FIRESTONE
COLORADO

BOARD OF TRUSTEES

REGULAR MEETING AGENDA

January 9, 2019
7:00 PM
151 Grant Avenue
Firestone, CO 80520

1. **Call to Order & Roll Call**

2. **Pledge of Allegiance**

3. **Approval of Agenda**

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

5. **Consent Agenda**

   5.a. Approval of December 19, 2018 Special Meeting Minutes

   5.b. Approval of Payables for January 9, 2019

   5.c. **Resolution 19-01**: A RESOLUTION DESIGNATING THE PLACE FOR POSTING OF NOTICES OF MEETINGS OF THE BOARD OF TRUSTEES FOR THE TOWN OF FIRESTONE

   5.d. Northern Integrated Supply Project (NISP) Fifteenth Interim Agreement

   5.e. Agreement with Leonard Rice Engineers, Inc. for Engineering Service for the Proposed Work Order No. 2019-05

   5.f. **Resolution 19-02**: A RESOLUTION OF THE TOWN OF FIRESTONE, COLORADO ADOPTING THE THREE MILE PLAN FOR THE TOWN OF FIRESTONE, COLORADO

   5.g. Firestone Police Station Geotechncial Engineering Services Contract Second Amendment

   5.h. Mayor - Re-Appoint Planning Commission Members - Kelly Deitman and William Schaefer for a 6 year term to expire on January 2025.

6. **Discussion/Action**

* 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 Clerk's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

6.a. **Resolution 19-03:** A RESOLUTION APPROVING PURCHASING OF VEHICLES AND EQUIPMENT FOR THE COMMUNITY RESOURCES DEPARTMENT

6.b. **Resolution 18-56**: A RESOLUTION CONCERNING REVISIONS TO THE EMPLOYEE HANDBOOK AND REPEALING THE AUTHORITY OF THE TOWN MANAGER TO MAKE REVISIONS

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

8. Reports

8.a. Staff

8.b. Mayor

8.c. Trustees

8.d. Committee Updates

9. Executive Session

9.a. An Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiations under C.R.S. 24-6-402(4)(e), regarding Town Manager recruitment.

10. Report from Executive Session

11. 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 Clerk'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 Special Meeting
December 19, 2018

1. CALL TO ORDER & ROLL CALL

The Board of Trustees of the Town of Firestone met for a Special Meeting on December 19, 2018, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Mayor Sindelar called the meeting to order at 7:00 p.m.

The following were present upon the call of the roll:

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

Staff: **Present**: Jan Sloat, Director of Human Resources; Katie Hansen, Director of Marketing & Communications; Paula Mehle, Director of Economic Development & FURA; Dave Lindsay; Engineer; Todd Bjerkaas, Director of Planning; David Montgomery, Chief of Police; Leah Vanarsdall, Town Clerk; Julie Pasillas, Director of Community Resources; Tracy Case, Senior Planner; Jessica Clanton, Director of Finance; & A. J. Krieger, Interim Town Manager; Carolynne White & Caitlin Quander, Interim Town Attorney.

2. PLEDGE OF ALLEGIANCE

Pledge was led by Mayor Sindelar

3. APPROVAL OF AGENDA

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

4. PUBLIC COMMENT

None

5. CONSENT AGENDA

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

6. DISCUSSTION/ACTION ITEMS

a. Night to Shine – Matt Cote Donation Request Rocky Mtn Christian Church – Feb 8, 2019
Motion by Trustee Conyac, **second** by Trustee Jimenez, to approve a donation of the Double Gold Sponsor of $2500.00. **Roll Call Vote**: Trustee Sharp – yes, Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes. All in Favor, **Motion carried**.

b. Consideration of 2019 Consulting Contract with CliftonLarsonAllen
Motion by Trustee Meiring, **second** by Trustee Sharp, to approve 2019 Consulting Contract with CliftonLarsonAllen LLC to begin Janujary 1, 2019 through December 31, 2019 and authorize the Mayor to sign the contract. **Roll Call Vote**: Trustee Conyac – yes, Mayor Pro-tem Peterson – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp – yes. All in Favor, **Motion carried**.

c. Town Hall Expansion – Discussion Only – Kelly Deitman-Halcyon Designs LLC

d. **Resolution 18-58**: A RESOLUTION APPROVING A CONTRACT BETWEEN THE TOWN OF FIRESTONE AND HALCYON DESIGN LLC FOR DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, AND CONSTRUCTION ADMINISTRATION FOR THE TOWN HALL EXPANSION AND REMODEL
Motion by Trustee Heath, **second** by Trustee Meiring, to approve **Resolution 18-58**: A RESOLUTION APPROVING A CONTRACT BETWEEN THE TOWN OF FIRESTONE AND HALCYON DESIGN LLC FOR DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, AND CONSTRUCTION ADMINISTRATION FOR THE TOWN HALL EXPANSION AND REMODEL. **Roll Call Vote**: Mayor Pro-tem Peterson – yes, Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Heath – yes, Trustee Sharp – yes, Trustee Conyac – yes. All in Favor, **Motion carried**.

e. **Resolution 18-60**: A RESOLUTION APPROVING LEGAL SERVICES ENGAGEMENT AGREEMENT FOR TOWN OF FIRESTONE LEASE PURCHASE AGREEMENT AND ISSUANCE OF CERTIFICATE OF PARTICIPATION
Motion by Trustee Heath, **second** by Jimenez, to approve **Resolution 18-60**: A RESOLUTION APPROVING LEGAL SERVICES ENGAGEMENT AGREEMENT FOR TOWN OF FIRESTONE LEASE PURCHASE AGREEMENT AND ISSUANCE OF CERTIFICATE OF PARTICIPATION. **Roll Call Vote**: Trustee Conyac – yes, Trustee Sharp – yes, Trustee Heath – yes, Trustee Jimenez – yes, Mayor Pro-tem Peterson – yes, Trustee Meiring – yes. All in Favor, **Motion carried**.

