop and deliver a report that details its inquiries and proposed prioritized list of action items to start with that will help the Town further develop its Safety Program. Anfeald will also meet with the Town Manager's Office team to discuss project findings and answer questions.

- **Schedule**. Anfeald will provide the Services at dates and times that are mutually agreeable to the parties as further described herein (the "Schedule"). The parties may change the Schedule if mutually agreed-upon, and with advance notice, to accommodate staffing issues, availability and related concerns. The Schedule includes the following dates and times:

- o Estimated Commencement Date: The actual Commencement Date will be based on mutual agreement between the parties to this Proposal; we anticipate starting work the week of 20 August 2018
- o Estimated Completion Date: 45 to 60 calendar-days from the Commencement Date

LIMITATIONS

Anfeald will make reasonable and appropriate inquiries and investigations to identify observable hazards and safety-standards violations and council Town's staff regarding safety and health matters, when Anfeald consultants are on site and observing work and the Town's facilities. However, reports and other documentation provided by Anfeald are not exhaustive lists of workplace hazards or violations or corrective actions. This Proposal does not include industrial hygiene or related services including air sampling and bulk-material sampling. The contents of Anfeald's reports and other documentation does not imply the Town or its subcontractors are in compliance with federal, state or local laws, regulations, standards, ordinances, codes, consensus-standards or best practices.

DOCUMENTATION AND SCHEDULING REQUIREMENTS

Upon mutual acceptance of this Proposal, Anfeald will supply the Town with a list of information and documents it needs to complete the Services together with one or more scheduling requests to visit Town facilities and meet with Town's staff. In some cases, Anfeald will collect information when its associates are on site however, the Town may also need to e-mail additional information and documents. The Town understands and agrees that Anfeald may not be able to complete all tasks described herein if the relevant information, documents and staff are unavailable.

CONFIDENTIALITY

Anfeald understands that it will be exposed to Town's confidential information during the execution of this Proposal. Anfeald will maintain Town-confidentiality during the execution of the Services.



PROPOSAL TERMS & CONDITIONS

THIS PROPOSAL FOR SERVICES ("Proposal") is entered into on 13 August 2018 ("Effective Date"), by and between Anfeald, LLC ("Anfeald"), a Colorado limited liability company with offices at 320 E Vine Drive, Suite 214, Fort Collins, Colorado 80524 and the Town of Firestone ("Town") with offices at 151 Grant Avenue P.O. Box 100, Firestone, CO 80520.

WHEREAS the Town requires one or more occupational health and safety services to help it meet its risk management objectives and Anfeald provides occupational health and safety consultation, education and related services,

WHEREAS the Town desires to procure, and Anfeald desires to provide, specific services as further described herein and

WHEREAS the parties have previously entered into a Consulting Services Agreement ("Consulting-Agreement") with an effective date of 30 July 2018.

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Proposal mutually agree as follows:

Conformance with Consulting-Agreement. This Proposal is subject to all of the terms, conditions and other provisions of the Consulting-Agreement previously signed between the parties to this Proposal.

Performance of Services. Anfeald agrees to provide, and Town agrees to procure, the specific services described herein and any Changes that both parties to this Proposal may execute from time to time (the "Services"). Each such Change must be in writing, signed by both parties and incorporated into and made a part of this Proposal and the Consulting-Agreement. The Town acknowledges and agrees that this Proposal together with any mutually executed Changes, sets forth the sole duties, tasks and obligations of Anfeald.

Validity. This Proposal is valid only if accepted within ninety (90) days of the Effective Date.

No Employment of Illegal Aliens. Anfeald represents that it does not knowingly employ or contract with an illegal alien and that it will participate in the E-Verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, to confirm the employment eligibility of all employees who are newly hired for employment to perform the Services.

Applicable-Law/Assignment/Survival/Waiver/Severability/Counterparts/Facsimile. If any provision of this Proposal is held to be invalid, unenforceable or illegal, by a court of competent jurisdiction, the invalidity of such provision will not affect the other provisions of this Proposal and all provisions not affected by such invalidity will remain in full force and effect. No delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder will operate as a waiver. This Proposal may be executed in any number of counterparts, each of which will be deemed an original. Facsimile copies or photocopies of signatures will be as valid as originals.

IN WITNESS THEREOF, the parties, intending to be legally bound, have executed this Proposal as of the Effective Date.

ANFEALD, LLC

TOWN OF FIRESTONE

Signature:



Signature:

Date: 18 July 2018

Date:

By: Andrew T Troccoli, Principal/Vice President

By: Bobbi Sindelar, Mayor

Signature:

Date:

Attest: Leah Vanarsdall, Town Clerk