



BOARD OF TRUSTEES
REGULAR MEETING AGENDA

October 24, 2018
6:30 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.** Approval of October 10, 2018 Regular Meeting Minutes and the October 17, 2018 Special Meeting Minutes
 - 5.b.** Approval of Accounts Payables October 24, 2018
 - 5.c.** Approval of the 3rd Quarter 2018 Financial Statements
 - 5.d.** Approval of the September 2018 Summary of Cash & Investments
 - 5.e.** Approval of 2018-2019 Lobbyist Contract
 - 5.f.** McClure Avenue Widening Construction - Change Order No. 2 & Payment Application No.2
 - 5.g.** **Resolution 18-42**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE OPPOSING "AMENDMENT 74", AN ATTEMPT TO AMEND THE COLORADO CONSTITUTION TO DRASTICALLY LIMIT STATE AND LOCAL GOVERNMENT SERVICES AT A HIGH COST TO TAXPAYERS
 - 5.h.** Engagement Letter between the Town of Firestone and Fiscal Focus Partners for the Town Audit

* 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 three 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.

- 5.i. **Resolution 18-43:** A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE FOR AN ANNEXATION PETITION PREPARED BY THE TOWN OF FIRESTONE, COLORADO, AS OWNER OF THE PROPERTY, FOR THE ANNEXATION OF PROPERTY KNOWN AS THE GOULD ANNEXATION TO THE TOWN OF FIRESTONE, AND SETTING A PUBLIC HEARING THEREON
- 5.j. **Resolution 18-44:** A RESOLUTION ACKNOWLEDGING AMENDMENTS TO THE EMPLOYEE HANDBOOK CONCERNING EMPLOYMENT AGREEMENTS

6. Executive Session

- 6.a. Executive session pursuant to C.R.S. 24-6-402(4)(e) - For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators – Town Manager Recruitment

7. Report from the Executive Session

8. Discussion/Action

- 8.a. Agreement between the Town of Firestone and Front Range Compliance
- 8.b. **Ordinance 944:** AN ORDINANCE ADDING A NEW SECTION TO CHAPTER 2.04 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE APPLICATION OF TOWN ADMINISTRATIVE POLICIES AND PROCEDURES TO THE MEMBERS OF THE TOWN BOARD OF TRUSTEES AND BOARDS AND COMMISSIONS
- 8.c. **Ordinance 945:** AN ORDINANCE APPROVING THE VACATION OF A WATERLINE EASEMENT AND EMERGENCY ACCESS EASEMENT WITHIN THE NEIGHBORS POINT SUBDIVISION

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

10. Reports

- 10.a. Staff
- 10.b. Mayor

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10.c. Trustees

10.d. Committee Updates

11. Executive Session

- 11.a.** Executive Session for the purpose of discussing a personnel matter under C.R.S. Section 24-6-402(4)(f) and not involving; any specific employees who have requested discussion of the matter in open session; any member of the Board of Trustees; the appointment of any person to fill a vacancy in the Board of Trustees; or personnel policies that do not require discussion of matters personal to particular employees. Specifically, for the Board to conduct the Town Clerk's performance review.

12. Adjournment

* 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 three 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.

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
October 10, 2018

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Regular Meeting on October 10, 2018, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:04 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar

Mayor Pro-tem: Drew Peterson – absent excused

Trustees: Don Conyac – absent excused

George Heath

Samantha Meiring

Frank A. Jimenez

Doug Sharp

Staff: **Present:** Kathleen Kelly, Town Attorney; Tracy Case, Sr Planner; Dave Lindsay; Engineer; David Montgomery, Chief of Police; Leah Vanarsdall, Town Clerk; Tracy Case, Senior Planner; Julie Pasillas, Director of Community Resources; Theo Abkes, Public Works Director; & A. J. Krieger, Interim Town Manager

2. APPROVAL OF AGENDA

Motion by Trustee Heath, **second** by Trustee Meiring, to approve the Agenda as amended by continuing Item 8a to October 24, 2018 and continue the Executive Session until there is a full Board. All in Favor, **Motion carried.**

4. PUBLIC COMMENT

Chief Jeremy Young – FFFPD

5. CONSENT AGENDA

Motion by Jimenez, **second** by Trustee Sharp, to approve the Consent Agenda.

Roll Call Vote: Trustee Sharp – yes, Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath - yes. All in Favor, **Motion carried.** All in Favor, **Motion carried.**

6. PRESENTATION

a. Pack 341 – Ali Columbia, Den Leader during the Pledge

7. PUBLIC HEARING Open: 7:26 pm Closed: 7:31 pm

Kevin Curneg – Denver, CO

Public Comment: None

Motion by Trustee Heath, **second** by Trustee Sharp to approve **Resolution 18-41:** A RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR AMERICAN FURNITURE WAREHOUSE 81 TRUCK SHOP. **Roll Call Vote:** Trustee Jimenez – yes, Trustee Meiring – yes, Trustee Heath – yes, Trustee Sharp – yes. All in Favor, **Motion carried.**

8. DISCUSSTION/ACTION ITEMS

a. Ordinance 944: AN ORDINANCE ADDING A NEW SECTION TO CHAPTER 2.04 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE APPLICATION OF TOWN ADMINISTRATIVE POLICIES AND PROCEDURES TO THEMEMBERS OF THE TOWN BOARD OF TRUSTEES AND BOARDS AND COMMISSIONS – cont to 102418

b. Resolution 18-40: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J CONCERNING FAIR CONTRIBUTIONS FOR PUBLIC SCHOOLS SITES. **Motion** by Trustee Sharp, **second** by Trustee Jimenez to approve

Resolution 18-40: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J CONCERNING FAIR CONTRIBUTIONS FOR PUBLIC SCHOOLS SITES. **Roll Call Vote:** Trustee Heath – yes, Trustee Sharp – yes, Trustee Jimenez – yes, Trustee Meiring – yes. All in Favor, **Motion carried.**

Scott Toillion-SVVSD appeared & spoke to the Board

c. Approval of Addendum I to the Town of Firestone 2018 contract between the Town and DStreet Communications. **Motion** by Trustee Jimenez, **second** by Trustee Sharp, to approve the Addendum I to the Town of Firestone 2018 contract between the Town and DStreet Communications not to exceed \$25,000.00. **Roll Call Vote:** Trustee Meiring – yes, Trustee Sharp – yes, Trustee Jimenez – yes, Trustee Heath – yes. All in Favor, **Motion carried.**

d. Firestone Reservoir No. 1 Pump Station Engineering Design Contract

Motion by Trustee Jimenez, **second** by Trustee Sharp, to approve the Engineering Design Contract for Acuity LLC for Engineering Services for Firestone Reservoir No. 1 Pump Station to not exceed \$663,568.00 and to include updated language from Town Attorney for Section 8: Indemnification. **Roll Call Vote:** Trustee Heath – yes, Trustee Sharp – yes Trustee Meiring – yes, Trustee Jimenez – yes. All in Favor, **Motion carried.**

9. PUBLIC COMMENT * (maximum time permitted for all Public Comment is 30 minutes)
None

10. REPORTS

a. Staff

b. Mayor

c. Trustees – **Motion** by Trustee Sharp, **second** by Trustee Jimenez to have a Special meeting for Wednesday, October 17, 2018 at 6:30 PM to update Board regarding Town manager recruitment. All in Favor, **Motion carried.**

d. Committee Updates

11. ADJOURNMENT

Motion by Trustee Sharp, **second** by Trustee Meiring, to adjourn meeting at 8:10 pm. **Motion passed**, all in favor.

Introduced and Approved this 24th day of October, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST

Leah Vanarsdall, Town Clerk

TOWN OF FIRESTONE, COLORADO
Board of Trustees Special Meeting
October 17, 2018

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Special Meeting on October 17, 2018, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 9:30 p.m.

The following were present upon the call of the roll:

Mayor: Bobbi Sindelar
Mayor Pro-tem: Drew Peterson (absent-excused)
Trustees: Don Conyac
George Heath
Samantha Meiring
Frank A. Jimenez
Doug Sharp

Staff Present: Kathleen Kelly, Town Attorney; Jennifer Weinberger, Asst Town Manager

- 2. Motion** by Trustee Sharp, **second** by Trustee Jimenez to have Jen Weinberger perform Town Clerk duties. **Motion passed**, All in favor.

3. EXECUTIVE SESSION Open: 9:33 pm Closed: 10:39 pm

a. Executive session pursuant to C.R.S. §24-6-402(4)(e) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators – Town Manager Recruitment

Motion by Trustee Heath, **second** by Trustee Conyac, to Adjourn to Executive Session for reason shown above and to invite Jen Weinberger and Kathleen Kelly to be included. **Motion passed**, All in favor.

4. REPORT FROM EXECUTIVE SESSION

None

5. ADJOURNMENT

Motion by Trustee Meiring, **second** by Trustee Conyac, to adjourn meeting at 10:39 pm.
Motion passed, all in favor.

Introduced and Approved this 24th day of October, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST

Jen Weinberger, Appointed Town Clerk

Payables Summary

Accounts Payable Report

October 24, 2018

of Invoices - 343

\$ 1,280,505.53

[illegible]

AP Adjustments between Invoice Register, Unpaid Report, Paid Report

Total (to match Board AP Detail Reports)

\$ 1,280,505.53

For further detail please see Finance Department.

Please direct any questions to Judy Scott ext. 256.

Vendor

Amount

Total 4 RIVERS EQUIPMENT:	57.62
Total A BOUNCY BEAR LLC:	345.00
Total ACCENT BRANDING SOLUTIONS:	1,065.51
Total ACE EQUIPMENT & SUPPLY CO.:	108.40
Total ACE HARDWARE OF FIRESTONE:	599.79
Total ADAMSON POLICE PRODUCTS:	750.00
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total ANFEALD, LLC:	1,633.00
Total ANTON COLLINS MITCHELL LLP:	6,639.95
Total APEX SHREDDING, INC.:	80.00
Total ASPEN MEADOW VET SPECIALISTS, PC:	125.00
Total B K TIRE, INC:	294.03
Total BAREFOOT RESIDENTIAL LLC:	154.73
Total Black Hills Energy:	241.92
Total BLACKJACK PIZZA:	55.87
Total BLASTER BOUNCER DENVER, INC:	608.00
Total BROWNELLS, INC.:	4,766.52
Total BUDGET CONFERENCING:	120.17
Total CalAtlantic Group:	440.58
Total CARBON VALLEY CHAMBER OF COMMERCE:	1,200.00
Total CASELLE, INC.:	3,988.00
Total CENTURY LINK:	97.48
Total CHEMATOX LABORATORY INC:	517.70
Total CHEWY.COM:	33.26
Total CINTAS FIRST AID & SAFETY:	155.58
Total CLEAR WATER SOLUTIONS, INC:	2,035.53
Total COALRIDGE ANIMAL HOSPITAL, INC:	25.20
Total COALRIDGE LAND COMPANY LLC:	21.60
Total COLORADO CIVIL GROUP INC.:	1,253.23
Total COLORADO CPR ASSOCIATION:	240.00
Total COLORADO DRUG INVESTIGATORS ASSOC - CDIA:	335.00
Total COLORADO ESCROW & TITLE - LONGMONT:	19.48
Total COLORADO NOTARY SOLUTIONS:	45.00
Total COMCAST CABLE -0310188 - SEATTLE:	376.25
Total CUMMINS ROCKY MOUNTAIN:	1,466.41
Total D STREET:	6,968.16
Total DANA KEPNER COMPANY, INC.:	16,355.52
Total DRIVE TRAIN INDUSTRIES INC:	122.93

Vendor	Amount
Total DROPBOX INC:	99.00
Total E&G Terminal, Inc:	494.35
Total E-470:	25.35
Total EFAX.COM:	39.90
Total ELDORADO ARTESIAN SPRINGS, INC.:	23.40
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	1,957.32
Total EMPLOYERS COUNCIL SERVICES, INC:	1,410.00
Total EventBrite:	735.80
Total EWING AUTO PARTS, INC.:	469.09
Total EXTREME EVENT PRODUCTIONS:	2,300.00
Total FAA STATE BOARD EXAM:	150.00
Total FACEBOOK:	18.30
Total FACTORY MOTOR PARTS CO.:	133.66
Total FBI NATIONAL ACADEMY ASSOCIATES:	100.00
Total FCI CONSTRUCTORS, INC:	817,548.18
Total FIRST AMERICAN TITLE CO:	123.11
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	437.50
Total FRONT RANGE INFLATABLES:	1,000.00
Total FRONTIER BUSINESS PRODUCTS:	51.53
Total FRONTIER BUSINESS PRODUCTS (LEASE):	221.89
Total Fun Express:	1,429.81
Total G & G EQUIPMENT INC:	112.80
Total G & M IMPLEMENT:	480.96
Total GOLF & SPORT SOLUTIONS:	5,107.74
Total GRAINGER:	101.37
Total GREEN MILL SPORTSMAN'S CLUB, INC:	150.00
Total HARDLINE EQUIPMENT LLC:	360.35
Total HOBBY LOBBY:	110.91
Total HOME DEPOT CREDIT SERVICES:	1,259.05
Total HR Certification Institute - HRCI:	570.00
Total HYDRANT METER REFUNDS:	1,333.16
Total iATN:	19.00
Total IDEMIA IDENTITY & SECURITY USA, LLC:	1,050.00
Total IDENTIFIX:	714.00
Total Indigo Water Group:	288.00
Total INTELLICHOICE INC:	1,024.85
Total INTERSTATE FORD:	56.12
Total i-TUNES, SPOTIFY, MISC APPS:	10.64
Total KERR-MCGEE OIL & GAS ONSHORE:	.30

Vendor	Amount
Total KINSCO, LLC:	76.49
Total LAND TITLE-BOULDER:	28.71
Total LAWRENCE JONES CUSTER GRASMICK, LLP:	4,132.50
Total LGI HOMES:	69.06
Total LIFE SAFETY TECHNOLOGIES LLC:	502.00
Total LOG ME IN GO TO MEETING:	468.00
Total LONGMONT HUMANE SOCIETY:	1,083.33
Total LYONS GADDIS:	2,000.00
Total MAIN STREET MAT COMPANY, INC:	234.29
Total MARV'S QUALITY TOWING INC:	105.29
Total MATCO TOOLS:	79.61
Total MCCANDLESS TRUCK CENTER, LLC:	75.96
Total MCDONALD FARMS ENTERPRISES, INC:	1,377.54
Total MCGRANE WATER ENGINEERING, LLC:	24,383.40
Total MIDWEST TRUST CO.:	128,462.50
Total MISC CREDIT CARD 1X MERCHANT:	2,792.52
Total MISC VENDOR:	534.90
Total NEXTERA HEALTHCARE:	1,271.00
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	300.00
Total OFFICE DEPOT INC:	233.36
Total O'REILLY AUTO PARTS:	768.59
Total PARTY CITY:	34.37
Total PITNEY GLOBAL FINANCIAL SERVICES LLC:	188.16
Total PRAIRIE MOUNTAIN PUBLISHING:	109.93
Total PRWEB:	389.00
Total PUBLITEK / GOGRAPH:	47.94
Total QDOBA:	19.66
Total Rainbird:	4,619.00
Total RAINMASTER - iCENTRAL:	248.75
Total RENEWABLE FIBER, INC.:	2,795.50
Total RESTITUTION / COURT REFUNDS:	752.50
Total RICHARD WHITEHEAD & ASSOCIATES, LLC:	1,196.00
Total RIPTIDE CAR & PET WASH:	372.75
Total ROAD SAFE TRAFFIC SYSTEMS:	13,119.13
Total ROBIN EVENT RENTAL:	981.41
Total ROTH SHEPPARD ARCHITECTS, LLP:	41,437.66
Total ROYAL PARTIES OF COLORADO:	560.00
Total RURAL DITCH COMPANY:	3,000.00
Total SADDLEBACK GOLF CLUB, LLC:	1,472.66

Vendor	Amount
Total SAFE BUILT COLORADO INC:	53,939.14
Total SAFEWAY STORE:	37.00
Total SAM'S CLUB - VENDOR:	212.82
Total Shutterstock:	29.00
Total SUMMIT BODYWORKS, INC:	21,476.00
Total THK ASSOCIATES, INC.:	8,620.94
Total THOMSON REUTERS-WEST:	140.00
Total TRACTOR SUPPLY COMPANY:	3.24
Total TRAFFIC LOGIX CORPORATION:	10,441.00
Total TRAILER SOURCE-ERIE:	3.95
Total U of L SPI:	1,240.00
Total UDC EXCAVATING:	20,111.59
Total UME CUSTOM EMBROIDERY:	647.48
Total UNITED POWER:	10,038.71
Total UPS:	45.91
Total UTILITY REFUNDS -1:	82.91
Total VALLI INFORMATION SYSTEMS:	2,353.03
Total VERIZON WIRELESS:	4,181.53
Total VIGILANCE PROJECT, LLC:	500.00
Total WAGNER WELDING SUPPLY CO.:	92.80
Total WALGREENS:	129.06
Total WEX BANK:	9,374.36
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	659.92
Total WICKHAM TRACTOR CO, Inc:	86.81
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	125.00
Total WROBOTRONIC ENTERTAINMENT:	550.00
Total :	1,280,505.53
Grand Totals:	1,280,505.53

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.c.