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

8. REPORTS
a. Staff
b. Mayor
c. Trustees
d. Committee Updates

9. EXECUTIVE SESSION **Open**: 8:15 pm **Closed**: 9:40 pm
a. **Executive Session** for the purpose of a conference with the Town Attorney for the purpose of receiving legal on specific legal questions under C.R.S. 24-6-402(4)(b).

Motion by Trustee Meiring, **second** by Trustee Conyac, to adjourn into an **Executive Session** for the purpose of a conference with the Town Attorney for the purpose of receiving legal on specific legal questions under C.R.S. 24-6-402(4)(b). **Roll Call Vote**: Trustee Meiring – yes, Trustee Jimenez – yes, Trustee Conyac – yes, Trustee Sharp – yes, Trustee Heath – yes, Mayor Pro-tem Peterson - yes. All in Favor, **Motion carried**.

Staff asked to participate: Carolynne White & Caitlin Quandor, Interim Town Attorney & Cortney Kramer, CIRSA

10. Report from Executive Session
No Report

11. ADJOURNMENT
Motion by Meiring, **second** by Trustee Conyac, to adjourn meeting at 10:18 pm. **Motion passed**, all in favor.

Introduced and Approved this 9th day of January, 2019.

TOWN OF FIRESTONE, COLORADO

____
Bobbi Sindelar, Mayor

ATTEST

____
Leah Vanarsdall, Town Clerk

Vendor	Amount
Total 24/7 Networks, Inc.:	607.36
Total ACCENT BRANDING SOLUTIONS:	700.66
Total ACE HARDWARE OF FIRESTONE:	440.72
Total ADAMSON POLICE PRODUCTS:	134.95
Total ALL COPY PRODUCTS:	257.50
Total AMAZON:	3,073.71
Total AMERICAN CONSERVATION & BILLING SOLUTION:	7,670.00
Total American Society of Canine Trainers:	165.00
Total AMERICAN WATER RESOURCES ASSOCIATION:	189.00
Total ANTHEM BLUE CROSS AND BLUE SHIELD:	62,922.47
Total B K TIRE, INC:	534.28
Total BARCO MUNICIPAL PRODUCTS INC:	1,865.00
Total C.E.S (COLORADO ACCOUNTS-SW):	228.60
Total CALIBRE PRESS:	169.00
Total CANINE TACTICAL, LLC:	2,046.00
Total CASI-ASPHALT & CONCRETE:	1,514.80
Total CENTRAL WELD COUNTY WATER DISTRICT:	24.95
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	83,026.92
Total CENTURY LINK:	97.48
Total CESARE, INC:	2,657.75
Total CHEMATOX LABORATORY INC:	235.00
Total CINTAS FIRST AID & SAFETY:	203.81
Total CIVIC PLUS, INC:	5,988.00
Total COLORADO CIVIL GROUP INC.:	87,328.51
Total COLORADO DEPT OF REVENUE:	165.00
Total COLORADO STATE TREASURER:	4,292.55
Total COMCAST CABLE-0319130- SEATTLE.:	297.35
Total COMCAST-PHILADELPHIA:	261.36
Total CREATIVE MAP SOLUTIONS, LLC:	155.00
Total D STREET:	4,553.44
Total DANA KEPNER COMPANY, INC.:	12,425.84
Total DBC IRRIGATION SUPPLY:	9,999.99
Total DELTA DENTAL OF COLORADO, INC:	4,038.99
Total DRIVE TRAIN INDUSTRIES INC:	105.76-
Total E&G Terminal, Inc:	1,256.70
Total ELDORADO ARTESIAN SPRINGS, INC.:	328.55
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	261.05
Total EMPLOYERS COUNCIL SERVICES, INC:	2,065.00

Vendor	Amount
Total ENVIROTECH SERVICES, INC.:	2,655.46
Total Escrow Deposit Refunds:	6,291.51
Total FISCAL FOCUS PARTNERS, LLC:	7,950.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	416.25
Total FRONTIER BUSINESS PRODUCTS:	573.84
Total FRONTIER COMMUNICATIONS CORP (LEASE):	247.89
Total FRONTIER COMPUTER CORP.:	4,657.00
Total GRAINGER:	337.26
Total GREELEY POLICE DEPARTMENT:	3,000.00
Total GREEN GIRL RECYCLING SERVICES:	202.00
Total HALCYON DESIGN LLC:	7,994.70
Total HARDLINE EQUIPMENT LLC:	2,926.00
Total HEALTHIEST YOU:	675.00
Total INTERSTATE BATTERY OF THE ROCKIES:	117.95
Total INTERSTATE FORD:	74.75
Total IRRIGATION ASSOCIATION:	390.00
Total KATHLEEN A. OATIS:	1,250.00
Total KERR-MCGEE OIL & GAS ONSHORE:	.46
Total KG CLEAN, INC:	1,706.50
Total L G EVERIST INC:	10,000.00
Total LARRY'S MOBILE WELDING INC:	5,400.00
Total MAIN STREET MAT COMPANY, INC:	234.29
Total MATCO TOOLS:	68.15
Total MCDONALD FARMS ENTERPRISES, INC:	290.00
Total MISC VENDOR:	400.00
Total MUTUAL OF OMAHA INSURANCE CO:	5,415.31
Total NEXTERA HEALTHCARE:	1,271.00
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	292,500.00
Total O.J. WATSON COMPANY, INC.:	1,536.56
Total OFFICE DEPOT INC:	681.35
Total O'REILLY AUTO PARTS:	396.47
Total ORKIN PEST CONTROL, INC:	141.80
Total PAUL D. BASSO:	1,000.00
Total PINNACOL ASSURANCE:	63.32
Total PLAYPOWER LT FARMINGTON, INC:	1,242.28
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	77.52
Total ROCKY MOUNTAIN CHRISTIAN CHURCH:	2,500.00
Total ROSA LUCAS:	75.00
Total S & B PORTA-BOWL RESTROOMS, INC:	196.00

Vendor	Amount
Total SADDLEBACK GOLF CLUB, LLC:	1,000.00
Total SAFETY AND CONSTRUCTION SUPPLY INC:	615.26
Total SESAC:	438.00
Total SHERWIN WILLIAMS CO.:	216.68
Total SPRADLEY BARR GREELEY:	30,959.00
Total STEVE BALCEROVICH:	1,250.00
Total TERRACON CONSULTANTS INC:	6,217.50
Total THOMSON REUTERS-WEST:	140.00
Total TIMBERLAN, INC:	13,414.31
Total TRIGGER TIME GUN CLUB, LLC:	177.00
Total UME CUSTOM EMBROIDERY:	323.51
Total UNITED POWER:	9,122.83
Total UNITED POWER-BRIGHTON:	225.00
Total VALLI INFORMATION SYSTEMS:	1,791.64
Total VERIZON WIRELESS:	4,530.17
Total VISION SERVICE PLAN - VSP:	618.79
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	249.00
Total :	738,320.84
Grand Totals:	738,320.84

Payables Summary

Accounts Payable Report

January 9, 2019

# of Invoices - 261

$ 738,320.43

COMPANY NAME	DESCRIPTION	Pass-Through $	Total Amt.
Total of Invoices under $25,000.00			$ 181,583.53
Anthem Blue Cross Blue Shield	December-2018 Health Insurance Premium		$ 62,922.47
Central Weld County Water District	2018 Carry Over Water		$ 45,457.50
Central Weld County Water District	Treatment and Delivery of Water: December 2018		$ 37,569.42
Colorado Civil Group	Engineering Services		$ 87,328.51
Northern Colorado Water Conservancy	2019 NISP Fifteenth Agreement		$ 292,500.00
Spradly Barr Greeley	Replacement Vehicle for totalled PD-17		$ 30,959.00
Total Invoices, Current		$ -	**$ 738,320.43**

AP Adjustments between Invoice Register, Unpaid Report, Paid Report

Kerr McGee	2 Past small invoices, hold on paying	$ 0.41
		$ -

Total (to match Board AP Detail Reports) **$ 738,320.84**

For further detail please see Finance Department.

Please direct any questions to Judy Scott ext. 256.

RESOLUTION 19-01

A RESOLUTION DESIGNATING THE PLACE FOR POSTING OF NOTICES OF MEETINGS OF THE BOARD OF TRUSTEES FOR THE TOWN OF FIRESTONE

WHEREAS, C.R.S. § 24-6-402(2)(c) requires the Board of Trustees to designate the public place or places for posting of notices of the Board's public meetings.

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

Section 1. Pursuant to Section 24-6-402(2)(c), C.R.S., notices of meetings of the Board of Trustees for the Town of Firestone shall be posted at the front entrance window of the Firestone Town Hall, 151 Grant Avenue, Firestone, CO 80520. Meeting notices may additionally be published on the Town's website, www.firestoneco.gov.

INTRODUCED, READ, and ADOPTED this 9th day of January, 2019.

TOWN OF FIRESTONE, COLORADO

____

Bobbi Sindelar, Mayor

ATTEST:

____

Leah Vanarsdall, Town Clerk

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE C O L O R A D O	**AIM#:** 5.d. **Consent Agenda** **Meeting Date:** January 9, 2019 **Initiated By:** Julie Pasillas **Dept:** Water/Sewer

AGENDA TITLE
Northern Integrated Supply Project (NISP) Fifteenth Interim Agreement

SUMMARY
The attached agreement (noted above) is to be executed with all NISP participants. To cover the fiscal year 2019 costs for Firestone is $292,500.00.