Consent Agenda

Meeting Date: October 24, 2018

Initiated By:

Dept: Finance/Accounting

AGENDA TITLE

Approval of the 3rd Quarter 2018 Financial Statements

SUMMARY

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION

ALTERNATIVES

ATTACHMENTS

1. 3rd Quarter 2018 Financial Statements
2. SEPTEMBER FINANCIAL COVER MEMO - 2018

FINANCIAL CONSIDERATIONS

Town of Firestone
Financial Statements
September 30, 2018

Town of Firestone

Financial Detail Report for September 30, 2018

Balance Sheet.....	1-2
Statement of Revenue, Expenditures, and Changes in Fund Balance - Actual and Budget.....	3-17
2018 Budget Key Assumptions	18

**TOWN OF FIRESTONE
BALANCE SHEET
SEPTEMBER 30, 2018**

	GENERAL FUND	SALES TAX CAPITAL IMPROVEMENT FUND (1%)	SALES TAX CAPITAL IMPROVEMENT FUND (0.6%)	FIRESTONE FINANCE AUTHORITY FUND
ASSETS				
Cash and investments	\$ 17,290,292	\$ -	\$ 15,478,229	\$ -
Receivables	688,588	288,693	211,129	-
Due from other funds	288,693	-	-	-
Prepaid expenses	-	-	-	-
Total Assets	<u>\$ 18,267,573</u>	<u>\$ 288,693</u>	<u>\$ 15,689,358</u>	<u>\$ -</u>
LIABILITIES				
Accounts payable	\$ 1,672,097	\$ -	\$ -	\$ -
Retainage payable	49,094	-	-	-
Accrued liabilities	191,554	-	-	-
Due to other funds	-	288,693	-	-
Customer deposits	-	-	-	-
Bond and Developer deposits	196,863	-	-	-
Deferred Revenue	33,000	-	-	-
Total Liabilities	<u>2,142,608</u>	<u>288,693</u>	<u>-</u>	<u>-</u>
FUND BALANCE				
Restricted				
Impact Fees - Roadway	882,893	-	-	-
Impact Fees - Regional Parks	1,560,356	-	-	-
Impact Fees - Municipal Facilities	2,840,973	-	-	-
Impact Fees - Drainage	484,489	-	-	-
Impact Fees - Raw Water Irrigation	1,582,574	-	-	-
Conservation Trust Fund	313,149	-	-	-
Open Space	334,876	-	-	-
Capital improvements	-	-	15,689,358	-
FURA Improvements	-	-	-	-
Working Reserve	2,099,224	-	-	-
Assigned for NISP	-	-	-	-
Unassigned and Unrestricted	6,026,430	-	-	-
Total Fund Balance	<u>16,124,965</u>	<u>-</u>	<u>15,689,358</u>	<u>-</u>
Total Liabilities and Fund Balance	<u>\$ 18,267,573</u>	<u>\$ 288,693</u>	<u>\$ 15,689,358</u>	<u>\$ -</u>

FIRESTONE URBAN RENEWAL AUTHORITY - SOUTHERN	FIRESTONE URBAN RENEWAL AUTHORITY - NORTHERN	FIRESTONE URBAN RENEWAL AUTHORITY - CENTRAL	WATER FUND	STORMWATER FUND	TOTAL FUNDS
\$ 464,738	\$ 1,102,460	\$ 10,815	\$ 20,683,351	\$ 1,136,035	\$ 56,165,920
-	-	-	552,070	55,668	1,796,148
30,765	7,691	-	-	-	327,149
-	-	-	20,000	-	20,000
\$ 495,503	\$ 1,110,151	\$ 10,815	\$ 21,255,421	\$ 1,191,703	\$ 58,309,217
\$ -	\$ -	\$ -	\$ 259,006	\$ 1,010	\$ 1,932,113
-	-	-	-	-	49,094
-	-	-	13,019	2,695	207,268
-	-	38,456	-	-	327,149
-	-	-	172,816	1,736	174,552
-	-	-	-	-	196,863
-	-	-	-	-	33,000
-	-	38,456	444,841	5,441	2,920,039
-	-	-	-	-	882,893
-	-	-	-	-	1,560,356
-	-	-	-	-	2,840,973
-	-	-	-	-	484,489
-	-	-	-	-	1,582,574
-	-	-	-	-	313,149
-	-	-	-	-	334,876
-	-	-	-	-	15,689,358
495,503	1,110,151	(27,641)	-	-	1,578,013
-	-	-	-	-	2,099,224
-	-	-	5,469,708	-	5,469,708
-	-	-	15,340,872	1,186,262	22,553,565
495,503	1,110,151	(27,641)	20,810,580	1,186,262	55,389,178
\$ 495,503	\$ 1,110,151	\$ 10,815	\$ 21,255,421	\$ 1,191,703	\$ 58,309,217

NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS. DRAFT SUBJECT TO REVISION.

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	3rd QUARTER 2018	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Taxes				
Property taxes	\$ 17,198	\$ 1,451,953	\$ 1,400,950	\$ 51,003
Specific ownership taxes	30,540	82,277	87,966	(5,689)
Sales and use taxes - retail	1,097,534	2,947,383	4,445,570	(1,498,187)
Use taxes - construction materials	269,115	846,617	442,500	404,117
Lodging taxes	11,006	60,754	87,772	(27,018)
Total Taxes	1,425,393	5,388,984	6,464,758	(1,075,774)
Intergovernmental				
Highway users tax fund (HUTF)	223,728	432,182	397,952	34,230
County Road & Bridge shareback	-	144,537	197,886	(53,349)
Conservation Trust Fund - Lottery	14,269	47,771	61,146	(13,375)
Severance taxes	137,951	137,951	80,794	57,157
Cigarette taxes	6,426	15,179	15,400	(221)
Motor vehicle registration fees taxes	13,847	39,858	54,700	(14,842)
St. Vrain Valley School District reimbursement	38,723	38,723	39,004	(281)
Other	-	1,866	-	1,866
Total Intergovernmental	434,944	858,067	846,882	11,185
Licenses, fees and charges				
Business, sales and use tax license fees	2,525	12,554	15,800	(3,246)
Liquor license fees	905	2,483	7,250	(4,767)
Impact fees	147,008	2,849,375	2,144,112	705,263
Building permits - general	177,800	562,936	564,000	(1,064)
Building permits - new home permits	28,067	322,313	90,600	231,713
Planning fees	-	-	70,000	(70,000)
Developer chargebacks	109,951	287,714	380,940	(93,226)
Other	47,235	89,855	39,100	50,755
Total Licenses, fees and charges	513,491	4,127,230	3,311,802	815,428
Fines				
Fines	73,086	174,846	222,572	(47,726)
Total Fines	73,086	174,846	222,572	(47,726)
Grants				
PD - Click it or ticket	-	-	2,000	(2,000)
PD - High Visibility Enforcement	1,354	4,366	4,000	366
PD - DOLA grant	-	-	800,000	(800,000)
Total Grants	1,354	4,366	806,000	(801,634)

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	3rd QUARTER 2018	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
Other				
Franchise fees	155,941	378,757	563,800	(185,043)
Fuel tax reimbursement	4,937	7,277	4,800	2,477
Street lighting fees	43,909	130,586	169,750	(39,164)
Oil and gas royalties/leases	92,662	148,678	100,000	48,678
Annual Town events fees & contributions	1,000	35,115	45,000	(9,885)
PD event sponsorships & contributions	5,006	13,988	-	13,988
PILOT - St. Vrain	1,198	67,697	70,023	(2,326)
Interest earnings	87,151	179,273	125,000	54,273
Miscellaneous	18,896	76,857	75,000	1,857
Total Other	410,700	1,038,228	1,153,373	(115,145)
 Total Revenues	 \$ 2,858,967	 \$ 11,591,721	 \$ 12,805,387	 \$ (1,213,666)
 TRANSFERS IN				
Sales Tax Capital Improvement Fund (1%)	924,791	924,791	1,515,606	(590,815)
Sales and Use Tax - Police Facilities Capital Improvement Fund (.6%)	630,982	1,296,900	10,100,000	(8,803,100)
Firestone Urban Renewal Authority - Southern	-	-	495,503	(495,503)
Total Transfers In	1,555,773	2,221,691	12,111,109	(9,889,418)

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	3rd QUARTER 2018	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
EXPENDITURES				
<u>GENERAL GOVERNMENT</u>				
Salaries and benefits	\$ 357,776	\$ 872,839	\$ 1,215,600	\$ 342,761
Board of Trustee expenditures	20,551	64,219	90,032	25,813
Legal - Contracted	34,635	156,367	221,155	64,788
Legal (Out of Scope) - Contracted	-	-	130,000	130,000
Legal (Special) - Contracted	-	-	50,000	50,000
Finance - Contracted	1,505	121,209	355,350	234,141
Finance (Out of Scope) - Contracted	-	27,513	50,000	22,487
Human resources	23,165	27,554	80,450	52,896
General consulting services	1,633	1,633	25,000	23,367
Dues and memberships	7,055	15,736	21,010	5,274
Town elections	-	25,314	60,000	34,686
Municipal code and publishing	203	3,301	16,000	12,699
County Treasurer's fees	135	13,892	21,014	7,122
Insurance	29,513	90,515	114,000	23,485
Audit	-	18,750	19,000	250
Vehicle purchases and leases	-	8,133	40,000	31,867
Vehicle repairs and maintenance	658	1,569	2,700	1,131
General office and administration	236,293	551,661	719,180	167,519
Annual Town events	15,271	99,120	130,000	30,880
Community communications	-	350	6,000	5,650
Public relations	14,698	75,662	50,000	(25,662)
Economic development	5,151	8,118	45,205	37,087
Emergency maintenance	2,874	2,874	5,000	2,126
Miscellaneous	10,481	35,795	155,360	119,565
Total General Government	761,597	2,222,125	3,622,056	1,399,931

MUNICIPAL COURT

Salaries and benefits	38,103	92,155	117,800	25,645
Municipal judge	3,000	9,000	15,000	6,000
Legal - defense attorney	2,038	5,638	15,000	9,362
Court interpreter	225	983	1,400	417
Jury and trial fees	-	-	500	500
General office and administration	-	3,050	8,475	5,425
Miscellaneous	1,650	4,334	7,350	3,016
Total Municipal Court	45,016	115,160	165,525	50,365

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	3rd QUARTER 2018	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
<u>PLANNING</u>				
Salaries and benefits	86,823	232,989	299,100	66,111
Planner - Contracted	11,425	62,755	83,000	20,245
Building review and inspections - Contracted	130,159	389,313	475,000	85,687
Developer chargebacks	102,385	279,989	380,940	100,951
General office and administration	4,987	11,837	11,125	(712)
Miscellaneous	5,183	12,121	4,150	(7,971)
Total Planning	340,962	989,004	1,253,315	264,311

PUBLIC SAFETY

Salaries and benefits	874,620	2,426,635	3,238,300	811,665
Uniforms and cleaning	5,136	20,816	30,000	9,184
Training	1,489	7,606	25,000	17,394
Municipal and state code	62	907	5,500	4,593
Equipment	9,003	58,695	74,925	16,230
Vehicle purchases and leases	99,316	216,861	196,100	(20,761)
Vehicle repairs and maintenance	23,673	77,942	135,500	57,558
General office and administration	21,765	69,824	44,875	(24,949)
Community programs - County	-	10,227	11,000	773
Weld County dispatch services	-	24,023	41,850	17,827
Investigations	1,619	5,264	16,000	10,736
Police annual events	7,355	17,722	37,500	19,778
K-9 maintenance	741	4,459	6,000	1,541
Animal control	2,179	9,434	17,000	7,566
Miscellaneous	3,097	9,618	19,200	9,582
Total Public Safety	1,050,055	2,960,032	3,898,750	938,718

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	3rd QUARTER 2018	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
<u>PUBLIC WORKS</u>				
Salaries and benefits	143,784	417,431	592,219	174,788
Engineering - Contracted	43,390	190,633	240,540	49,907
Road maintenance & repairs	391,903	408,078	793,500	385,422
Street signs	313	1,104	16,000	14,896
Traffic calming	-	-	12,000	12,000
Street lights	13,744	54,830	95,600	40,770
Signal lights	2,086	15,579	9,000	(6,579)
Snow removal	-	10,012	50,000	39,988
Vehicle and equipment purchases and leases	173,383	297,355	242,232	(55,123)
Vehicle maintenance and repairs	8,755	27,730	56,000	28,270
General office and administration	15,575	41,607	55,575	13,968
Miscellaneous	2,737	8,784	19,050	10,266
Total Public Works	795,670	1,473,143	2,181,716	708,573

PARKS AND RECREATION

Salaries and benefits	122,700	292,466	558,600	266,134
Engineering - Contracted	1,306	3,629	6,690	3,061
Park maintenance	15,044	69,341	131,000	61,659
Park consulting	22,127	49,574	34,450	(15,124)
Vehicle and equipment purchases and leases	122,207	163,406	65,000	(98,406)
Vehicle maintenance and repairs	21,928	43,794	56,000	12,207
General park equipment	-	-	5,000	5,000
General office and administration	3,601	7,551	12,500	4,949
Miscellaneous	2,397	7,673	7,500	(173)
Total Parks and Recreation	311,309	637,433	876,740	239,307

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	3rd QUARTER 2018	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
<u>CAPITAL OUTLAY</u>				
Capital projects				
Streets	333,057	2,479,643	3,376,500	896,857
Buildings	1,918,777	2,582,545	12,325,863	9,743,318
Parks and recreation	99,552	128,940	1,135,000	1,006,060
Other	-	13,837	20,000	6,163
Developer infrastructure shareback	212,578	508,395	667,921	159,526
Total Capital Outlay	<u>2,563,964</u>	<u>5,713,360</u>	<u>17,525,284</u>	<u>11,811,924</u>
 Total Expenditures	 <u>5,868,573</u>	 <u>14,110,258</u>	 <u>29,523,386</u>	 <u>15,413,127</u>
TRANSFERS OUT				
Firestone Finance Authority	-	19,663	148,425	128,762
Water Fund	-	-	250,000	250,000
Total Transfers Out	<u>-</u>	<u>19,663</u>	<u>398,425</u>	<u>378,762</u>
 Excess of revenue over (under) expenditures	 (1,453,832)	 (316,509)	 (5,005,315)	 <u>\$ 4,688,804</u>
 FUND BALANCE - BEGINNING	 <u>17,290,105</u>	 <u>16,152,781</u>	 <u>15,780,889</u>	
 FUND BALANCE - ENDING	 <u>\$ 15,836,272</u>	 <u>\$ 15,836,272</u>	 <u>\$ 10,775,574</u>	

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2018

SALES TAX CAPITAL IMPROVEMENT FUND (1%)

	3rd QUARTER 2018	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Sales taxes	\$ 469,535	\$ 1,258,141	\$ 1,768,824	\$ (510,683)
Interest earnings	3,440	8,702	10,000	(1,298)
Total Revenue	472,975	1,266,843	1,778,824	(511,981)
EXPENDITURES				
2014 Revenue Bonds - Principal	-	-	155,000	155,000
2014 Revenue Bonds - Interest	-	53,359	106,718	53,359
Administrative fee	-	-	1,500	1,500
Total Expenditures	-	53,359	263,218	209,859
TRANSFERS OUT				
General Fund	924,791	924,791	1,515,606	590,815
Total Transfers Out	924,791	924,791	1,515,606	590,815
Excess of revenue over (under) expenditures	(451,816)	288,693	-	<u><u>\$ 288,693</u></u>
FUND BALANCE - BEGINNING	740,509	-	-	
FUND BALANCE - ENDING	<u><u>\$ 288,693</u></u>	<u><u>\$ 288,693</u></u>	<u><u>\$ -</u></u>	

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2018

SALES AND USE TAX - POLICE FACILITES CAPITAL IMPROVEMENT FUND (.6%)

	3rd QUARTER 2018	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Sales taxes	\$ 339,242	\$ 909,644	\$ 1,061,295	\$ (151,651)
Certificates of Participation	-	16,113,343	10,400,000	5,713,343
Interest earnings	87,770	147,335	8,000	139,335
Total Revenue	427,012	17,170,322	11,469,295	5,701,027
EXPENDITURES				
2018 Certificates of Participation - Principal	-	-	320,000	320,000
2018 Certificates of Participation - Interest	-	63,768	529,600	465,832
Certificates of Participation - issuance costs	-	104,816	300,000	195,184
Miscellaneous	8,077	15,480	-	(15,480)
Total Expenditures	8,077	184,064	1,149,600	965,536
TRANSFERS OUT				
General Fund	630,982	1,296,900	10,100,000	8,803,100
Total Transfers Out	630,982	1,296,900	10,100,000	8,803,100
Excess of revenue over (under) expenditures	(212,047)	15,689,358	219,695	<u>\$ 15,469,663</u>
FUND BALANCE - BEGINNING	15,901,405	-	-	
FUND BALANCE - ENDING	<u>\$ 15,689,358</u>	<u>\$ 15,689,358</u>	<u>\$ 219,695</u>	

**TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2018**

FIRESTONE FINANCE AUTHORITY

	3rd QUARTER 2018	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
TRANSFERS IN				
General Fund	\$ -	\$ 19,663	\$ 148,425	\$ (128,762)
Total Transfers In	-	19,663	148,425	(128,762)
EXPENDITURES				
2005 COPs - Principal	-	-	110,000	110,000
2005 COPs - Interest	-	18,463	36,925	18,462
Administration Fee	-	1,200	1,500	300
Total Expenditures	-	19,663	148,425	128,762
Excess of revenue over (under) expenditures	-	-	-	\$ -
FUND BALANCE - BEGINNING	-	-	-	-
FUND BALANCE - ENDING	\$ -	\$ -	\$ -	-

**TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2018**

FIRESTONE URBAN RENEWAL AUTHORITY - SOUTHERN

	3rd QUARTER 2018	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
EXPENDITURES				
Property taxes - TIF shareback	-	-	-	-
County Treasurer's fees	-	-	-	-
Total Expenditures	-	-	-	-
TRANSFERS OUT				
General fund	\$ -	\$ -	\$ 495,503	\$ 495,503
Total Transfers Out	-	-	495,503	495,503
Excess of revenue over (under) expenditures	-	-	(495,503)	<u>\$ 495,503</u>
FUND BALANCE - BEGINNING	495,503	495,503	495,503	
FUND BALANCE - ENDING	<u>\$ 495,503</u>	<u>\$ 495,503</u>	<u>\$ -</u>	

**TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2018**

FIRESTONE URBAN RENEWAL AUTHORITY - NORTHERN

	3rd QUARTER 2018	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Property taxes - TIF	\$ 5,723	\$ 1,404,533	\$ 1,348,107	\$ 56,426
Total Revenue	5,723	1,404,533	1,348,107	56,426
EXPENDITURES				
Property taxes - TIF shareback	41,750	852,148	765,775	(86,373)
Capital outlay	-	-	150,000	150,000
County Treasurer's fees	86	21,068	-	(21,068)
Total Expenditures	41,836	873,216	915,775	42,559
Excess of revenue over (under) expenditures	(36,113)	531,317	432,332	<u>\$ 98,985</u>
FUND BALANCE - BEGINNING	<u>1,146,264</u>	<u>578,834</u>	<u>633,843</u>	
FUND BALANCE - ENDING	<u>\$ 1,110,151</u>	<u>\$ 1,110,151</u>	<u>\$ 1,066,175</u>	

**TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE - ACTUAL AND BUDGET
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2018**

FIRESTONE URBAN RENEWAL AUTHORITY - CENTRAL

	3rd QUARTER 2018	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Property taxes - TIF	\$ 837	\$ 50,804	\$ 51,123	\$ (319)
Total Revenue	837	50,804	51,123	(319)
EXPENDITURES				
Property taxes - TIF shareback	1,726	39,381	40,077	696
County Treasurer's fees	13	762	-	(762)
Total Expenditures	1,739	40,142	40,077	(66)
Excess of revenue over (under) expenditures	(902)	10,661	11,046	<u><u>\$ (385)</u></u>
FUND BALANCE - BEGINNING	<u>(26,738)</u>	<u>(38,302)</u>	<u>(38,296)</u>	
FUND BALANCE - ENDING	<u><u>\$ (27,641)</u></u>	<u><u>\$ (27,641)</u></u>	<u><u>\$ (27,250)</u></u>	

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUNDS AVAILABLE - ACTUAL AND BUDGET
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2018

WATER FUND

	3rd QUARTER 2018	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Charges for services	\$ 1,564,163	\$ 3,231,094	\$ 3,325,900	\$ (94,806)
Tap fees - Residential	107,937	1,350,295	1,763,200	(412,905)
State and local grants	2,413	2,413	106,060	(103,647)
Meter and yoke fees	10,653	91,883	115,000	(23,117)
Water leases	46,861	74,861	22,500	52,361
CWCB Loan proceeds	-	-	8,420,000	(8,420,000)
Intergovernmental revenue	3,421	4,751	8,500	(3,749)
Water credit bidding	-	11,815,889	11,680,000	135,889
Property sale	-	-	689,000	(689,000)
Other	1,447	1,660	13,000	(11,340)
Interest earnings	102,911	289,716	30,000	259,716
Total Revenue	1,839,806	16,862,562	26,173,160	(9,310,598)
TRANSFERS IN				
General Fund	-	-	250,000	(250,000)
Total Transfers In	-	-	250,000	(250,000)
EXPENDITURES				
Operations				
Salaries and benefits	\$ 43,975	\$ 105,960	\$ 129,500	\$ 23,540
CWCWD water treatment	239,994	520,805	668,000	147,195
NOCOWT water assessments	234,471	235,558	250,000	14,442
Water line repairs and maintenance	1,127	10,844	32,100	21,256
Water testing	-	5,914	20,500	14,586
Equipment	31,960	114,738	161,000	46,262
Water master plan	-	1,392	-	(1,392)
Vehicle repairs and maintenance	3,480	11,935	28,000	16,065
Scada system maintenance	-	685	26,640	25,955
Utilities	1,240	4,065	4,700	635
Vehicle purchases and leases	11,872	16,412	-	(16,412)
Miscellaneous	386	6,379	11,625	5,246

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUNDS AVAILABLE - ACTUAL AND BUDGET
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2018

WATER FUND

	3rd QUARTER 2018	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
Administration				
Salaries and benefits	80,737	203,069	305,800	102,731
Conservation program	1,011	2,727	22,525	19,798
Legal - Contracted	-	58,955	140,500	81,545
Legal - Out of scope	-	-	100,000	100,000
General office and administration	3,447	12,621	26,975	14,354
Miscellaneous	18,837	58,042	115,100	57,058
Engineering - Contracted	38,920	88,729	97,130	8,401
Engineering - Special	201,812	403,520	723,100	319,580
CWCWD tap fees	81,332	972,653	1,291,200	318,547
Gould property sales commissions and expenses	5,968	11,024	39,000	27,976
Capital outlay	146,752	794,536	15,337,150	14,542,614
Total Expenditures	1,147,321	3,640,563	19,530,545	15,889,982
Excess of revenue over (under) expenditures	692,484	13,221,998	6,892,615	<u>\$ 6,329,383</u>
FUNDS AVAILABLE - BEGINNING	20,118,096	7,588,582	7,949,255	
FUNDS AVAILABLE - ENDING	<u>\$ 20,810,580</u>	<u>\$ 20,810,580</u>	<u>\$ 14,841,870</u>	

TOWN OF FIRESTONE
STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUNDS AVAILABLE - ACTUAL AND BUDGET
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2018

STORMWATER FUND

	3rd QUARTER 2018	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR TO DATE VARIANCE
REVENUES				
Storm water fees	\$ 141,873	\$ 418,252	\$ 534,000	\$ (115,748)
Interest earnings	5,411	8,675	2,000	6,675
Total Revenue	147,284	426,927	536,000	(109,073)
EXPENDITURES				
Operations				
Salaries and benefits	\$ 25,604	\$ 67,422	\$ 89,000	\$ 21,578
Engineering - Contracted	3,005	12,579	28,498	15,919
Legal - Contracted	98	98	1,073	975
Repairs and maintenance	1,077	1,077	10,000	8,923
Miscellaneous	1,487	2,417	1,950	(467)
Administration				
Salaries and benefits	2,161	5,740	7,700	1,960
Miscellaneous	332	332	500	168
Capital outlay	-	2,669	250,000	247,331
Total Expenditures	33,764	92,333	388,721	296,388
Excess of revenue over (under) expenditures	113,520	334,594	147,279	<u>\$ 187,315</u>
FUNDS AVAILABLE - BEGINNING	<u>1,072,742</u>	<u>851,668</u>	<u>713,854</u>	
FUNDS AVAILABLE - ENDING	<u>\$ 1,186,262</u>	<u>\$ 1,186,262</u>	<u>\$ 861,133</u>	

Town of Firestone 2018 Budget Key Assumptions

Revenues

The Town anticipates collecting the following sources of significant revenues during fiscal year 2018:

- **Sales & Use Taxes** - The Town receives 3.6% from all taxable retail sales occurring within the Town limits and 2.6% use tax on half the total valuation of estimated building costs and is collected when a building permit is issued. Of the 3.6% the Town collects, 1% of that is used to pay for streets and parks capital and operational costs and .6% is used to for financing the construction of the new Firestone Police Station and the purchase of all the necessary land, equipment, furnishings, improvement and incidentals.
- **Property Taxes** – The Town anticipates collecting approximately \$1.4M of ad valorem property taxes from the imposition of a 6.805 General Fund mill levy.
- **Franchise Taxes** – The Town projects approximately \$564K of franchise taxes in 2018 related to electric, gas, telephone and cable television services.
- **Intergovernmental Revenues** – The Town anticipates collecting various revenues collected from the State or other governmental entities including but not limited to cigarette tax, Highway User Tax Funds, County Road and Bridge, and severance taxes.
- **Licenses, Fees and Permits** – The Town collects impact fees related to the future impact on development and necessary for future capital infrastructure needs related to streets, parks, storm drainage, buildings and water irrigation. Additionally the Town collects various other construction related revenues including building and other permits and developer chargebacks.
- **User Charges** – The Town charges various user fees for both its water and storm drainage services. The Town anticipates collecting approximately \$3.9M in user charger fees during 2018.

Expenditures

Operational Expenditures

The Town provides various services to the public including public safety, community development and planning, municipal court, general government, public works, water, and storm drainage. The Town's 2018 budget includes projected operating expenditures based on historical and increased level of services along with the increase of additional personnel costs.

Capital Outlay

The Town has budgeted approximately \$32.9M of capital outlay costs for 2018 related to streets, parks, water, storm drainage and municipal building infrastructure projects.

MEMORANDUM

Date: October 24, 2018 (Board meeting)
To: Town Board of Trustees
From: Marjorie Wickham, Deputy Finance Director
Re: 3rd Quarter 2019 Financial Statements

1) Sales Tax:

- **General Fund Sales Tax Collections** (through September 2018):
The year to date general sales tax collections total \$2,438,988, which is approximately \$198,000 more than the total collections through September 2017 due to the addition of approximately ten new vendors in 2018 and organic growth. The general sales tax revenues currently recorded for September 2018 have been estimated based on a 7% average increase in sales tax revenues from January through August, 2017 to January through August, 2018. The year to date general sales tax revenues of \$2,947,383 also includes \$508,395 in PIF share back revenues from AFW and THD, which was not included in the September 2017 revenues as it was only included at year end instead of quarterly in previous years.
- **1% Sales Tax Collections** (through September 2018):
The year to date 1% sales tax collections total \$1,258,141, which is \$76,874 or 6.51% higher than total collections through September 2017 due to the addition of approximately ten new vendors in 2018 and organic growth. The 1% sales tax revenues currently recorded for September 2018 has been estimated based on a 6% average increase in 1% sales tax revenue from January through August, 2017 to January through August, 2018.
- **.6% Sales Tax Collections** (through September 2018): The year to date .6% sales tax collections total \$909,644, which includes estimated sales tax revenues for September, 2018 based on the average sales tax collections for January through August, 2018.

2) Property Tax Collections:

As of September 2018, 99.1% of the budgeted property tax revenues have been collected for a total of \$1,388,454, which is trending the same as previous year collections of September 2017. The majority of all property taxes were remitted by the County Treasurer by July 10th. Included in the year to date property tax revenues of \$1,451,953 is \$63,499 in Tax Increment Financing (TIF) that has been shared back by both the Northern and Central Urban Renewal Authorities to the Town as of September 30, 2018. The TIF revenues were not included in the 2018 budget.

3) Building Permits:

Total building permit revenue at September 30, 2018 was \$885,249 compared to \$621,484 as of September 30, 2017. As of September 30, 2018, there were 112 single family home permits issued, 26 less than total single-family permits issued through September 2017. However, there have been 24 multi-family permits issued through September 2018 compared to 9 for the same time period in 2017.

4) Impact Fees:

Total impact fee revenues through the month of September 2018 were \$2,849,375 or 132.89% of the revenue estimated for 2018 of \$2,144,112. Revenues for the same period for 2017 were \$1,663,737, an increase of \$1,185,638, which correlates to the increase in multi-family permits issued during 2018 compared to 2017 as noted in 3) above.

5) Water Sales Revenue:

Total water revenue charges through the month of September 2018 were \$3,231,094 or 97.15% of the estimated revenues for 2018 of \$3,325,900, compared to actual revenues received of \$2,983,528 for the same period in 2017 which was 84.74% of actual revenues for 2017. This is not a weighted average because water sales tend to be cyclical with June through September being the highest consumption months. Year to date sales of water taps through September are at 76.58% of the annual budget, which also correlates to the increase in multi-family permits as noted in item 3).

6) Cash Availability and Reserves:

Total Cash and Investments on Hand (as of September 30, 2018) was approximately \$56.2M of which \$25.3M was restricted for the following purposes:

- a) \$7.4M impact fees collected for Roadway, Regional Parks, Municipal Facilities, Drainage, and Raw Water restricted for related capital projects.
- b) \$313K Conservation Trust funds restricted for future payments on maintenance and capital expenditures as allowed under state statutes.
- c) \$335K Open Space funds restricted for the purchase, development and maintenance of open space within the Town.
- d) \$15.7M PD Facility (.6%) restricted for the construction of the new police facility and associated debt service issuance/payments.
- e) \$1.6M Firestone Urban Renewal Authority funds restricted for improvements to mitigate blight in the Urban Renewal Authority boundaries.

Additionally, there were \$7.6M designated for the following purposes:

- f) \$5.5M designated for future Northern Integrated Supply (NISP) water project costs.
- g) \$2.1M working reserve of 25% of current year General Fund operating expenditures.

\$23.6M was unrestricted and undesignated at September 30th, of which \$15.3M of that pertains to the Water Fund.

At September 30, 2018 cash and investments were held as follows:

Deposit accounts – FirstBank and Adams Bank	\$610K
Savings accounts – FirstBank and Adams Bank	\$6.8M
CSAFE	\$33.5M (currently yielding 2.10%)
Restricted Deposits – UMB – 2018 COPS	\$14.8M (currently yielding 2.23%)
Certificates of Deposit	\$490K

7) Debt and Bonds:

At September 30, 2018 the Town had the following long-term indebtedness outstanding:

1. 2005 Certificates of Participation \$1,055,000 outstanding as of September 30, 2018. (Original issue by the Firestone Finance Authority in 2005 of \$1,985,000 with interest at 3.5% to 6.75% per annum. Payments are due in annual installments through December 2025).
2. 2014 Sales Tax Revenue Bonds \$3,187,000 outstanding as of September 30, 2018. (Original issued amount was \$3,795,000 with interest at 2.0% to 3.65% per annum. Payments are due in annual installments through December 2033).
3. Colorado Water Conservation Board (CWCB) Loan \$1,580,000 outstanding as of September 30, 2018. (Total loan approved of \$10M. Interest accrued at a rate of 2.35% as the loan funds are drawn down by the Town and will become payable when the project is substantially complete. The CWCB loan funds are being used to develop a non-potable water supply. The balance of \$8,420,000 is expected to be drawn down in 2019 and 2020.
4. 2018 Certificates of Participation \$16,113,343 outstanding as of September 30, 2018, at an interest rate of 3.81% payable semi-annually on June 1 and December 1 commencing June 1, 2018. Principal related payment on the Certificates are due beginning December 1, 2018 and mature on December 1, 2042.

8) 3rd Quarter/Current Finance Projects:

- 1) Finance updated the Town Issued Credit Card policy, which was reviewed by the Finance Committee and approved by the Board at the September 12, 2018 meeting.
- 2) Continued training new finance staffed hired in January and May, 2018.
- 3) Continued with implementing the Project Accounting and Asset Management modules in Finance as part of the Caselle 3rd phase software implementation in May and June, 2018.
- 4) Finance put together an RFP for the Town's 2018 audit and worked with the Finance Committee to select potential firms to interview. Firm selection will be made in October 2018.
- 5) Finance put together the 2019 Draft Budget for review by the Board of Trustees at workshops during October and November 2018.

9) 4th Quarter Projects:

- 1) Finalize the 2019 budget to be adopted by the Board at the December 12, 2018 meeting.
- 2) Continue updating Finance policies and procedures.
- 3) Training of new Director of Finance.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.e.

Consent Agenda

Meeting Date: October 24, 2018

Initiated By: Jennifer Weinberger

Dept: Administration

AGENDA TITLE

Approval of 2018-2019 Lobbyist Contract

SUMMARY

The Town of Firestone has engaged Steve Balcerovich and Kathy Oatis as our Lobbyists since September 26, 2016. Steve and Kathy have worked with the Town Board, Town Manager and the Board of Trustees CML Liaison, Samantha Meiring on issues that are important to the Town.

The current contract expires on October 31, 2018, and this current contract if approved will run from November 1, 2018 through October 31, 2019. The costs and terms of the contract have not changed and will be the same for this next contract term.

HISTORY AND PREVIOUS BOARD ACTION

The Board has previously approved two prior contracts with the Lobbyists. Their fees were included in the draft 2019 budget for the same amount as 2018 and 2017 for \$31,000 in total for the term of the contract.

RECOMMENDATION

Town staff recommends approving the Contract between the Town of Firestone and the Lobbyist consultants, Steve Balcerovich and Kathy Oatis for the 2018/2019 year.

"I move to approve the Consulting Services agreement between the Town of Firestone and the Lobbyist Specialists, Steve Balcerovich and Kathy Oatis for an amount not-to-exceed \$31,000."

ALTERNATIVES

The Board of Trustees can provide alternative direction to staff.

ATTACHMENTS

1. Lobbyist Contract 2018

FINANCIAL CONSIDERATIONS

This has been placed in the draft 2019 budget, and is the same amount as the year prior.

**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND THE STEVE BALCEROVICH AND KATHY OATIS
FOR CONSULTING SERVICES**

1.0 PARTIES

The parties to this Agreement are the **Town of Firestone**, a Colorado municipal corporation, hereinafter referred to as the "Town", and **Steve Balcerovich and Kathy Oatis**, independent government affairs specialists, hereinafter referred to as the "Specialists".

2.0 RECITALS AND PURPOSE

2.1 The Town desires to engage the Specialists for the purpose of providing professional government affairs services (which services are hereinafter referred to as the "Services").

2.2 The Specialists represents that they have the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Specialists agree to provide the Town, on an as-requested basis, with the specific Services requested and to perform the specific tasks, duties and responsibilities for legislative services approved by the Town. The Specialists 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 Specialists acknowledge 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 Specialists to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

4.1 The Town shall pay the Specialists for Services requested and rendered under this Agreement at a monthly rate of \$2,500. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Specialists' efforts, including but not limited to salaries, benefits, overhead, administration, profits, outside consultation fees, and expenses (excepting only expenses not to exceed \$225 for CML fees for attending its legislative lunches on behalf of the Town). 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 Specialists 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 Specialists 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-half percent (1.5%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

5.1 The Town designates Arthur J. Krieger, Interim Town Manager, as the responsible Town staff to provide direction to the Specialists during the conduct of the Services. The Specialists shall comply with the directions given by Mr. Krieger and such person's designees.