The work in 2019 will largely be efforts in support of the final 404 permit and Record of Decision, response to comments on the Final EIS, mitigation development, continuation of the Larimer County IGA process, and the preparation of the State of Colorado 401 Certification documents. Additionally, there will be work in support of the public information effort for NISP as well as overall Northern Water administration and legal support.

Phase 5 will consist of the Glade phase III geotechnical investigation and embankment design advancement and Highway 287 relocation thirty percent design.

Phase 6 involves the following additional 2019 activities:
• NISP conveyance will continue to be refined including evaluation of Participant flow requirements, pipeline sizing and route refinement, delivery system exchange potential, C-BT exchange potential, conveyance cost estimating, and cost allocation methodology development.
• South Platte Water Conservation Project negotiations will be advanced with the affected ditch companies and shareholder cooperative agreements will be developed.
• Land and easement requirements will be more specifically identified, and time sensitive purchases may potentially be made.
• Mitigation plans will continue to be advanced and time sensitive mitigation activities may be pursued.
• A Financial Plan will be prepared for the project.

HISTORY AND PREVIOUS BOARD ACTION
In January 2018, the Fourteenth Interim Agreement between Northern Colorado Water Conservancy District and the Town of Firestone was approved by the Board. This agreement is similar to the past agreements.

Until fiscal year 2009, the Town of Firestone had been participating in the NISP project under the umbrella of the Central Weld County Water District (CWCWD). At the regular Board meeting on October 22, 2009, the Firestone Board of Trustees approved a NISP Assignment Agreement negotiated with CWCWD. In general, the agreement allowed for the transfer of 1,300 acre-feet (3.25% of the total project) of CWCWD's interest to the Town of Firestone. Once executed the Town of Firestone became a direct participant of the project and as a result will be required to fulfill contractual agreements previously handled on the Town's behalf by CWCWD.

RECOMMENDATION

Staff recommends that the Board make a motion to approve the NISP Fifteenth Interim Agreement with NCWCD and to fund the payment as requested in the agreement for the Town participation in NISP.

ALTERNATIVES

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

ATTACHMENTS

1. NISP Fifteenth Interim Agreement

FINANCIAL CONSIDERATIONS

The Town has budgeted for NISP participation costs of $293,000.00 for 2019, to be paid by the Water Fund.

FIFTEENTH INTERIM AGREEMENT WITH THE
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE,
FOR PARTICIPATION IN THE
NORTHERN INTEGRATED SUPPLY PROJECT

This Agreement is made and entered into as of ____________, 2019, by and between the Northern Integrated Supply Project Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq., owned by the Northern Colorado Water Conservancy District, and whose address is 220 Water Avenue, Berthoud, Colorado 80513 (the "NISP Enterprise"), and the Town of Firestone, whose address is P.O. Box 100, Firestone, CO 80520-0100 (“Participant”).

Recitals

A. The NISP Enterprise is developing a water project (the "Project") for the purpose of developing a new reliable water supply for the beneficial use of the Participant and other entities.

B. Overall Project costs will be divided among the entities that participate in the Project.

C. The First Phase of the Project consisted of preliminary studies to evaluate potential Poudre reservoir sites and the South Platte Water Conservation Project. The First Phase has been accomplished and there appear to be potential project configurations that may serve the needs of the Project.

D. The Second Phase of the Project consisted of additional reservoir site evaluations, alternatives analysis, environmental studies, financial analyses, and related work. The Second Phase has been completed and the participants have selected alternatives that may serve the needs of the Project.

E. The NISP Enterprise has commenced the Third Phase of the Project. The Third Phase, Years 1 and 2 (2004 and 2005), consisted of agency consultation, commencement of permitting with the U.S. Army Corps of Engineers and other agencies, commencement of compliance with the National Environmental Policy Act and other requirements for federal permitting, commencement of field work and analysis for permitting, modeling, and other activities related to designing and permitting the Project.

F. The Third Phase, Year 3 through Year 6 (2006, 2007, 2008, and 2009), consisted of continuation of agency consultation, permitting with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work and analysis for permitting, modeling, and other activities related to designing and permitting the Project.

G. The Third Phase, Years 7 through 16 (hereinafter referred to as “Phase 3A”), will consist of further agency consultation, permitting with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work and analysis for permitting, modeling, and other activities related to designing and permitting the Project.

H. The Fourth Phase consisted of the Glade Preliminary Design and phase I Geotechnical Investigation for Glade Reservoir. This phase is now complete.

I. The Fifth Phase of the Project consists of the Glade phase II geotechnical investigation and embankment design advancement, Highway 287 relocation thirty percent design, and completion of the Galeton Dam preliminary design.

J. The Sixth Phase involves continued NISP conveyance delivery refinement, South Platte Water Conservation Project negotiations, land and easement definition and potential purchase, and potential advancement of time-sensitive mitigation activities.

K. It is necessary that the NISP Enterprise pursue Phases 3A, 5 and 6 of the Project at this time in order to be able to complete the Project on the time schedule desired by the participants.

L. Pursuing Phases 3A, 5, and 6 of the Project on behalf of the participants will require continued funding from the participants.

<u>Agreement</u>

1. The Participant agrees to participate in Phase 3A, Phase 5, and Phase 6 of the Project, under and pursuant to the terms and conditions of this Agreement. The Participant acknowledges that it shares a common interest in development of the Project and that privileged material may be shared with the Participant from time to time. A description of Phase 3A, Phase 5 and Phase 6 is included in Exhibit A. Participation in these phases of the Project in no way obligates the Participant to participate in subsequent phases of the Project or to continue involvement in the Project in any manner.

2. For the purposes of cost allocation in Phase 3A, Phase 5, and Phase 6, the cost is based upon the Participant's base requested capacity divided by the total requested base Project yield ("Participant's Cost Share"). The Participant's initial base requested capacity in the Project is 1,300 acre-feet of water yield. Attached hereto as Exhibit B is a table showing the currently anticipated permitted capacity in the Project and the pro rata share of the costs of the Project for 2019 for each Participant. The Participant may request a reduction, but not an increase, in base requested capacity, which will be implemented by the NISP Enterprise so long as any increased costs of design, environmental studies, permitting or other matters are paid by the Participant. If a reduction in the Participant's base requested capacity is made, the formula for allocation of costs among the participants shall be changed accordingly so that all participants bear a pro rata share of Phase 3A, Phase 5 and Phase 6 costs of the Project after the change based on their final base requested capacity. For purposes of the environmental analysis for the Project, the Participant's permitted capacity in the Project is 1,300 acre-feet of water yield. In the

event that the Participant's base requested capacity is increased or decreased, the Participant's permitted capacity shall be increased or decreased in the same percentage as the percentage increase or decrease of the base requested capacity.

3. The Participant agrees to provide to the NISP Enterprise funds for its pro rata share of the anticipated 2019 costs necessary for Phase 3A, Phase 5 and Phase 6 of the Project. The NISP Enterprise estimates that the Participant's pro rata share of the costs of the Project is $292,500 for 2019. The Participant will pay the NISP Enterprise its pro rata share of these 2019 costs on or before January 15, 2019. The NISP Enterprise will invoice the Participants for this payment. These estimated costs will not be increased or exceeded without the prior written approval of the Participant. Participant funds that are not expended during Phase 3A, Phase 5 and Phase 6 will be rebated back to each participant pro rata based on each participant's contribution of funds to the Project in Phase 3A, Phase 5 and Phase 6.

4. In the event that the Participant fails to make the payment set forth above at the specified time, the NISP Enterprise shall have the right to terminate this Agreement and cease all work on the Project for the benefit of the Participant. The NISP Enterprise shall give the Participant thirty (30) days' advance written notice of its intention to terminate this Agreement and cease work on the Project for the Participant's benefit under this paragraph. The Participant shall have until the end of said 30-day period in which to make all past due payments in full in order to cure its default hereunder. The Participant shall in any event be responsible for its pro rata share of the 2019 costs of Phase 3A, Phase 5 and Phase 6 of the Project actually incurred by the NISP Enterprise up to the date of termination of this Agreement.

5. The NISP Enterprise agrees to diligently pursue Phase 3A, Phase 5 and Phase 6 of the Project in good faith to the extent that funds therefor are provided by the Participant under this Agreement and by other participants under similar agreements. By entering into this Agreement and accepting payments from the Participant, the NISP Enterprise does not obligate itself to, nor does the NISP Enterprise warrant that it will, proceed with the Project beyond Phase 6 or that it will construct or operate the Project. At the end of the Sixth Phase, the NISP Enterprise will determine after consultation with the participants whether to proceed with the Project. The NISP Enterprise agrees that, if the participants provide all required funding, if the NISP Enterprise has the ability, and if the Project is feasible and practical, it will pursue the construction and operation of the Project if requested to do so by sufficient participants to fully fund the Project. In the event that the NISP Enterprise decides not to proceed with the Project, it will so notify the Participant and this Agreement will immediately and automatically terminate upon the giving of such notice.

6. In the event of termination of the Project, the Participant shall not be entitled to any return of funds paid to the NISP Enterprise for the Project, unless payments by participants exceed the NISP Enterprise's costs, in which case a pro rata refund will be made. In the event of such termination, the Participant shall be entitled to receive copies of any work products developed by the NISP Enterprise or its consultants on behalf of the

Participant, and NISP Enterprise Board shall, in its sole discretion: i) convey to the Participant, as a tenant in common with all other participants who have not been terminated under paragraph 4 above, a pro rata interest in all real and personal property acquired by the NISP Enterprise for the Project with funds provided under this Agreement or similar agreements with other participants; or ii) disburse to the Participants the proceeds of any sale of assets in proportion to each Participant's Cost Share.

7. The Participant shall have the right to assign this Agreement and the Participant's rights hereunder, with the written consent of the NISP Enterprise, which consent shall not be unreasonably withheld, to any person or entity that is eligible to receive water deliverable through the Project and that is financially able to perform this Agreement.

8. In the event that this Agreement is terminated for any reason, the Participant shall not be entitled to any return of any funds paid to the NISP Enterprise for the Project, and the NISP Enterprise shall have no further obligations to the Participant, except as provided in Paragraphs 3 and 6 above for those participants who have not been terminated under paragraph 4 above.