5.2 The Specialists designate Steve Balcerovich and Kathy Oatis as its project managers and as the principals in charge who shall be providing the Services under this Agreement. The Services shall not be provided by persons other than Steve Balcerovich and Kathy Oatis.

6.0 TERM

6.1 The term of this Agreement shall be November 1, 2018 to October 31, 2019, unless sooner terminated pursuant to Section 13, below. The Specialists' 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 and timing of its needs.

6.2 Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the Town not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year. The Specialists understand and agree that any decision of the Town Board of Trustees to not appropriate funds shall be without recourse, penalty or liability to the Town.

7.0 INSURANCE

7.1 The nature of the relationship of the Specialists to the Town is that of an independent contractor, and as such, the Specialists are required as a condition of this to maintain all applicable insurances as required by law

7.2 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 Specialists agree 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 fault of the Specialists or any subcontractor of the Specialists, or any officer, employee, or agent of the Specialists or any subcontractor, or any other person for whom Specialists is responsible. The Specialists shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Specialists shall further bear all other costs and expenses incurred by the Town or Specialists 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 Specialists. 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 Specialists' 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

Specialists' 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.

10.0 INDEPENDENT CONTRACTOR

Specialists and any persons employed by Specialists 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 Specialists as to details of doing work or to exercise a measure of control over the work mean that Specialists shall follow the direction of the Town as to end results of the work only. This Contract shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Town will not withhold Social Security, Medicare, State or Federal taxes. Earnings in excess of \$600.00 per year will be recorded on IRS Form 1099-MISC and reported to the IRS.

As an independent contractor, Specialists are 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 Specialists are obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.

11.0 ASSIGNMENT

Specialists shall not assign, employ, 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 Specialists 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 Specialists 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 Specialists 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. Specialists shall not provide copies of any such material to any other party without the prior written consent of the Town.

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 Specialists 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 as stated under Exhibit A.

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.
Firestone, Colorado 80520
Telephone: (303) 833-3291
Fax: (303) 833-4863

If to the Specialists:

Steve Balcerovich and Kathy Oatis
2441 Broadway #218
Denver, CO 80205
Telephone: (720) 351-2007

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** Specialists will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Specialists 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. Specialists agree 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** Specialists 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.

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

Bobbi Sindelar, Mayor

Attest: _____
Leah Vanarsdall, Town Clerk

Date: _____

SPECIALISTS:
STEVE BALCEROVICH & KATHY OATIS

By: Steve Balcerovich
Title: Lobbyist

By: Kathy Oatis
Title: Lobbyist

Exhibit A

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.

Exhibit B - Fee Proposal and Structure

[See Following Page(s)]

Exhibit C

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.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.f.

Consent Agenda

Meeting Date: October 24, 2018

Initiated By: Dave Lindsay

Dept: Public Works/ Parks & Rec

AGENDA TITLE

McClure Avenue Widening Construction - Change Order No. 2 & Payment Application No.2

SUMMARY

The McClure Avenue Widening project has been under construction for two months now. During this time the new 8-in water line main is now connected to the existing water line system and in service with all residents tied-over. The storm sewer system improvements have also been completed. The curb, gutter and sidewalk has been removed and replaced from Second Street to Fifth Street on the north side of McClure Avenue and the new curb, gutter and sidewalk on the south side of McClure Avenue from Adams Way to Fourth Street has been installed.

Change Order No. 2 is being processed to reflect the asbuilt condition of the 8-in water line main, storm sewer improvements and the additional saw-cutting necessary in order to preserve the existing roadway while construction was occurring in more than one location.

A memo further explaining the Change Order items and recommending payment is attached.

Staff presents Change Order No. 2 and Payment Application No. 2 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 July 11, 2018.

Construction on the project started August 7, 2018.

The Board of Trustees approved Change Order No. 1 at the regular meeting on September 26, 2018.

RECOMMENDATION

Staff recommends the Board of Trustees approve Change Order No. 2 to the contract with Defalco Construction Company in the amount of \$ 24,595.91 and authorize the Mayor to execute the change order on behalf of the Town.

Staff recommends the Board of Trustees approve Payment Application No. for Defalco Construction Company in the amount of \$198,294.66 and authorize the Mayor to execute the pay app on behalf of the Town.

ALTERNATIVES

The items included in the change order were directed by staff and have been completed. Unless there is a defect claim by the Town for the work completed the change order should be approved.

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. 0668.0188.04 Memo (PA No. 2)-2018.10.24
2. CHANGE ORDER NO 2
3. Pay App No. 2

FINANCIAL CONSIDERATIONS

This payment is for \$198,294.66 and brings the total payments for the project to \$327,625.04.

The budget for the roadway improvements is \$969,602.00 and is being funded from the 2013 1% Sales Tax Initiative. The waterline improvements will be funded from the Water Fund.

Currently \$173,033.02 should be processed from the 2013 1% Sales Tax Initiative and \$25,261.64 should be processed from the Water 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: October 15, 2018

SUBJECT: McClure Avenue Widening Project Change Order No. 2
and Pay App No. 2

PROJECT No.: 0668.0188.04

GL #: 100.8000.1000.000.50220.220

This memo has been prepared to provide supporting documentation for Change Order No. 2 and Payment Application No. 2 for the McClure Avenue Widening Project. The original construction contract amount of \$ 814,651.62 was awarded to Defalco Construction Company at the Town Board meeting on July 11, 2018, Change Order No. 1 was approved at the Town Board Meeting on September 26, 2018. The project has been under construction for two months and is 24% complete.

Change Order No. 2

A Change Order No. 2 is being issued for several items, as listed below:

- Due to the phasing of the project the contractor did not want to tear up the entire roadway prior to removing and replacing the existing concrete on the north side of the street, so additional saw cutting was required in order to remove only what was necessary. The Asphalt/Concrete Saw-cut quantity is being updated to reflect this. (\$1,111.75)
- The waterline and storm sewer quantities are being updated to reflect the actual built condition of the system. (\$8,448.44)
- Unsuitable material was encountered during the sidewalk, and curb and gutter preparation for concrete. Additional reinforcement material was required in order to properly compact and provide a solid surface for the finished product. (\$14,035.67)
- Truncated domes are being upgraded to match the recently installed domes through the Old Town neighborhood. (\$1,000.05)

The net change to the overall contract is a **\$ 24,595.91** increase.

Payment Application No. 2

The new curb, gutter and sidewalk on the north side of McClure Avenue has been installed as well as several of the cross-pans have been completed. The new 8" waterline main has been connected to the existing water system and is now in service with all affected residents tied-over to the new main. The storm sewer improvements have also been installed. Payment Application No. 2, included with this memorandum, has a total payment due of **\$198,294.66**. This project will be funded from two different sources, the 2013 1%

Sales Tax Initiative for the roadway improvements and the Water Fund for the waterline improvements. Currently **\$173,033.02** should be paid from the 2013 1% Sales Tax Initiative and **\$25,261.64** should be paid from the Water Fund. The project budget tracking is summarized below:

DESCRIPTION	2018 BUDGET	CONTRACT AMOUNT	ACTUAL COST	BUDGET to ACTUAL DIFFERENCE
McClure Avenue Widening Construction	\$969,602.00	\$715,563.83	\$230,032.87	\$739,569.13
Waterline Construction	\$0.00	\$102,963.77	\$97,592.17	(\$97,592.17)
Materials Testing	\$14,544.00	\$14,960.00	\$5,900.00	\$8,644.00
Construction Engineering	\$67,872.00	\$61,220.00	\$23,601.10	\$44,270.90
Frederick Electric Relocation	\$0.00	\$81,736.20	\$0.00	\$0.00
Total Project	\$1,052,018.00	\$976,443.80	\$357,126.14	\$694,891.86

Please include a check of **\$198,294.66** to Defalco Construction Company in the next check run for the October 24, 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.

SECTION 00941
CHANGE ORDER

No. 2

Date of Issuance: 10/15/18

Effective Date: 10/24/18

Project: McClure Avenue Widening	Owner: Town of Firestone	Owner's Contract No.: 100.8000.1000.000.220
Contract: Construction Services	Date of Contract: August 6, 2018	
Contractor: Defalco Construction Company	Engineer's Project No.: 0668.0188.04	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

See attached detail.

Attachments (list documents supporting change):

Descriptions

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: (Calendar days)
\$ 814,651.62	Substantial completion (days or date): <u>October 12, 2018</u>
	Ready for final payment (days or date): <u>October 26, 2018</u>
Increase or Decrease from previously approved Change Orders No. <u>0</u> to No. <u>1</u> :	Increase or Decrease from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :
\$ 19,161.70	Substantial completion (days): <u>0</u>
	Ready for final payment (days): <u>0</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 833,813.32	Substantial completion (days or date): <u>October 12, 2018</u>
	Ready for final payment (days or date): <u>October 26, 2018</u>
Increase of this Change Order:	Increase of this Change Order:
\$ 24,595.91	Substantial completion (days or date): <u>October 12, 2018</u>
	Ready for final payment (days or date): <u>October 26, 2018</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 858,409.23	Substantial completion (days or date): <u>October 12, 2018</u>
	Ready for final payment (days or date): <u>October 26, 2018</u>

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 10-18-18

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 10/17/18

DESCRIPTION:

Item No. 1 – NET CHANGE = \$ 9,310.19

Due to the phasing of the project the contractor did not want to tear up the entire roadway prior to removing and replacing the existing concrete on the north side of the street, so additional saw cutting was required in order to remove only what was necessary. The Asphalt/Concrete Saw-cut quantity is being updated to reflect this.

The waterline and storm sewer quantities are being updated to reflect the actual built condition of the system.

Revised Item 1. ASPHALT/CONCRETE SAW-CUT

Adjusted Quantity = 1,591 LF (Increase 271 LF)

Unit Price = \$ 3.67

Net Change = \$ 994.57

Revised Item 3. CONCRETE REMOVAL

Adjusted Quantity = 13,868 SF (Increase 93 SF)

Unit Price = \$ 1.26

Net Change = \$ 117.18

Revised Item 22. 24" RCP

Adjusted Quantity = 408 LF (Increase 4 LF)

Unit Price = \$ 87.54

Net Change = \$ 350.16

Revised Item 24. 4' FLAT TOP MANHOLE

Adjusted Quantity = 3 EA (Increase 2 EA)

Unit Price = \$ 2,933.40

Net Change = \$ 5,866.80

Revised Item 67. FLASH FILL ABANDONED WATER LINES

Adjusted Quantity = 14 CY (Increase 4 CY)

Unit Price = \$ 401.62

Net Change = \$ 1,606.48

Revised Item 70. 8" MRJ11 ¼° BEND W/TB

Adjusted Quantity = 2 EA (Increase 1 EA)

Unit Price = \$ 375.00

Net Change = \$ 375.00

Item No. 2 – ADDITIONAL WORK - NET CHANGE = \$ 15,285.72

Unsuitable material was encountered during the sidewalk, and curb and gutter preparation for concrete. Additional material was required in order to properly compact and provide a solid surface for the finished product.

An additional fitting was required in order to connect to the existing water line.

The truncated domes are being upgraded to match the recently installed domes throughout the Old Town neighborhood.

New Item 71. UNSUITABLE SUBGRADE & RECYCLED ROAD BASE

Quantity = 559.19

Unit = TONS

Unit Price = \$ 25.10

Net Change = \$ 14,035.67

New Item 72. 8" X 6" REDUCER

Quantity = 1

Unit = EA

Unit Price = \$ 250.00

Net Change = \$ 250.00

New Item 73. EPOXY COATED TRUNCATED DOMES

Quantity = 15

Unit = EA

Unit Price = \$ 66.67

Net Change = \$ 1,000.05

September 4, 2018 TO September 28, 2018

CONTRACT : MCCLURE AVENUE WIDENING PROJECT

		BID	BID	QUANTITY COMPLETED		UNIT BID	AMOUNT COMPLETED	
ITEM	DESCRIPTION	UNIT	QUANTITY	TO DATE	THIS PERIOD	PRICE	TO DATE	THIS PERIOD
2016 First Street Replacement Project								
REMOVAL & REPLACEMENT								
1	ASPHALT/CONCRETE SAW-CUT (CO#1)(CO#2)	LF	1,591	1591	271	\$3.67	\$ 5,838.97	\$ 994.57
2	ASPHALT REMOVAL	SY	8,610	610	610	\$2.60	\$ 1,586.00	\$ 1,586.00
3	CONCRETE REMOVAL (CO#2)	SF	13,868	13,868	6,486	\$1.26	\$ 17,473.68	\$ 8,172.36
4	REMOVE EX SIGN AND POST	EA	10	4	3	\$78.63	\$ 314.52	\$ 235.89
5	LANDSCAPE REMOVAL	SF	2,810	0	0	\$0.46	\$ -	\$ -
6	REMOVE EX TREE	EA	1	0	0	\$1,156.22	\$ -	\$ -
7	REMOVE EX MANHOLE (CO#2)	LS	2	2	2	\$1,486.84	\$ 2,973.68	\$ 2,973.68
8	EXISTING 18" RCP REMOVAL	LF	23	0	0	\$27.58	\$ -	\$ -
9	EXISTING 24" RCP REMOVAL	LF	400	96	96	\$30.71	\$ 2,948.16	\$ 2,948.16
10	REMOVE GUARDRAIL	LF	41	20	20	\$9.62	\$ 192.40	\$ 192.40
EROSION CONTROL & EARTHWORK								
11	STRAW WATTLES (CO#1)	EA	4	4	0	\$158.92	\$ 635.68	\$ -
12	SILT FENCE	LF	1,500	0	0	\$2.25	\$ -	\$ -
13	VEHICLE TRACKING CONTROL PAD	EA	1	0	0	\$2,429.18	\$ -	\$ -
14	CONCRETE WASHOUT AREA	EA	1	1	0	\$653.57	\$ 653.57	\$ -
15	STRIP TOPSOIL (4" DEPTH)	CY	600	170	40	\$10.08	\$ 1,713.60	\$ 403.20
16	CUT	CY	630	100	100	\$9.21	\$ 921.00	\$ 921.00
17	FILL	CY	775	100	100	\$10.26	\$ 1,026.00	\$ 1,026.00
18	TOPSOIL REPLACEMENT (4" DEPTH)	CY	145	0	0	\$31.55	\$ -	\$ -
19	RESEED AND MULCH	AC	0.3	0	0	\$5,300.00	\$ -	\$ -
UTILITIES								
20	SIDEWALK CHASE	EA	1	0	0	\$2,215.74	\$ -	\$ -
21	TRICKLE CHANNEL	LF	17	0	0	\$48.14	\$ -	\$ -
22	24" RCP (CO#2)	LF	408	408	408	\$87.54	\$ 35,716.32	\$ 35,716.32
23	18" FES	EA	1	0	0	\$1,047.37	\$ -	\$ -
24	4' FLAT TOP MANHOLE (CO#2)	EA	3	3	3	\$2,933.40	\$ 8,800.20	\$ 8,800.20
25	ADJUST STORM MANHOLE LIDS	EA	3	0	0	\$638.68	\$ -	\$ -
26	ADJUST VALVE BOX	EA	9	0	0	\$362.24	\$ -	\$ -
27	ADJUST SANITARY SEWER MANHOLE LIDS	EA	12	1	1	\$517.75	\$ 517.75	\$ 517.75
28	CONNECT TO EXISTING INLETS	EA	3	0	0	\$1,690.24	\$ -	\$ -
ROADWAY CONSTRUCTION								
29	SUBGRADE PREPARATION- SOIL STERILIZATION	SY	10,795	0	0	\$4.73	\$ -	\$ -
30	VERTICAL CURB & GUTTER	LF	1,635	0	0	\$25.41	\$ -	\$ -
31	TRANSITION CURB & GUTTER	LF	76	0	0	\$26.73	\$ -	\$ -
32	ROLL OVER CURB, GUTTER & SIDEWALK	LF	1,580	843	381	\$43.48	\$ 36,653.64	\$ 16,565.88
33	MATCH EX CURB, GUTTER & SIDEWALK	LF	1,170	1,323	1,323	\$44.28	\$ 58,582.44	\$ 58,582.44
34	DRIVEWAY CUTS & ACCESS CUTS	LF	104	27	0	\$26.58	\$ 717.66	\$ -
35	CROSS PAN	EA	8	4	4	\$1,852.98	\$ 7,411.92	\$ 7,411.92
36	CURB RETURNS WITH HANDICAP RAMP	EA	15	4	4	\$2,125.99	\$ 8,503.96	\$ 8,503.96
37	ASPHALT PAVEMENT - 5" FULL DEPTH	SYI	53,975	0	0	\$3.71	\$ -	\$ -
STRIPING & SIGNAGE								

APPLICATION FOR PAYMENT
PROGRESS PAYMENT No. 2
September 4, 2018 TO September 28, 2018

CONTRACTOR : Defalco Construction Company
OWNER: TOWN OF FIRESTONE
ENGINEER : COLORADO CIVIL GROUP, INC.
CONTRACT : MCCLURE AVENUE WIDENING PROJECT