9. Notwithstanding any other provision of this Agreement to the contrary, the Participant's maximum financial obligation under this Agreement shall be the payment of $292,500 set forth in paragraph 3 above. The Participant shall have the right to terminate this Agreement at any time. In the event of such termination, each of the parties hereto shall be immediately released from all obligations recited herein as if this Agreement had not been entered into, except that the Participant shall be entitled to a return of funds paid to the NISP Enterprise as provided in paragraph 8 above.

10. In the event that additional costs must be incurred for Phase 3A, Phase 5 and Phase 6 in 2019, the parties may amend this Agreement in writing to provide for further payment by the Participant of the costs for 2019. However, the Participant is not obligated under this Agreement to pay any costs for Phase 3A, Phase 5 and Phase 6 beyond the costs stated in paragraph 3 above.

11. This Agreement is the entire agreement between the NISP Enterprise and the Participant regarding participation in Phase 3A, Phase 5 and Phase 6 of the Project and shall be modified by the parties only by a duly executed written instrument approved by the Participant and the NISP Enterprise's Board of Directors.

12. This Agreement is subject to approval by the NISP Enterprise's Board of Directors and shall become binding on the NISP Enterprise only upon such approval.

TOWN OF FIRESTONE

By:_________________________

Name:_______________________

Title:________________________

THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE

By:____________________________

Name: Bradley D. Wind

Title: General Manager

EXHIBIT A
DESCRIPTION OF PHASE 3A, PHASE 5 and PHASE 6
NORTHERN INTEGRATED SUPPLY PROJECT

Phase 3A consists of a continuation of the permitting work associated with NISP. The work in 2019 will largely be efforts in support of the final 404 permit and Record of Decision, response to comments on the Final EIS, mitigation development, continuation of the Larimer County IGA process, and the preparation of the State of Colorado 401 Certification documents. Additionally, there will be work in support of the public information effort for NISP as well as overall Northern Water administration and legal support.

Phase 5 will consist of the Glade phase III geotechnical investigation and embankment design advancement and Highway 287 relocation thirty percent design.

Phase 6 involves the following additional 2019 activities:

- NISP conveyance will continue to be refined including evaluation of Participant flow requirements, pipeline sizing and route refinement, delivery system exchange potential, C-BT exchange potential, conveyance cost estimating, and cost allocation methodology development.
- South Platte Water Conservation Project negotiations will be advanced with the affected ditch companies and shareholder cooperative agreements will be developed.
- Land and easement requirements will be more specifically identified, and time sensitive purchases may potentially be made.
- Mitigation plans will continue to be advanced and time sensitive mitigation activities may be pursued.
- A Financial Plan will be prepared for the project.

EXHIBIT B
PARTICIPANT YIELD AND COSTS
PHASE 3A, PHASE 5 and PHASE 6

Proposed 2019 Cash Items			
Item	Amount		
ERO FEIS Comments& Record Completion	$ 500,000		
Mitigation/Phase III Archeological	$ 700,000		
Environmental Permitting Assistance	$ 400,000		
Water Quality Monitoring	$ 200,000		
Conveyance Pipeline Evaluation	$ 1,000,000		
Diversion Pre-Design	$ 300,000		
HW 287 30% Design Completion	$ 750,000		
B&V Glade Pre-Final Design Activities	$ 2,800,000		
NW/Legal	$ 1,600,000		
ROW-Land Appraisal/Title/Survey	$ 200,000		
Financing Consultant	$ 100,000		
Subtotal	$ 8,550,000		
Misc. at 10%	$ 855,000		
Grand Total (Rounded)	$ 9,400,000		
Anticipated Carry-over from 2018	$ 400,000		
Participant Contribution	$ 9,000,000		
	Project Yield	Percent of	$ 9,000,000
Participant	(Acre-ft)	Project	Contribution
Central Weld Co. W.D.	3,500	8.75%	$ 787,500
Dacono	1,250	3.13%	$ 281,250
Firestone	1,300	3.25%	$ 292,500
Frederick	2,600	6.50%	$ 585,000
Eaton	1,300	3.25%	$ 292,500
Erie	6,500	16.25%	$ 1,462,500
Evans	1,600	4.00%	$ 360,000
Fort Collins-Loveland. W.D.	3,000	7.50%	$ 675,000
Fort Lupton	2,050	5.13%	$ 461,250
Fort Morgan	3,600	9.00%	$ 810,000
Lafayette	1,800	4.50%	$ 405,000
Lefthand W.D.	4,900	12.25%	$ 1,102,500
Morgan County Q.W.D.	1,300	3.25%	$ 292,500
Severance	2,000	5.00%	$ 450,000
Windsor	3,300	8.25%	$ 742,500
Total	40,000	100.00%	$ 9,000,000

AGENDA INFORMATION MEMORANDUM	AIM#: 5.e.
FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**Consent Agenda** **Meeting Date:** January 9, 2019 **Initiated By:** Julie Pasillas **Dept:** Community Resources

AGENDA TITLE
Agreement with Leonard Rice Engineers, Inc. for Engineering Service for the Proposed Work Order No. 2019-05

SUMMARY
This Work Order 2019-05 under the 2019 Agreement directs Leonard Rice Engineers, Inc. to conduct research of the requirements of the Colorado Department of Public Health and Environment (CDPHE) under the National Pollutant Discharge Elimination System (NPDES) to develop a recommended strategy for the Town to pursue regarding a discharge permit for the St. Vrain Water Treatment Plant.

HISTORY AND PREVIOUS BOARD ACTION
The Board of Trustees approved a contract for FEI Engineers, Inc. to develop a design of the St Vrain Water Treatment Plant on December 12, 2018.

RECOMMENDATION
Staff recommends Board adopt a motion to approve the attached work order agreement for LRE to research available alternative permit compliance options by researching similar CDPHE permits and communicating with select neighboring permit holders, and will evaluate water quality data in receiving waters and in the projected discharge stream.

ALTERNATIVES
The Board may choose not to approve the work orders, and provide Staff with additional direction.

ATTACHMENTS
1. Work Order # 2019-05

FINANCIAL CONSIDERATIONS
The agreement includes an amount not to exceed $14,000. Sufficient funds have been budgeted and appropriated in the Town's Water Fund to cover this cost.

Work Order 2019-05 under
AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE
AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES

January 9, 2019

1.0 General. This is Work Order 2019-05 under AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE AND LEONARD RICE ENGINEERS, INC. FOR ENGINEERING SERVICES, between Leonard Rice Engineers, Inc. (LRE) and the Town of Firestone (Firestone), signed by Firestone on December 12, 2018 ("2019 Agreement"). The general purpose of this Work Order 2019-05 is for LRE to develop a recommended strategy to submit an application to the Colorado Department of Public Health and Environment (CDPHE) under the National Pollutant Discharge Elimination System (NPDES) for the St. Vrain Water Treatment Plant.

This project will be managed under LRE Project Number 1527TWF04, Task 8.

2.0 Scope of Services.

LRE will research available alternative permit compliance options by researching similar CDPHE permits and communicating with select neighboring permit holders, and will evaluate water quality data in receiving waters and in the projected discharge stream.

This project will be completed by Jessica DiToro, PE and Katie Fendel, PE of Leonard Rice Engineers, Inc.

Deliverable: Deliverable will be a presentation to the water team in the second quarter of 2019.

3.0 Budget

The total budget and maximum payment obligation for Work Order 2019-05 under LRE Project Number 1527TWF04, Task 08 will not exceed $14,000.00. This project will be billed in two installments of $7,000.00 each.

4.0 Schedule

Work will begin upon receipt of water quality analytical results from the December 4, 2018 sampling episode, or upon receiving a notice to proceed, whichever is later. Assuming receipt of data and notice to proceed by January 28, 2019, the work authorized by Work Order 2019-05 will be completed by March 25, 2019.

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

NOTICE TO PROCEED

You are hereby given notice to proceed with:

Work Order Number:	2019-05
Dated:	January 9, 2019
Not to Exceed Budget:	$14,000.00

Signature: ______________________________

Title: ______________________________

Date: ______________________________

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 5.f. **Consent Agenda** **Meeting Date:** January 9, 2019 **Initiated By:** Todd Bjerkaas **Dept:** Planning & Zoning

AGENDA TITLE
Resolution 19-02: A RESOLUTION OF THE TOWN OF FIRESTONE, COLORADO ADOPTING THE THREE MILE PLAN FOR THE TOWN OF FIRESTONE, COLORADO

SUMMARY
Staff has prepared a resolution for consideration by the Board to adopt the Three Mile Plan for the Town of Firestone.

Section 31-12-105(1)(e) C.R.S. requires the Town to adopt and update a plan at least annually, which generally describes the location, character and extent of various public facilities in an area extending three miles beyond the municipal boundaries, prior to completing annexations of land within the three mile area. The practice of most municipalities in Colorado have relied upon a compilation of various land use plans, procedures and other documents that were previously adopted and utilized by the municipality as the “Three Mile Plan.” Therefore, a resolution formally designating the compilation of land use plans, procedures and documents as the “Three Mile Plan” for the Town of Firestone is proposed.

HISTORY AND PREVIOUS BOARD ACTION

RECOMMENDATION
Staff recommends that the Board approve the attached resolution adopting the Three Mile Plan for the Town of Firestone.

ALTERNATIVES

ATTACHMENTS
1. Resolution 19-02

FINANCIAL CONSIDERATIONS

RESOLUTION NO. 19-02

A RESOLUTION OF THE TOWN OF FIRESTONE, COLORADO ADOPTING THE THREE MILE PLAN FOR THE TOWN OF FIRESTONE, COLORADO

WHEREAS, pursuant to Section 31-12-105(1)(e), C.R.S. prior to the completion of any annexation within a three mile area outside of the municipal boundaries of a municipality ("Three Mile Area"), a municipality is required to have in place a plan ("Three Mile Plan") which generally describes the proposed location, character and extent of certain public facilities, located within the Three Mile Area; and;

WHEREAS, the Town of Firestone has enacted, adopted and approved the various plans, documents, ordinances and resolutions (collectively "Plans") listed on "Exhibit A," attached hereto and incorporated herein; and

WHEREAS, the Town Board has determined that the Plans, when considered together as a whole, adequately comply with the requirements of state law for the Three Mile Plan for the Town of Firestone;

WHEREAS, to ensure that future annexations by the Town of Firestone are completed in compliance with the provisions of state law, the Town Board, by this Resolution, desires to formalize its understanding and intention that the Plans serve as the Three Mile Plan for the Town of Firestone;

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

Section 1. The Plans, as described in "Exhibit A," when considered together as a whole, shall constitute the Three Mile Plan for the Town of Firestone required pursuant to Section 31-12-105(1)(e), C.R.S. (the "Three Mile Plan").