ITEM	DESCRIPTION	BID	BID	QUANTITY COMPLETED		UNIT BID	AMOUNT COMPLETED	
		UNIT	QUANTITY	TO DATE	THIS PERIOD	PRICE	TO DATE	THIS PERIOD
38	4" SOLID DOUBLE YELLOW CENTER STRIPE	LF	1,400	0	0	\$2.65	\$ -	\$ -
39	4" SOLID WHITE EDGE STRIPE	LF	1,095	0	0	\$1.33	\$ -	\$ -
40	STOP BAR THERMOPLASTIC SYMBOL	EA	6	0	0	\$477.00	\$ -	\$ -
41	RIGHT TURN ARROW THERMOPLASTIC SYMBOL	EA	1	0	0	\$397.50	\$ -	\$ -
42	LEFT TURN ARROW THERMOPLASTIC SYMBOL	EA	1	0	0	\$397.50	\$ -	\$ -
43	CROSSWALK THERMOPLASTIC SYMBOLS	EA	2	0	0	\$2,120.00	\$ -	\$ -
44	STOP SIGN (R101, 30"x30")	EA	11	0	0	\$218.92	\$ -	\$ -
45	ALL WAY (R1-3P, 18"x6")	EA	6	0	0	\$167.86	\$ -	\$ -
46	NO PARKING WITH LEFT ARROW (R7-1L, 12"x18")	EA	4	0	0	\$178.07	\$ -	\$ -
47	NO PARKING WITH RIGHT ARROW (R7-1R, 12"x18")	EA	4	0	0	\$178.07	\$ -	\$ -
48	NO PARKING (R7-1D, 12"x18")	EA	3	0	0	\$178.07	\$ -	\$ -
WATER LINE SYSTEM IMPROVEMENTS								
49	8" PVC WATER LINE	LF	700	628	31	\$47.78	\$ 30,005.84	\$ 1,481.18
50	10" PVC WATER LINE (CO#1)	LF	48	48	0	\$141.26	\$ 6,780.48	\$ -
51	10" x 8" MRJ REDUCER	EA	1	1	0	\$542.51	\$ 542.51	\$ -
52	8" MRJ PLUG ASSEMBLY W/2" BLOWOFF	EA	2	2	0	\$2,328.66	\$ 4,657.32	\$ -
53	8" X 8" MRJ TEE W/TB	EA	3	3	0	\$692.50	\$ 2,077.50	\$ -
54	8" MRJ 22.5° BEND W/TB (CO#1)	EA	3	3	0	\$367.63	\$ 1,102.89	\$ -
55	8" MRJ 45° BEND W/TB	EA	2	2	0	\$481.88	\$ 963.76	\$ -
56	8" MRJ 90° BEND W/TB	EA	2	0	0	\$513.79	\$ -	\$ -
57	10" MRJ 45° BEND W/TB	EA	2	2	0	\$548.90	\$ 1,097.80	\$ -
58	10" MRJ SOLID SLEEVE	EA	1	1	0	\$574.42	\$ 574.42	\$ -
59	ROMAC MACRO HP COUPLING - CONNECT TO 8" ACP WATER LINE	EA	2	0	0	\$491.45	\$ -	\$ -
60	8" MRJ GTV & BOX	EA	4	4	0	\$1,589.24	\$ 6,356.96	\$ -
61	FIRE HYDRANT ASSEMBLY	EA	2	2	0	\$7,123.51	\$ 14,247.02	\$ -
62	CONNECT TO EXISTING 10" WATER LINE	EA	1	1	0	\$5,405.21	\$ 5,405.21	\$ -
63	CONNECT TO EXISTING 8" WATER LINE	EA	2	2	2	\$4,822.55	\$ 9,645.10	\$ 9,645.10
64	CONNECT EXISTING WATER SERVICES	EA	5	5	5	\$1,060.92	\$ 5,304.60	\$ 5,304.60
65	EXISTING VALVE BOX TO BE REMOVED	EA	6	2	2	\$350.61	\$ 701.22	\$ 701.22
66	EXISTING FIRE HYDRANT TO BE REMOVED	EA	2	2	2	\$1,128.43	\$ 2,256.86	\$ 2,256.86
67	FLASH FILL ABANDONED WATER LINES (CO#2)	CY	14	14	14	\$401.62	\$ 5,622.68	\$ 5,622.68
MISCELLANEOUS								
68	TRAFFIC CONTROL	LS	1	0.5	0.25	\$52,961.99	\$ 26,481.00	\$ 13,240.50
69	MOBILIZATION (5%)	LS	1	0.5	0	\$25,123.59	\$ 12,561.80	\$ -
CHANGE ORDER NO. 1								
70	8" MRJ 11 1/4" BEND W/TB (CO#2)	EA	2	2	1	\$375.00	\$ 750.00	\$ 375.00
CHANGE ORDER NO. 2								
71	UNSUITABLE SUBGRADE & RECYCLED CONCRETE ROAD BASE	TONS	559.19	559.19	559.19	\$25.10	\$ 14,035.67	\$ 14,035.67
72	8" x 6" REDUCER	EA	1	1	1	\$250.00	\$ 250.00	\$ 250.00
73	EPOXY COATED TRUNCATED DOMES	EA	15	4	4	\$66.67	\$ 266.68	\$ 266.68
							\$ 344,868.46	\$ 208,731.22

APPLICATION FOR PAYMENT
PROGRESS PAYMENT No. 2
September 4, 2018 TO September 28, 2018

CONTRACTOR : Defalco Construction Company
OWNER: TOWN OF FIRESTONE
ENGINEER : COLORADO CIVIL GROUP, INC.
CONTRACT : MCCLURE AVENUE WIDENING PROJECT

		BID	BID	QUANTITY COMPLETED		UNIT BID	AMOUNT COMPLETED	
ITEM	DESCRIPTION	UNIT	QUANTITY	TO DATE	THIS PERIOD	PRICE	TO DATE	THIS PERIOD
<u>STORED MATERIALS</u>								
ITEM #	DESCRIPTION	INVOICE #		AMOUNT				
1				\$-				
2				\$-				
3				\$-				
4				\$-				
5				\$-				

ORIGINAL CONTRACT AMOUNT = 814,651.62
APPROVED CHANGE ORDERS TO DATE = 43,757.61
CURRENT CONTRACT AMOUNT = 858,409.23
TOTAL WORK COMPLETED AND MATERIALS STORED TO DATE = 344,868.46
RETAINAGE (5%) = 17,243.42
TOTAL EARNED LESS RETAINAGE = 327,625.04
LIQUIDATED DAMAGES WITHHELD = \$-
TOTAL EARNED LESS LIQUIDATED DAMAGES =
PREVIOUS PAYMENTS = 129,330.38
CURRENT PAYMENT DUE = 198,294.66

PERCENTAGE OF JOB COMPLETE= 24.32%

SUBMITTED BY : Tony Defalco
(CONTRACTOR)

REVIEWED BY : Sandra Yuen
(ENGINEER)

APPROVED BY : _____
(OWNER)

DATE : 10/17/18

DATE : 10-16-18

DATE : _____

RESOLUTION NO 18-42

A RESOLUTION OPPOSING “AMENDMENT 74”, AN ATTEMPT TO AMEND THE COLORADO CONSTITUTION TO DRASTICALLY LIMIT STATE AND LOCAL GOVERNMENT SERVICES AT A HIGH COST TO TAXPAYERS

WHEREAS, local government services are essential to the citizens of the Town of Firestone; and

WHEREAS, Amendment 74 has been written by certain out-of-state corporate interests to change the text of the Colorado Constitution, Article II, Section 15, which dates back to 1876 and threatens basic governmental services; and

WHEREAS, Amendment 74 declares that any state or local government law or regulation that “reduces” the “fair market value” of a private parcel is subject to “just compensation;” and

WHEREAS, while Amendment 74 is shrouded in simple language, it has far reaching and unintended impacts; and

WHEREAS, under the current Colorado Constitution, a property owner already has the right to seek compensation from state or local governments; and

WHEREAS, Amendment 74 would expand this well-established concept by requiring the government – i.e., the taxpayers – to compensate private property owners for virtually any decrease whatsoever in the fair market value of their property traceable to any government law or regulation; and

WHEREAS, Amendment 74 would create uncertainty because it is not clear what the language actually means or how it can be applied; and

WHEREAS, Amendment 74 would severely limit the ability of Colorado’s state and local governments to do anything that might indirectly, unintentionally, or minimally affect the fair market value of any private property; and

WHEREAS, Amendment 74 would drastically diminish the ability of our state and local governments to adopt – let alone attempt to enforce – reasonable regulations, limitations, and restrictions upon private property; and

WHEREAS, Amendment 74 would place laws, ordinances, and regulations designed to protect public health and safety, the environment, our natural resources, public infrastructure, and other public resources in jeopardy; and

WHEREAS, Amendment 74 would directly impact zoning, density limitations, and planned development; and

WHEREAS, Amendment 74 would make inherently dangerous or environmentally damaging activities prohibitively costly to attempt to limit or regulate, even in the interest of public health, safety, and welfare; and

WHEREAS, any arguable impact upon fair market value – however reasonable or justified or minimal or incidental or temporary – resulting from state or local government action could trigger a claim for the taxpayers to pay; and

WHEREAS, governments would be vulnerable to lawsuits for almost every decision to regulate or not to regulate, making regular government function prohibitively expensive for the taxpayer; and

WHEREAS, similar efforts have been attempted and defeated in other states, such as the states of Washington and Oregon; and

WHEREAS, the fiscal impact for similar language in Washington was estimated at \$2 billion dollars for state agencies and \$1.5 billion for local governments over the first six years; and

WHEREAS, individuals filed several thousand claims against state and local governments with an estimated value in excess of several billions of dollars in claims in Oregon before the residents repealed the takings initiative three years after its passage.

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

the Town of Firestone, opposes Amendment 74 and strongly urges a vote of NO this November.

ADOPTED THIS 24TH DAY OF OCTOBER 2018

By: _____

Bobbi Sindelar, Mayor

ATTEST:

By: _____

Leah Vanarsdall, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.h.

Consent Agenda

Meeting Date: October 24, 2018

Initiated By:

Dept: Administration

AGENDA TITLE

Engagement Letter between the Town of Firestone and Fiscal Focus Partners for the Town Audit

SUMMARY

The Board of trustees gave direction to staff based on the recommendation of the Finance Committee to do a search for Audit firms.

The Deputy Finance Director partnering with Clifton Larson Allen, sent out proposals requests to select firms.

After the proposals were received, the Finance committee brought Fiscal Focus Partners in for an interview with the advisory committee.

It is the unanimous recommendation of the Finance Committee to engage Fiscal Focus Partners for the 2018 Audit for the Town.

HISTORY AND PREVIOUS BOARD ACTION

The Town has engaged Anton Collins for the past twelve years to perform the audit for the Town of Firestone.

The recommendation of both the Finance Committee and Clifton Larson Allen was to request proposals for the 2018 Audit cycle.

RECOMMENDATION

The Finance Committee and Staff recommend engaging Fiscal Focus Partners for the 2018 Audit of the Town.

ALTERNATIVES

The Board can give staff and the Finance Committee further direction.

ATTACHMENTS

1. Engange Letter Firestone Audit 2018 FFP

FINANCIAL CONSIDERATIONS

October 16, 2018

Honorable Mayor and Members of the Town Board of Trustees
Town of Firestone, Colorado

We are pleased to confirm our understanding of the services we are to provide the Town of Firestone, Colorado (the Town) for the year ended December 31, 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town as of and for the year ended December 31, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The Schedules of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General Fund, and all special revenue funds, will be subjected to the auditing procedures applied in our audit of the financial statements.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Pension Related Required Schedules – FPPA and PERA.

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information, as applicable, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining and Individual Statements and Schedules
- 2) Schedules of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – all funds other than the general fund and special revenue funds
- 3) Schedules of Revenues, Expenditures and Changes in Net Position – Budget and Actual (Budgetary Basis) – Water and Stormwater Funds
- 4) Local Highway Finance Report.

Fiscal Focus Partners, LLC

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- 1) Introductory Section
- 2) Statistical Section

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town's financial statements. Our report will be addressed to the Board of Trustees of the Town. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Town or to acts by management or employees acting on behalf of the Town.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the Town and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or service, or take any action that could be construed as assuming management responsibilities or jeopardize our independence with respect to the Town.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Town involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for any nonattest services we may provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized

release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare the financial statements and all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Fiscal Focus Partners, LLC and constitutes confidential information.

We expect to begin our audit on a date mutually agreed to by your accountants and our firm, and to issue our reports on a date that allows sufficient time for the Town to complete its CAFR on a timely basis. Eric Barnes or Susan Opalinski will be the engagement partner and will be responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$18,500 plus out-of-pocket costs (such as postage, mileage, etc.). Our invoice for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel, contractors, and professionals, and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Contractor Certification Regarding Illegal Aliens – Public Contracts for Services

Pursuant to the requirements of Section 8-17.5–102(1), C.R.S., we hereby certify to the Town that we do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that we participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of Fiscal Focus Partners, LLC who are newly hired to perform work under the Agreement.

In accordance with Section 8-17.5-102(2)(a), C.R.S., we shall not:

- 1) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or
- 2) Enter into a contract with a subcontractor that fails to certify to us that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

We represent and warrant that we have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

We are prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

If we obtain actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, we shall:

- 1) Notify the subcontractor and the Town within three days that we have actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- 2) Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that we 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.

We shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

If we violate any provision of Section 8-17.5–102(1), C.R.S., the Town may terminate the Agreement immediately and we shall be liable to the Town for actual and consequential damages of the Town resulting from such termination, and the Town shall report such violation by us to the Colorado Secretary of State, as required by law.

We appreciate the opportunity to be of service to Town of Firestone, Colorado and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Fiscal Focus Partners, LLC

Fiscal Focus Partners, LLC

RESPONSE:

This letter correctly sets forth the understanding of Town of Firestone, Colorado, Colorado.

Authorized signature: _____ Title: ____ Mayor _____
Bobbi Sindelar

Date: _____

RESOLUTION NO. 18-43

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE FOR AN ANNEXATION PETITION PREPARED BY THE TOWN OF FIRESTONE, COLORADO, AS OWNER OF THE PROPERTY, FOR THE ANNEXATION OF PROPERTY KNOWN AS THE GOULD ANNEXATION TO THE TOWN OF FIRESTONE, AND SETTING A PUBLIC HEARING THEREON.

WHEREAS, a petition for annexation of certain property to be known as the **Gould Annexation** has been prepared by Town staff on behalf of the Town of Firestone, Colorado, as owner of said property, and has been referred to the Board of Trustees of the Town for a determination of substantial compliance with applicable law; and

WHEREAS, the Board of Trustees wishes to permit simultaneous consideration of the subject property for annexation and zoning; and

WHEREAS, the Board of Trustees has reviewed the petition and desires to adopt by Resolution its findings in regard to the petition.

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

Section 1. The petition, the legal description for which is attached hereto as Exhibit A and incorporated herein by reference, is in substantial compliance with the applicable laws of the State of Colorado.

Section 2. No election is required under § 31-12-107(2), C.R.S.

Section 3. No additional terms and conditions are to be imposed within the meaning of Sections 31-12-107(1)(g), -110(2) or -112, C.R.S., except any provided for in the petition.

Section 4. The Board of Trustees will hold a public hearing for the purpose of determining if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S., and will hold a public hearing to determine the appropriate zoning of the subject property, if requested in the petition, at the Firestone Town Hall, 151 Grant Avenue, Firestone, Colorado 80520, on **Wednesday, December 12, 2018, at 7:00 p.m.**

Section 5. Any person may appear at such hearing and present evidence relative to the proposed annexation, or the proposed zoning.

Section 6. Upon completion of the hearing, the Board of Trustees will set forth, by resolution, its findings and conclusions with reference to the eligibility of the proposed annexation, and whether the statutory requirements for the proposed annexation have been met, and further, will determine the appropriate zoning of the subject property.

Section 7. If the Board of Trustees concludes, by resolution, that all statutory requirements have been met and that the proposed annexation is proper under the laws of the State of Colorado, the Board of Trustees may pass one or more ordinances annexing the subject property to the Town of Firestone, and will pass one or more ordinances zoning the subject property.

INTRODUCED, READ, and ADOPTED this 24th day of October, 2018.

Bobbi Sindelar
Mayor

ATTEST:

Leah Vanarsdall
Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

A part of Lot B of Recorded Exemption 1209-31-3-RE 2340, an recorded exemption recorded December 21, 1998, as Reception No. 2661939 of the records of Weld County, Colorado, and Subdivision Exemption SE-734, a subdivision exemption recorded December 21, 1998, as Reception No. 2661938 of the records of Weld County, Colorado, all located in the SW1/4 of Section 31, T3N, R67W of the 6th P.M., County of Weld, State of Colorado, described as follows:

COMMENCING at the Southwest Corner of said Section 31, from which the E1/4 Corner of said Section 31 bears N00°07'56"E, 2651.27 feet (Basis of Bearing), thence N00°07'56"E, 30.00 feet along the West Line of the SW1/4 of said Section 31 to the Northerly Right-of-way Line extended Westerly of Zinnia Avenue (Weld County Road 26), according to BROOKS FARM FIRST & SECOND ADDITIONS, an annexation to the Town of Firestone recorded June 15, 2001, as Reception No. 2857771 of the records of Weld County, Colorado; Thence S89°30'04"E, 30.00 feet along the Northerly Right-of-way Line extended Westerly of said Zinnia Avenue (Weld County Road 26) to the Easterly Right-of-way Line of Colorado Blvd. (Weld County Road 13), also being the Easterly Line of FIRESTONE NORTH ANNEXATION, an annexation to the Town of Firestone recorded January 16, 2015, as Reception No. 4076118 of the records of Weld County, Colorado, and the POINT OF BEGINNING;

Thence N00°07'56"E, 1439.33 feet along the Easterly Right-of way Line of said Colorado Blvd. (Weld County Road 13) and along the Easterly Line of said FIRESTONE NORTH ANNEXATION to the Northerly Line of said Lot B;

Thence S88°57'49"E, 1063.26 feet along the Northerly Line of said Lot B to the Northeasterly Corner thereof;

Thence S00°15'26"W, 107.00 feet along the Easterly Line of said Lot B to an angle point thereof;

Thence N88°57'49"W, 36.00 feet along the Easterly Line of said Lot B to an angle point thereof;

Thence S00°15'26"W, 744.44 feet along the Easterly Line of said Lot B to an angle point thereof;

Thence S88°57'49"E, 261.00 feet along the Easterly Line of said Lot B to an angle point thereof;

Thence S00°15'26"W, 575.79 feet along the Easterly Line of said Lot B to the Northerly Right-of-way Line of said Zinnia Avenue (Weld County Road 26);

Thence N89°30'04"W, 1285.01 feet along the Northerly Right-of-way Line of said Zinnia Avenue (Weld County Road 26) and along the Northerly Line of said BROOKS FARM FIRST & SECOND ADDITIONS to the Easterly Right-of-way Line of said Colorado Blvd. (Weld County Road 13) and the POINT OF BEGINNING.

Area = 37.320 acres, more or less.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.j.

Consent Agenda

Meeting Date: October 24, 2018

Initiated By:

Dept: Council & Board

AGENDA TITLE

Resolution 18-44: A RESOLUTION ACKNOWLEDGING AMENDMENTS TO THE EMPLOYEE HANDBOOK CONCERNING EMPLOYMENT AGREEMENTS

SUMMARY

The Board of Trustees has concluded that applying similar policies and procedures of Employees, established to guide the employment practices and promote professionalism of Town Employees, to Trustees and to members of Boards and Commissions promotes fairness by creating uniform policies for all persons in Town public service

HISTORY AND PREVIOUS BOARD ACTION

The Board has used the Employee Handbook as a general guideline for Policies & Procedures.

This will make it more streamlined towards all Boards & commissions

RECOMMENDATION

To Approve Resolution 18-44

ALTERNATIVES

Provide Staff further directions

ATTACHMENTS

1. 5j - Reso 18-44 Employee Handbook Revisions

FINANCIAL CONSIDERATIONS

n/a

RESOLUTION NO. 18-44

A RESOLUTION ACKNOWLEDGING AMENDMENTS TO THE EMPLOYEE HANDBOOK CONCERNING EMPLOYMENT AGREEMENTS

WHEREAS, the Board of Trustees previously adopted the Town of Firestone Employee Handbook dated September 1, 2013; and

WHEREAS, the Employee Handbook provides the following with respect to amending the Employee Handbook: “The Town Manager may make changes to policies contained in the Employee Handbook which changes shall be in writing and take effect upon the date specified therein. The Board of Trustees shall be notified of such changes no later than fifteen (15) days prior to the change taking effect;” and

WHEREAS, the Interim Town Manager has proposed certain amendments to the Employee Handbook that would authorize the Town Manager to enter into employment agreements with his or her direct reports, as described herein; and

WHEREAS, the Board of Trustees by this Resolution acknowledges it was notified of the proposed amendments to the Employee Handbook at least 15 days prior to them taking effect.

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

Section 1. The Board of Trustees hereby acknowledges that the Employee Handbook shall be amended as follows:

(a) The following statements in Legal Statement and Disclaimer and Acknowledgment sections of the Firestone Employee Handbook are amended to read as follows (words to be deleted are ~~stricken through~~):

THERE IS NO GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION. NO REPRESENTATIVE OF THE TOWN OF FIRESTONE, OTHER THAN THE TOWN MANAGER, HAS AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, ~~APPROVED BY THE BOARD,~~ AND SIGNED BY THE TOWN MANAGER AND THE EMPLOYEE.

(b) The Recruitment and Selection of Employees section of the Firestone Employee Handbook is amended to add a new section to read as follows:

Employment Agreements

In connection with the recruitment and selection of employees, the Town Manager is authorized to enter into employment agreements with his or her direct reports.

Such agreements shall be in writing and be signed by the Town Manager and employee and may include provisions concerning duration of employment, severance upon termination of employment, paid time off and employment benefits. Except as expressly altered by an employment agreement, all provisions of the Employee Handbook shall apply to the employees described in this section.

Section 2. This Resolution and the amendments to the Employee Handbook described herein shall go into effect November 8, 2018.

INTRODUCED, READ, and ADOPTED this 24th day of October, 2018.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar
Mayor

Attest:

Leah Vanarsdall
Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 8.a.

Discussion/Action

Meeting Date: October 24, 2018

Initiated By: AJ Krieger

Dept: Administration

AGENDA TITLE

Agreement between the Town of Firestone and Front Range Compliance

SUMMARY

The Town has performed an audit of the DOT files for our employees. Front Range Compliance performed the audit, which is mandated yearly, but has not been in compliance with since 2009.

The Audit results showed that the Town of Firestone is not in compliance and has a number of critical and acute violations which need to be addressed immediately.

If these are not addressed all DOT operations may have to cease, and the Town will not be able to operate any of our DOT equipment.

HISTORY AND PREVIOUS BOARD ACTION

The Town has not registered and been in compliance with DOT rules and regulations since 2009. This is an annual requirement for DOT operations and equipment usage.

RECOMMENDATION

Staff recommends engaging Front Range Compliance to assist the Town in becoming compliant with the rules and regulations around DOT requirements.

ALTERNATIVES

The Board can give staff further direction.

ATTACHMENTS

1. Front Range Compliance
2. Front Range Compliance Service Agreement

FINANCIAL CONSIDERATIONS

This contract is for \$2,193.75. If other costs are incurred due to the amount of workload, staff would like to ask for a not-to-exceed amount of \$3,000.



Front Range Compliance Services LLC

3664 Claycomb Lane Johnstown Co 80534
Ph. (720) 951-1184 / 24 hr. (855) 747-8378
Email: frcstpa@frontrangecompliance.com
www.theDOTInspector.com

October 2018

To our Current and New Customers,

Front Range Compliance Services LLC (FRCS) is now able to service your DOT and Non-DOT Drug and Alcohol testing compliance requirements. It has become more and more difficult to find a reputable service provider that you can count on to keep your team safe and compliant. During the 2017/2018 year the Federal Motor Carrier Safety Administration has implemented new rules and this will continue in the upcoming years. Working with Front Range Compliance Services will assist your company to stay current and in compliance with a well rounded DOT Compliance program that is focused to keep you OFF THE RADAR.

Included in this packet you'll find the documents necessary to join Front Range Compliance Services' DOT and Non-DOT Drug and Alcohol Testing Program, Consortium/Third Party Administrator (C/TPA) for 2018/2019. Please review and sign the Program's Consortium Agreement and fee schedule. All new agreements must be reviewed, signed, and dated by Ryan J Byers and your company owner/director to be valid.

Please return your completed consortium enrollment agreement and payment to Front Range Compliance Services to the address or email as listed above. Your payment should accompany this paperwork, via check or credit card. If you wish for the payment to be charged to your credit card, please be sure to sign and complete the credit card authorization form which is included in this enrollment packet on page 6.

This Consortium Enrollment Packet includes the following:

- 2018 Consortium Enrollment Agreement (page 4)
- 2018 Consortium Fee Schedule (page 5)
- Credit Card Authorization Form (page 6)
- Employer Authorization Form
- Add and Remove Employment Form (page 8)

FRCS C/TPA direct contact information:

C/TPA Administrator: (720) 951-1184 or (970) 646-1050
24 Hour Scheduling Hotline: (855) 747-8378
Consortium FAX: (720) 293-4664
Consortium Email: frcstpa@frontrangecompliance.com

We have over 5000 collection sites throughout Colorado and the United States in order to make this process more convenient for you. You can schedule a random, pre-employment, post accident, reasonable suspicion, return to duty, or follow up test through us at a location that is most convenient for your company and driver.

We are available for after hour consultations of any DOT Emergency Consultation or test collection arrangements 24 hours, 365 days a year call (855) 747-8378 for the on call Account Manager.

Please do not hesitate to call us if you have any questions. We look forward to working with you for your DOT Compliance and Drug and Alcohol Testing needs.

Sincerely,

Ryan J. Byers
President/Owner Front Range Compliance Services



Front Range Compliance Services LLC

3664 Claycomb Lane Johnstown Co 80534
Ph. (720) 951-1184 / 24 hr. (855) 747-8378
Email: frfstpa@frontrangecompliance.com
www.theDOTInspector.com

Company's Obligations and Responsibilities:

1. Notify FRCS immediately of any changes in Company's Information, including name, address, telephone numbers, authorized contact(s), Designated Employer Representatives (DER).
2. Supply FRCS a list of employees with name, social security number or employee number, date of hire, date of birth, and whether DOT or Non-DOT regulated testing pool that is typed or printed legibly, or in an Excel file, if over 25 employees.
3. Notify FRCS immediately of any changes in employment status of enrolled employees, including termination or out-of-service using the Add or Removal Form on page 8 or equivalent information sheet.
4. Fully document any reason(s) leading to the failure to comply with all requests for a random test and send to FRCS.
5. The understanding that Company will notify FRCS immediately to make an employee inactive and the company's random testing pool upon notification by the MRO or BAT of either a positive drug test result or confirmation test result of breath alcohol concentration of 0.04 or higher.
6. Be responsible to establish an alternate provision within their Company pertaining to post accident testing when out of the area and an authorized collection site is unavailable. (i.e., be sure the testing forms are kept in the vehicles, etc.) FRCS is on call 24/7 and able to help locate an approved testing facility.
7. Have available a same gender observer, if necessary, when a direct-observed collection is required and the collection site is unable to provide a same gender observer. Provide a restroom that meets the minimum standards, advise FRCS if not available. A collector cannot conduct the test if the "minimum" requirements are not met.
8. Accept full responsibility for understanding and complying with the obligations outlined in Agreement pertaining to participation in FRCS's C/TPA program.
9. If, at the end of the third quarter 2018 (9/30/2018), your company is out-of-compliance with the testing required your company will be removed from the 4th quarter 2018 random Consortium pool currently assigned and put into your own separate pool, so that you are not negatively impacting the compliance of other companies.
10. As a means to confirm your identity when calling FRCS or the MRO, the DER must have a passcode. Please keep your passcode confidential. Your assigned passcode is **Columbine**.

Initial that you have read this section: _____



Front Range Compliance Services LLC

3664 Claycomb Lane Johnstown Co 80534
Ph. (720) 951-1184 / 24 hr. (855) 747-8378
Email: frcptpa@frontrange.compliance.com
www.theDOTInspector.com

2018 Consortium Fee Schedule

Annual Fees for DOT and Non-DOT Random Pools

DOT Employee Group	Enter # of Drivers	Non-DOT Employee Group	Enter # of Employees
Owner Operator / 1 Driver \$75.00		Owner Operator / 1 Driver \$75.00	
2-15 Participants \$65.00 each		2-15 Participants \$55.00 each	
16-30 Participants \$60.00 each		16-30 Participants \$50.00 each	
31-75 Participants \$55.00 each		31-75 Participants \$45.00 each	
76-125 Participants \$50.00 each		76-125 Participants \$40.00 each	
126-175 Participants \$45.00 each		126-175 Participants \$35.00 each	
176+ Call for Pricing		176+ Call for Pricing	
DOT Drug and Alcohol Policy \$150		Drug Free Work Place Policy \$150 + Consulting Fees for specific customization	
**Total Annual Fee	\$	**Total Annual Fee	\$

** Company requesting "Monthly" pull rather than quarterly, will incur a separate \$10.00 increase per driver in addition to the annual fee.

Collection Fee Schedule

These fees are in addition to the Annual Consortium Fee and will be invoiced terms of Net 15 to Company.

DOT / Non-DOT Test Collection and MRO Fee			
Controlled Substances Test		Breath Alcohol Test	
Quest PSC Sites	\$52.00	Quest PSC Sites	N/A
Quest Preferred Sites	\$56.00	Quest Preferred Sites	\$49.00
Concentra	\$69.00	Concentra	\$49.00
Drug Techs LLC	Fee+\$15***	Drug Techs LLC	Fee + \$15.00
3rd Party Sites	\$46.00 + Collection Fee	3rd Party Sites	Fee + \$15.00
3rd Party MRO Fee	\$35.00	Confirmation Test	\$30.00
Out of Network Test Entry	\$35.00	Additional Testing i.e. Hair Follicle etc.	Fees Vary

If used, 3rd Party Collection Sites name(s): _____

- Forward attached FRCS Protocol to ALL Collection Sites Used, advise FRCS of those sites if not on record.
- Send attached Employee Authorization Form with employee when they are sent for any testing.

FRCS Medical Review Officer (MRO): Dr. Paul Teynor M.D. Phone: (801) 503-3400
1430 S. Main Street Salt Lake City, UT. 84115

Payment: We accept Checks, Visa, Master Card, Discover, and American Express. All Credit Card Transaction will be charged a 3% Convenience Fee. All NSF check returns are subject to a \$50 fee. Your authorized signature below acknowledges full and complete acceptance of fees and schedule. Please remember to complete the Credit Card Authorization Form on page 6.

Fee must be paid and FRCS Consortium Agreement must be received prior to start up or renewals prior to February 1st to be enrolled in the FRCS Consortium.

Company Name (Please Print)

Company Address

Authorized Representative Name (Please Print)

Authorized Representative Signature



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Ph. (720) 951-1184 / 24 hr. (855) 747-8378
Email: frcstpa@frontrange.compliance.com
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2018 Pre-Employment Testing Agreement

Addendum A

As a member of Front Range Compliance Services, LLC. dba FRCS's 2018 Consortium, you are obligated to and agree by signing below the following procedures for Pre-Employment Controlled Substances Testing as it pertains to your safety-sensitive employees regulated by the Federal Motor Carrier Safety Administration (FMCSA) and most other Department of Transportation (DOT) covered employees. Other DOT administrations also require a negative drug test before placing a DOT employee in to a safety-sensitive position.

40 CFR 382.301 Pre-Employment Testing

(a) Prior to the first time a driver performs safety-sensitive functions for an employer, the driver shall undergo testing for controlled substances as a condition prior to being used, unless the employer uses the exception in paragraph (b) of this section. No employer shall allow a driver, who the employer intends to hire or use, to perform safety-sensitive functions unless the employer has received a controlled substances test result from the MRO or C/TPA indicating a verified negative test result for that driver.

The exception in paragraph (b) will not be allowed unless specifically authorized by FRCS C/TPA Administrator Ryan J. Byers, and all points of the requirements are provided and on file with FRCS.

It is further understood the moving of a current employee from a Non-DOT or Non Safety-Sensitive position into a DOT Safety-Sensitive position within your company requires a Negative Pre-Employment Test result.

The employee CANNOT be included in the Consortium's random selection process until FRCS has received verification of the Pre-Employment negative test result.

Company agrees that all pre-employment testing will be conducted through FRCS to ensure all compliance standards are met and maintained.

Print Company Owner Name

Authorized Signature

Date

Company Address

City, State Zip Code

Phone



EMPLOYER REQUEST AND AUTHORIZATION FOR DRUG/ALCOHOL COLLECTION

Information must be provided by the Designated Employer Representative (DER) or their C/TPA per 49 CFR 40

Date: _____ Time of Notification: _____

Company Name

Authorized Collection Site

Driver/Employee/Applicant Name (Donor)

Collection Site Location

Donor's SSN or Employee ID Number

Donor's Signature

REASON FOR TEST: (check one)

- ☐ Pre-Employment
☐ Random
☐ Reasonable Suspicion/For Cause
☐ Post Accident
☐ Return-to-Duty (RTD)*
☐ Follow-Up*
☐ Other (Specify) _____

***Observed – Required on RTD & Follow-Up Test**

- ☐ Yes*
☐ No

Test Required: (check one of both as applicable)

- ☐ Drug
☐ Alcohol

Testing Authority:

- ☐ DOT (Federal) – check agency below
☐ Non-DOT (Non-Federal)
☐ 5 Panel
☐ 10 Panel

DOT AGENCY:

- ☐ FMCSA
☐ PHMSA
☐ FAA
☐ FRA
☐ FTA
☐ USCG

C/TPA Name & Phone Number:

Front Range Compliance Services, LLC.
(720) 951-1184 or (855) 747-8378

Email or Fax CCF to:
frcstpa@frontrangecompliance.com
(720) 293-4664

Employer CCF Sent to

DER Name (print)

Date and Time Sent

DER Signature

DER Phone Number



Front Range Compliance Services LLC

3664 Claycomb Lane Johnstown Co 80534
Ph. (720) 951-1184 / 24 hr. (855) 747-8378
Email: ryan@frontrange.compliance.com
www.theDOTInspector.com

DOT SERVICE AGREEMENT

October 9th, 2018

Town of Firestone
Monica Stoffregen (With Signing Authority)
7500 WCR 20
Firestone, CO 80520

Dear Monica Stoffregen,

This letter is to confirm our understanding of the terms of our service agreement and the nature and limitations of the services we will provide and what is required of you, the Client.

TERMS OF SERVICE AGREEMENT – Front Range Compliance Services, LLC.

We will preform the following services based on the information you have provided us:

- Monitor Client's performance for 1925410 through the FMCSA Portal. This review will be at a minimum of monthly intervals. Shorter intervals may be required base on the on road performance, BASIC Threshold Alerts, Federal Motor Carrier Safety Administration (FMCSA) or state enforcements agency contact;
- File MCS-150 Updates to the FMCSA Annually (30 minutes annually);
- Set up a DOT Tracking System to monitor the driver compliance information and significant dates(1 hour estimated);
- Alert Client of any compliance issues, significant date, missing documents, expirations etc. (30 minutes monthly estimated);
- Review and maintain completed Driver Qualification Files/Package (DQP) (9.75 hours estimated for existing drivers);
 - Current drivers without and approved DQP will be required to complete a Front Range Compliance Services packet for review and processing ;
 - Driver applicant DQP processing and E-filing;
 - Motor Vehicle Records (MVR) will be processed and reviewed for all driver upon initial hire and annually. Client may elect to complete additional MVR's upon special request or circumstances;-MVR's provided by Town of Firestone
 - Safety Performance History Investigation and Past Employment Drug and Alcohol Testing Inquiry for previous three years employment;
- Driver evaluations of performance and training;
 - Pre/Post Trip Inspection Driver Training (2 hour training);
- Hours of Service Review/Corrective Actions –Short Haul operations (1 hour weekly estimated);
 - Short Haul operations – driver time records reviewed weekly;
- DOT Operations Policy Development – Review any current policies and compare to SMS BASICs (Policy Development \$350);
 - Address and update policy to assist in improvements to unsatisfactory threshold status.
- DOT/Non-DOT Drug and Alcohol Testing Policy review and update;

Initials

TERMS OF OUR ENGAGEMENT – Client

When we accept this service agreement, in order for us to serve you, it is necessary that you help and communicate with us.

Client agrees to the following:

- ✓ Terms of this service agreement shall be for one year after the date this agreement is signed by Client and shall renew annually. (Pricing changes may occur annually)
- ✓ Client will provide all necessary documents to complete the above programs and tasks;
- ✓ Client will respond to our requests for any needed documents or necessary appointments and be responsive to our communication and respond to all phone calls, mail, and/or emails, and shall appear at any and all scheduled meetings;
- ✓ Client shall keep Front Range Compliance Services, LLC advised of any roadside inspection, commercial motor vehicle accident, drug and alcohol testing violations, drivers either separated or termination of employment and newly hired drivers added to the fleet. Additionally, Client will notify us of any added or removed vehicles from the fleet;
- ✓ If Client receives any correspondence from the Federal Motor Carrier Safety Administration or other state agency, they will retain the originals and immediately scan and email a copy of said correspondence to our office;
- ✓ Client understands that Front Range Compliance Services, LLC charges services at an hourly rate and all invoices will be sent monthly and subject to payment Net 15;
- ✓ Client understands that additional fees may apply if they significantly delay the programs detailed in this agreement, failure to communicate within three (3) business days or miss scheduled appointments without 24 hour notice to reschedule;

Initials

DISCLAIMERS

None of these services are guaranteed to prevent an enforcement action for irregularities, non-compliance, or illegal acts that may exist. (However, we will inform you of any such matters that come to our attention.) Client fully understands that this representation does not include the defense for any enforcement actions that may be pending or is brought on by past non-compliance. Client also understands that Front Range Compliance Services, LLC will never advise client in any form or manner to evade or defeat any rule or regulation imposed, and any advice given by us should never be misinterpreted in such a manner. Front Range Compliance Services, LLC has no control over the outcome of an enforcement action and cannot influence the final decision for non-compliance.

Initials

TERMINATION

If Front Range Compliance Services, LLC determines, at their discretion, at any time during the course of this representation, that they do not wish to pursue the Client's DOT Safety Programs further due to lack of client cooperation, Client misrepresentations, Client failing to disclose any materials or documents, failure to pay, or for any other reason not the fault of Front Range Compliance Services, LLC, Client agrees that Front Range Compliance Services, LLC may withdraw from the representation by sending written notice of their intention to terminate services to the Client at Client's last known address. In such event, Front Range Compliance Services, LLC reserves the right to retain any monies, which have already been received from Client. If at the time of termination Client owes monies to Front Range Compliance Services, LLC, a final invoice will be provided for services rendered. Client agrees to pay the final invoice Net 15 and Client understands that all compliance documents and programs will be held by Front Range Compliance Services, LLC until the final payment is received. Should Client choose to release Front Range Compliance Services, LLC without cause, this agreement will be deemed to have been breached by Client, and Front Range Compliance Services, LLC shall have the right to retain all fees received. After all Clients' fees have been collected by Front Range Compliance Services, LLC, we will make the necessary arrangements to return all compliance documents.

Initials

FEES FOR REPRESENTATION

Fees associated with this service agreement are quoted on Exhibit A of this agreement. In the event, Client requests additional services or delays the progress of these programs within this agreement, Front Range Compliance Services, LLC shall charge an hourly rate of \$125.00 for all services rendered during business hours Monday-Friday 7am-5pm. Any situation, emergency or other that requires work outside normal business hours will be charged at an hourly rate of \$187.50, unless other arrangements have been agreed upon by Front Range Compliance Services, LLC. Client understands that Front Range Compliance Services, LLC may charge the hourly rate during times of travel beyond one (1) hour drive time or emergency response situations.

Initials

FAILURE TO PAY AND LATE PAYMENTS

Client understands that failure to pay invoices will be charged an 18% late fee upon 30 days past due and an additional 18% at 60 days past due unless a payment arrangement has been mutually agreed upon. Additionally, Client understands that payment arrangements must be made and mutually agreed upon in writing within 30 days of a delinquent payment to avoid any late fees. Client understands all services will be stopped after 30 days of non-payment and this agreement will be deemed breached by Client, and Front Range Compliance Services, LLC will take collective action.

Initials

CALLS, QUESTIONS, AND INQUIRIES

Client understands that Front Range Compliance Services, LLC encourages all clients to call for questions and inquiries. We believe that no question should go unanswered. We will not charge Client for short phone calls (Less than 15 minutes) and may waive charges for longer calls in certain situations.

Initials

Client understands that for this agreement to be valid, this document and Exhibit A must be signed. Exhibit B must be completed and all documents shall be received within three (3) days of the date of this letter and be accompanied by the service payment as outlined in Exhibit A.

Please indicate your acceptance of the above understanding by signing below and providing payment of our agreed upon fees.

Sincerely,



Ryan J. Byers
Owner - Front Range Compliance Services, LLC

Client Signature

Date

Print Name and Title



Front Range Compliance Services LLC
3664 Claycomb Lane Johnstown Co 80534
Ph. (720) 951-1184 / 24 hr. (855) 747-8378
Email: ryan@frontrangecompliance.com
www.theDOTInspector.com

EXHIBIT A

This exhibit is subject to the attached Service Agreement between Front Range Compliance Services, LLC and Client.

Contract Term: 12 Months and shall renew annually

Carrier Base Number: Drivers: 13 Power Units: 20 Trailers: 5

Pricing Schedule for Client:

1. Estimated Program Startup Cost - \$2,193.75. All Costs associated with the program startup will be invoiced monthly with itemized services and descriptions.
2. DOT Services and Training Events will be charged at a rate of \$125 per hour.
 - a) Estimate of cost varies on the monthly work completed. One month after the completion of the compliance programs startup, Front Range Compliance Services, LLC will be able to estimate the monthly fees and will discuss the costs with Client to ensure there is a mutual agreement on fees charged (See Addendum 1 at the end of this document).
3. Training Schedule – Quarterly Safety Training, Annually 4 hour in depth training.
 - a) Training cost includes preparation and training time.
4. Client may elect to complete the tasks, which are outlined in this agreement or may have Front Range Compliance Services, LLC provide full services on this agreement. In either situation Front Range Compliance Services, LLC will constantly review any work completed in order to ensure compliance standards are met.

Client will be invoiced monthly for service charges incurred during the month. If Client is also engaged in Front Range Compliance Services, LLC Drug and Alcohol Testing Program C/TPA they will receive separate invoices for the two programs.

Acceptance of Exhibit A

Authorized Person & Title (please print): _____

Authorized Signature: _____ Date: _____

Company Name: _____

Front Range Compliance Services, LLC acceptance signature below:

Front Range Compliance Services, LLC – Ryan Byers, Owner



Front Range Compliance Services LLC

3664 Claycomb Lane Johnstown Co 80534
Ph. (720) 951-1184 / 24 hr. (855) 747-8378
Email: ryan@frontrange.compliance.com
www.theDOTInspector.com

EXHIBIT A – (continued)

Payment and Terms:

Payment by check should be made payable and sent to the following:

Front Range Compliance Services, LLC

Attn: Ryan Byers

3664 Claycomb Lane

Johnstown, CO 80534

Due to many Federal and State DOT services requiring a credit card, Front Range Compliance Services, LLC does require the carrier to maintain an active credit card on file. This card will be used to access FMCSA Accounts or purchase permits as needed. Additionally, we require a bank account routing and account number for all IFTA, IRP, IRS 2290 filings or for any other circumstance which may arise requiring specific payment by Client.

Credit Card or Bank ACH (preferred) payments are also acceptable and may be paid directly through invoices received or Front Range Compliance Services, LLC can set up automatic payments for your convenience.

Credit Card type:_____ **Name on Card:**_____

CC Number:_____ **CVV:**_____

Expiration Date:_____ **Billing Zip Code:**_____

Bank Account Information:

Bank Name:_____ **Account Type:** Checking / Savings (circle one)

Routing Number:_____ **Account Number:**_____

Acceptance/Authorization of Payment Deduction:

I hereby authorize Front Range Compliance Services, LLC to debit the above listed credit card or bank account for all invoices and fee incurred.

☐ by checking this box I authorize Front Range Compliance Services, LLC to charge the above credit card for the monthly services and fees or;

☐ by checking this box I authorize Front Range Compliance Services, LLC to charge the above bank account for the monthly services and fees.

Authorized Person & Title (please print): _____

Authorized Signature: _____ **Date:** _____

**Front Range Compliance Services LLC**

3664 Claycomb Lane Johnstown Co 80534

Ph. (720) 951-1184 / 24 hr. (855) 747-8378

Email: ryan@frontrangecompliance.com

www.theDOTInspector.com

Exhibit B – Client and Contact(s) Information

Communication with Client is a key component to the success of this service agreement. Please provide the contact information below, if the specific person has a direct contact phone number please provide. Additionally, Front Range Compliance Services, LLC will need the USDOT Information to access and provide services listed in this agreement. If any of this information is unknown please contact Front Range Compliance Services, LLC for explanation.

D&A Program - Designated Employer Representative (DER): _____

Driver Qualification File contact: _____

Hours of Service Contact: _____

ELD Service Provider: _____ Contact Number: _____

Vehicle Maintenance contact: _____

USDOT Information:

FMCSA PIN: _____ FEIN: _____

Annual Fleet Mileage for previous year: _____

IRS 2290-HVUT Last Filing Date: _____ Number of Vehicles Filed: _____

IRP Account Number: _____ IRP Renewal Date: _____

IFTA last quarter filed: _____ Do you maintain Fuel Receipts? (Yes) (No)

D&A Testing Service Provider if not with FRCS: _____ Phone: _____

Hazardous Material: UN Numbers Carried: _____ ☐ Shipped / ☐ Bulk ☐ Non-Bulk

PHMSA No.: _____ Exp: _____ PUC: HMP- _____ Exp: _____

Exhibit B Information provided by:

Authorized Person & Title (please print): _____

Authorized Signature: _____ Date: _____

Company Name: _____



Front Range Compliance Services LLC

3664 Claycomb Lane Johnstown Co 80534
Ph. (720) 951-1184 / 24 hr. (855) 747-8378
Email: ryan@frontrange.compliance.com
www.theDOTInspector.com

ADDENDUM 1

This addendum is used to evaluate the programs pricing after 30 days of the completion of the initial startup. At this time Front Range Compliance Services, LLC is able to estimate the approximate cost of services to the attached Consulting Services Agreement between Front Range Compliance Services, LLC and Client.

Contract Term: (See Exhibit A)

Carrier Base After Startup: Drivers: ____ Power Units: ____ Trailers: ____ IFTA Units: ____

Estimated Pricing Schedule for Client:

1. Estimated monthly cost of services provided \$_____. Client understands that costs may change depending on certain circumstances and events and that Front Range Compliance Services, LLC is not bound by contract to this estimated pricing.
2. DOT Services and Training Events will be charged at a rate of \$125 per hour.
3. Training Programs Outlined for Client: _____.
 - a) Total estimated cost of training programs: \$_____.
4. Client may elect to complete the tasks, which are outlined in this agreement or may have Front Range Compliance Services, LLC provide full services on this agreement. In either situation Front Range Compliance Services, LLC will constantly review any work completed in order to ensure compliance standards are met.

Acceptance

Authorized Person & Title (please print): _____

Authorized Signature: _____ Date: _____

Company Name: _____

Front Range Compliance Services, LLC acceptance signature below:

Date: _____

Front Range Compliance Services, LLC – Ryan Byers, Owner

ORDINANCE NO. 944

AN ORDINANCE ADDING A NEW SECTION TO CHAPTER 2.04 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE APPLICATION OF TOWN ADMINISTRATIVE POLICIES AND PROCEDURES TO THE MEMBERS OF THE TOWN BOARD OF TRUSTEES AND BOARDS AND COMMISSIONS

WHEREAS, the Board of Trustees, members of standing and ad hoc Boards and Commissions, Town officers, and Town staff endeavor to treat one another, as well as constituents and other persons, with professionalism and respect; and

WHEREAS, the Town has administratively adopted policies and procedures relating to employment practices and procedures for Town employees which further promote professionalism and respect within the workplace; and

WHEREAS, the Board of Trustees has concluded that formally adopting by reference those existing policies and procedures set forth herein, and applying such provisions to members of the Board of Trustees and members of standing and ad hoc Boards and Commissions would codify best practices in professionalism; and

WHEREAS, the Board of Trustees has further concluded that applying such policies and procedures, established to guide the employment practices and promote professionalism of Town employees, to Trustees and to members of Boards and Commissions promotes fairness by creating uniform policies for all persons in Town public service.

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

Section 1. Chapter 2.04 of the Firestone Municipal Code is hereby amended by the addition of a new 2.04.165 to read as follows:

2.04.165. Application of Certain Administrative Policies and Procedures to Elected and Appointed Officials.

A. Application of Procedures. The employment policies and procedures adopted by the Town pertaining to equal opportunity employment, harassment, violence, discrimination, retaliation, ethics and general rules of conduct, and any future amendments thereto, shall apply to the Mayor, the members of the Board of Trustees, and all members appointed to standing and ad hoc Boards and Commissions of the Town.

B. Provision of Policies and Procedures. The Director of Human Resources shall provide a copy of the policies and procedures to the Mayor, the members of the Board of Trustees, and all members appointed to standing and ad hoc Boards and Commissions of the Town.

C. Complaints and Action. Any complaint made pursuant to the employment policies and procedures incorporated and applied to the appointed or elected officials in subsection A. of this section shall be made to the Director of Human Resources. If the Director makes a determination, based on the complaint, that disciplinary action is necessary, the Director shall recommend such action to the Mayor and the Board of Trustees. The Mayor and the Board of Trustees shall review the recommendation of the Director and shall make the decision on any disciplinary action for the appointed or elected officials in this section. However, if the subject of the complaint is the Mayor or a member of the Board of Trustees, that elected official must recuse himself or herself and may not participate in hearing or session at which the complaint is considered.

Section 2. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared 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 24th day of October, 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: October 24, 2018

Initiated By:

Dept: Planning & Zoning/ Building and Engineering

AGENDA TITLE

Ordinance 945: AN ORDINANCE APPROVING THE VACATION OF A WATERLINE EASEMENT AND EMERGENCY ACCESS EASEMENT WITHIN THE NEIGHBORS POINT SUBDIVISION

SUMMARY

This ordinance vacates two easements – a waterline easement and an emergency access easement – within the Neighbors Point Subdivision. The easements were granted to the Town in 2014 but are no longer necessary as access and utility easements are being dedicated to the Town by the Final Plats for Neighbors Point Filing Nos. 3 and 4, which the Town Board approved at its August 8, 2018 meeting.

HISTORY AND PREVIOUS BOARD ACTION

N/A

RECOMMENDATION

Staff recommends adoption of the attached Ordinance.

ALTERNATIVES

Provide Staff with additional direction

ATTACHMENTS

1. 8c - NP Access and Waterline Easement Vacation.ord - Exhibits A-1 and A-2
2. 8c - Ord 945 Neighbors Point Easement Vacation#2

FINANCIAL CONSIDERATIONS

ILLUSTRATION FOR
EXHIBIT A-1

A PART OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 2 NORTH,
RANGE 68 WEST, OF THE 6TH. P.M., TOWN OF FIRESTONE,
COUNTY OF WELD, STATE OF COLORADO
SHEET 1 OF 2

LEGAL DESCRIPTION:

A WATER LINE EASEMENT 20.00 FEET WIDE SITUATED IN THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, WELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 12 AND CONSIDERING THE SOUTH LINE OF THE SOUTHWEST QUARTER
OF SAID SECTION 12 TO BEAR S89°31'25"E;

THENCE ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 N00°00'54"W, A DISTANCE OF 1,033.51 FEET, TO THE POINT OF
BEGINNING;

THENCE S59°23'19"W, A DISTANCE OF 339.77 FEET;
THENCE S32°38'29"E, A DISTANCE OF 42.33 FEET;
THENCE S57°21'31"W, A DISTANCE OF 20.00 FEET;
THENCE N32°38'29"W, A DISTANCE OF 43.04 FEET;
THENCE S59°23'19"W, A DISTANCE OF 260.48 FEET;
THENCE S30°36'41"W, A DISTANCE OF 41.01 FEET;
THENCE S59°23'19"W, A DISTANCE OF 20.00 FEET;
THENCE N30°36'41"W, A DISTANCE OF 41.01 FEET;
THENCE S59°23'19"W, A DISTANCE OF 296.70 FEET;
THENCE S30°36'41"W, A DISTANCE OF 41.01 FEET;
THENCE S59°23'19"W, A DISTANCE OF 20.00 FEET;
THENCE N30°36'41"W, A DISTANCE OF 41.01 FEET;
THENCE S59°23'19"W, A DISTANCE OF 267.55 FEET;
THENCE S68°39'13"W, A DISTANCE OF 86.28 FEET;
THENCE S80°33'20"W, A DISTANCE OF 7.44 FEET;
THENCE N13°30'29"W, A DISTANCE OF 20.00 FEET;
THENCE N80°33'20"E, A DISTANCE OF 6.77 FEET;
THENCE N68°39'13"E, A DISTANCE OF 82.58 FEET;
THENCE N59°23'19"E, A DISTANCE OF 265.93 FEET;
THENCE N30°36'41"W, A DISTANCE OF 34.02 FEET;
THENCE N59°23'19"E, A DISTANCE OF 20.00 FEET;
THENCE S30°36'41"E, A DISTANCE OF 34.02 FEET;
THENCE N59°23'19"E, A DISTANCE OF 296.70 FEET;
THENCE N30°36'41"W, A DISTANCE OF 43.41 FEET;
THENCE N59°23'19"E, A DISTANCE OF 20.00 FEET;
THENCE S30°36'41"E, A DISTANCE OF 43.41 FEET;
THENCE N59°23'19"E, A DISTANCE OF 259.77 FEET;
THENCE N32°38'29"W, A DISTANCE OF 39.98 FEET;
THENCE S57°21'31"W, A DISTANCE OF 20.00 FEET;
THENCE S32°38'29"E, A DISTANCE OF 40.68 FEET;
THENCE S59°23'19"E, A DISTANCE OF 311.57 FEET;
THENCE N30°36'41"W, A DISTANCE OF 185.73 FEET;
THENCE N19°13'19"W, A DISTANCE OF 55.10 FEET;
THENCE N2°07'16"W, A DISTANCE OF 31.12 FEET;
THENCE N0°00'54"E, A DISTANCE OF 46.35 FEET;
THENCE S89°59'06"E, A DISTANCE OF 20.00 FEET;
THENCE S0°00'54"W, A DISTANCE OF 46.35 FEET;
THENCE S2°07'16"E, A DISTANCE OF 28.12 FEET;
THENCE S19°13'19"E, A DISTANCE OF 50.10 FEET;
THENCE S30°36'41"E, A DISTANCE OF 183.74 FEET;
THENCE S59°23'19"W, A DISTANCE OF 20.74 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4;
THENCE ALONG SAID EAST LINE, S0°00'54"W, A DISTANCE OF 23.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 37,538.38 SF. (0.8618 AC.) MORE OR LESS.



L. KELLEY STEVENSON
COLORADO PROFESSIONAL LAND SURVEYOR - NO 38231
FOR AND ON BEHALF OF PEAK CIVIL CONSULTANTS, INC.
200 W. HAMPDEN AVENUE, SUITE 200
ENGLEWOOD, CO 80110

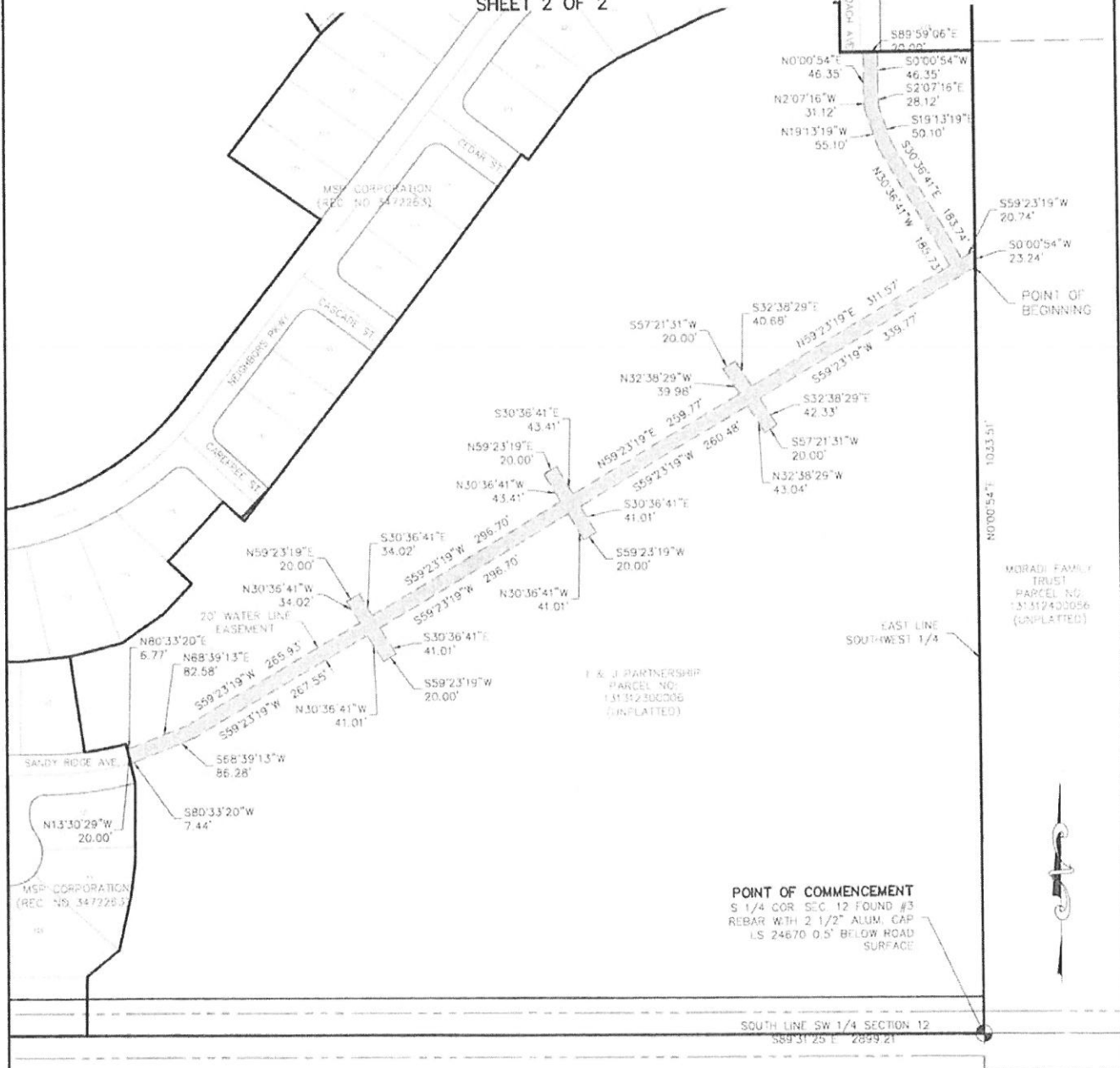
WELD COUNTY, COLORADO

DRAWN BY: RF	SCALE:	R.O.W. FILE NUMBER
CHECKED BY: BK	DATE: 04/07/14	JOB NUMBER: 12.178

A 20' WATER LINE EASEMENT IN THE
SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 2
NORTH, RANGE 68 WEST, OF THE 6TH. P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE
OF COLORADO.

ILLUSTRATION FOR
EXHIBIT A-1

A PART OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 2 NORTH,
RANGE 68 WEST, OF THE 6TH. P.M., TOWN OF FIRESTONE,
COUNTY OF WELD, STATE OF COLORADO
SHEET 2 OF 2



OWNER:
I & J PARTNERSHIP, LP
6530 DAYLILLY CT
NIWOT, CO 80503

WELD COUNTY, COLORADO

A 20' WATER LINE EASEMENT IN THE
SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 2
NORTH, RANGE 68 WEST, OF THE 6TH. P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE
OF COLORADO.

DRAWN BY: RF	SCALE: 1"=200'	R.O.W. FILE NUMBER
CHECKED BY: BK	DATE: 04/07/14	JOB NUMBER: 12.178

ILLUSTRATION FOR
EXHIBIT A-2

A PART OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 2 NORTH,
RANGE 68 WEST, OF THE 6TH. P.M., TOWN OF FIRESTONE,
COUNTY OF WELD, STATE OF COLORADO

LEGAL DESCRIPTION:

SHEET 1 OF 2

AN ACCESS EASEMENT 30.00 FEET WIDE SITUATED IN THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 2 NORTH,
RANGE 68 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, WELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 12 AND CONSIDERING THE SOUTH LINE OF THE SOUTHWEST
QUARTER OF SAID SECTION 12 TO BEAR S89°31'25"E;

THENCE ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 N00°00'54"W, A DISTANCE OF 1325.68 FEET
THENCE N89°59'09"W A DISTANCE OF 149.00 FEET, TO THE POINT OF BEGINNING;

THENCE S00°00'54"W FOR A DISTANCE OF 32.32 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT FOR A DISTANCE OF 126.68 FEET,
HAVING A RADIUS OF 237.00 FEET, A CENTRAL ANGLE OF 30°37'35" AND WHOSE CHORD
BEARS S15°17'54"E FOR A DISTANCE OF 125.18 FEET;

THENCE S30°36'41"E FOR A DISTANCE OF 133.26 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT FOR A DISTANCE OF 78.54 FEET,
HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND WHOSE CHORD
BEARS S14°23'19"W FOR A DISTANCE OF 70.71 FEET;

THENCE S59°23'19"W FOR A DISTANCE OF 1114.35 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT FOR A DISTANCE OF 126.06 FEET,
HAVING A RADIUS OF 445.00 FEET, A CENTRAL ANGLE OF 16°13'50" AND WHOSE CHORD
BEARS S67°30'14"W FOR A DISTANCE OF 125.64 FEET;

THENCE N13°37'35"W FOR A DISTANCE OF 30.00 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT FOR A DISTANCE OF 117.16 FEET,
HAVING A RADIUS OF 415.00 FEET, A CENTRAL ANGLE OF 16°10'34" AND WHOSE CHORD
BEARS N67°28'36"E FOR A DISTANCE OF 116.78 FEET;

THENCE N59°23'19"E FOR A DISTANCE OF 1114.35 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT FOR A DISTANCE OF 31.42 FEET,
HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND WHOSE CHORD
BEARS N14°23'19"E FOR A DISTANCE OF 28.28 FEET;

THENCE N30°36'41"W FOR A DISTANCE OF 133.26 FEET, TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT FOR A DISTANCE OF 142.72 FEET,
HAVING A RADIUS OF 267.00 FEET, A CENTRAL ANGLE OF 30°37'35" AND WHOSE CHORD
BEARS N15°17'54"W FOR A DISTANCE OF 141.03 FEET;

THENCE N00°00'54"E FOR A DISTANCE OF 32.32 FEET;

THENCE S89°59'06"E FOR A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 47736.63 SQUARE FEET (1.096 ACRES), MORE OR LESS.



C. KELLEY STEVENSON
COLORADO PROFESSIONAL LAND SURVEYOR -- NO 38231
FOR AND ON BEHALF OF PEAK CIVIL CONSULTANTS, INC.
200 W. HAMPDEN AVENUE, SUITE 200
ENGLEWOOD, CO 80110

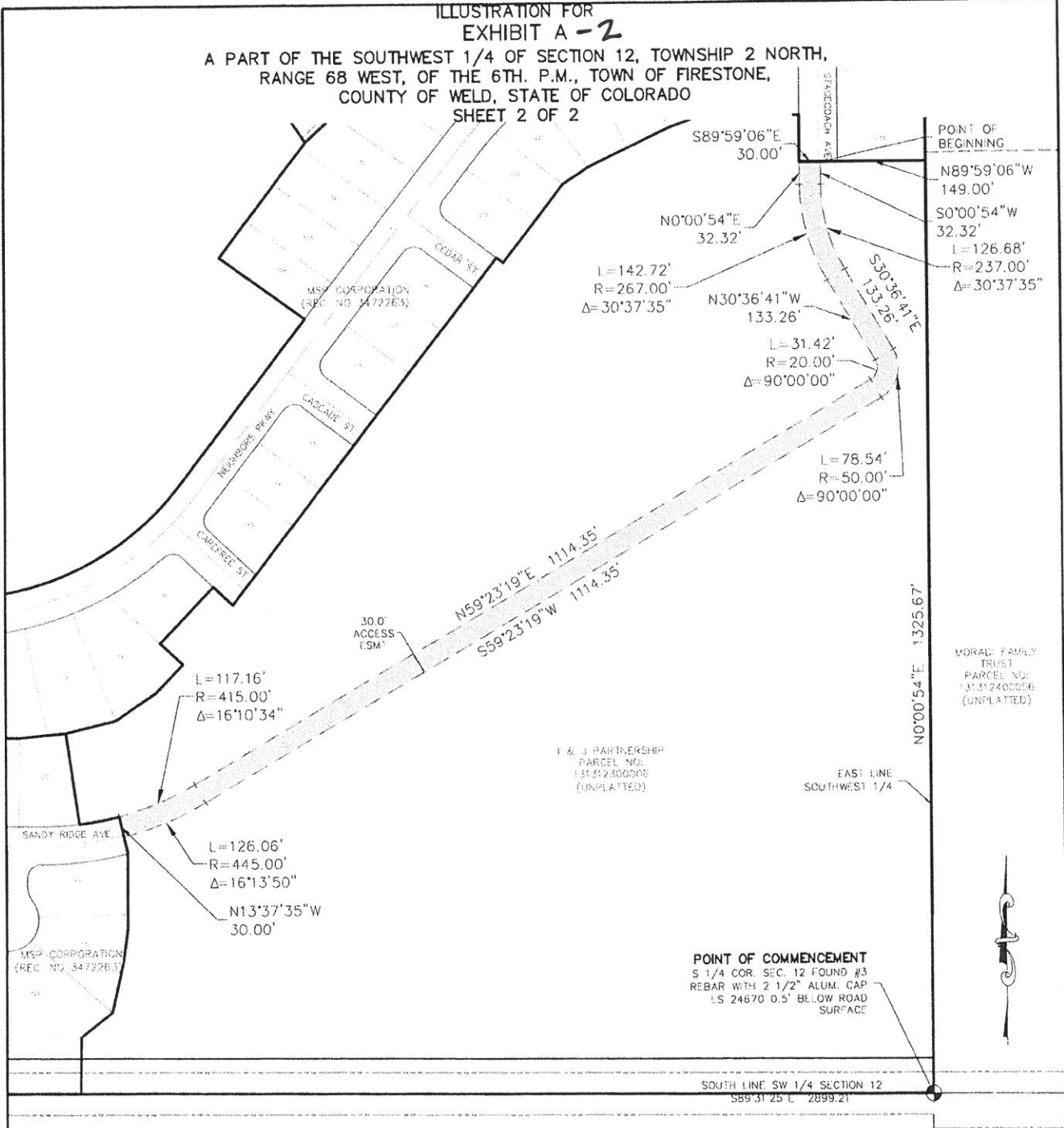
WELD COUNTY, COLORADO

A 20' WATER LINE EASEMENT IN THE
SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 2
NORTH, RANGE 68 WEST, OF THE 6TH. P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE
OF COLORADO.

DRAWN BY: R	SCALE:	R.O.W. FILE NUMBER
CHECKED BY: BK	DATE: 04/07/14	JOB NUMBER: 12.178

ILLUSTRATION FOR
EXHIBIT A - 2

A PART OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 2 NORTH,
RANGE 68 WEST, OF THE 6TH. P.M., TOWN OF FIRESTONE,
COUNTY OF WELD, STATE OF COLORADO
SHEET 2 OF 2



OWNER:
I & J PARTNERSHIP, LP
6530 DAYLILLY CT
NIWOT, CO 80503

WELD COUNTY, COLORADO

DRAWN BY: RF	SCALE: 1"=200'	R.O.W. FILE NUMBER
CHECKED BY: BK	DATE: 04/07/14	JOB NUMBER: 12.178

A 30' ACCESS EASEMENT IN THE SOUTHWEST
1/4 OF SECTION 12, TOWNSHIP 2 NORTH,
RANGE 68 WEST, OF THE 6TH. P.M., TOWN OF
FIRESTONE, COUNTY OF WELD, STATE OF
COLORADO.

ORDINANCE NO. 945

AN ORDINANCE APPROVING THE VACATION OF A WATERLINE EASEMENT AND EMERGENCY ACCESS EASEMENT WITHIN THE NEIGHBORS POINT SUBDIVISION

WHEREAS, by Easement Deed dated May 13, 2014 recorded with the Weld County Clerk and Recorder on May 19, 2014 at Reception No. 4017081, the Town was granted a waterline easement, which easement is legally described and depicted on Exhibit A-1, attached hereto and incorporated herein by reference (the “Waterline Easement”); and

WHEREAS, by Easement Deed dated May 13, 2014 recorded with the Weld County Clerk and Recorder on May 19, 2014 at Reception No. 4017080, the Town was granted an emergency access easement, which easement is legally described and depicted on Exhibit A-2, attached hereto and incorporated herein by reference (the “Access Easement”); and

WHEREAS, the Town has approved Final Plats for Neighbors Point Filing Nos. 3 and 4, which includes the property encumbered by the Waterline and Access Easement and which plats provide for new access and utility easements; and

WHEREAS, the Board of Trustees has determined that there no longer exists a need for the Waterline and Access Easements; and

WHEREAS, the Board of Trustees has determined the Waterline and Access Easements are not and will not be needed for any public purposes and are not being used or held for park purposes or for any other governmental purpose; and

WHEREAS, the Town Board desires to vacate its interests in the recorded Access Easement and Waterline Easement.

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

Section 1. The Town hereby vacates that certain Waterline Easement conveyed to the Town by Easement Deed dated May 13, 2014 recorded with the Weld County Clerk and Recorder on May 19, 2014 at Reception No. 4017081, which easement is legally described and depicted on Exhibit A-1, attached hereto and incorporated herein by reference (the “Waterline Easement”).

Section 2. The Town hereby vacates that certain Access Easement conveyed to the Town by Easement Deed dated May 13, 2014 recorded with the Weld County Clerk and Recorder on May 19, 2014 at Reception No. 4017080, which easement is legally described and depicted on Exhibit A-2, attached hereto and incorporated herein by reference (the “Access Easement”).

Section 3. The Mayor is authorized to execute such additional documents as may be necessary to evidence the vacation of the Waterline and Access Easements vacated by this ordinance.

Section 4. All other ordinances or portions thereof inconsistent or in conflict 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
TITLE ONLY this _____ day of _____, 20____.

TOWN OF FIRESTONE, COLORADO

Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

10/18/2018 1:45 PM [mac]R:\Firestone\Subdivisions\NeighborsPoint EasementVacation Ord #2.doc