Section 2. The Three Mile Plan is hereby adopted.

Section 3. The Three Mile Plan shall be reviewed and revised as may be necessary or advisable, and shall be updated annually, and additional plans may be added to the Three Mile Plan from time to time, as they are developed and adopted.

[SIGNATURES ON FOLLOWING PAGE]

INTRODUCED, READ AND ADOPTED this 9th day of January, 2019.

TOWN OF FIRESTONE, COLORADO

____
Bobbi Sindelar, Mayor

ATTEST:

____
Leah Vanarsdall, Town Clerk

12/4/18 12:45 PM S:\Community Development\Planning\Firestone - Staff Files\Cases\Three Mile Annexation Plan\2019\2019 01-09 Reso 19-02.doc

EXHIBIT A

TOWN OF FIRESTONE
THREE MILE AREA PLAN
ELEMENTS

Documents as may be amended from time to time:

- **Town of Firestone Municipal Code**
- **Town of Firestone 2013 Master Plan**
- **Town of Firestone Development Regulations**
- **Sump Basin Master Drainage Plan**
- **South Weld I-25 Corridor Master Drainage Plan**
- **Town of Firestone Design Criteria & Construction Regulations**
- **Town of Firestone Parks Design Criteria Manual**
- **Town of Firestone Raw Water Irrigation System Master Plan**
- **Town of Firestone Potable Master Plan**
- **Ordinance 916 – Residential Development Impact Fees & Funds**

# AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM#:** 5.g. **Consent Agenda** **Meeting Date:** January 9, 2019 **Initiated By:** Dave Lindsay **Dept:** Police

AGENDA TITLE
Firestone Police Station Geotechncial Engineering Services Contract Second Amendment

SUMMARY
The original agreement with Terracon was previously amended to add in the Phase 2 - Building & Site Package additional services from Terracon related to the building foundation, masonary wall systems, structural steel and other elements included in the final stage of the project. Their estimated time per task and the number of site visits for many of the Phase 1 and Phase 2 tasks were not adequate to complete the project. In reviewing the work left to be done on the building and the time needed to complete their tasks, Terracon also detemrined that some of their estimates, moslty related to apsahlt paving, were more than needed. Staff has worked with Terracon to develope an updated budget to complete the project that will increase the contract amount by $8,135.00. A second amendment to the contract with Terracon is presented for consideration and action by the Board.

HISTORY AND PREVIOUS BOARD ACTION
The Board approved the original agreement with Terracon at the regular meeting on July 25, 2018.

The Board approved the First Amendment to the agreement with Terracon at the regular meeting on September 26, 2018.

RECOMMENDATION
Staff reocmmends the Board of Trustees approve the attached Second Amendment to the Geotechncial Engineering Services Agreement with Terracon Consultants, Inc. that increases the contract to an amount not to exceed $38,954.00, and authorize the Mayor to execute the agreement on behalf of the Town.

ALTERNATIVES
Board could choose to direct staff to modify the terms of the amendment.

ATTACHMENTS
1. Consulting Agmt Amendment 2 (Terracon-Construction 2019.01.02)
2. All-In Project Cost Tracking (2019.01.02)

FINANCIAL CONSIDERATIONS
This item was budgeted for $50,000.00 in the aodpted $15.9M project budget.

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

THIS SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT is made and entered into effective as of the ____ day of _______________, 2019, by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation, hereinafter referred to as the "Town", and TERRACON CONSULTANTS, INC., a Delaware corporation, hereinafter referred to as the "Consultant," with reference to that certain Consulting Services Agreement between the Town and Consultant executed by the Town on July 25, 2018 and hereinafter referred to as the "Original Agreement", and the First Amendment to the Original Agreement executed by the Town on September 26, 2018 and hereinafter referred to as the "First Amendment".

WHEREAS, Consultant's services under the Original Agreement and the First Amendment were for the Phase 1 and Phase 2 portions of the project; and

WHEREAS, The Consultants time estimates to perform some of the Phase 2 tasks are not adequate to complete the project and the parties believe it to be in the best interest to further amend the Original Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Section 4.1 of the Original Agreement and the First Amendment is hereby amended to read as follows (words added are underlined; words deleted are shown in ~~strikeout~~):

> 4.1 The Town shall pay the Consultant for services requested and rendered under this Agreement at the hourly rates plus expenses set forth in Exhibit "A;" provided, however, that the total amount payable for Services under this Agreement shall in no event exceed ~~$30,819.00~~ $38,954.00. For services compensated at hourly rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

2. Exhibit A of the Original Agreement and of the First Amendment are hereby replaced in their entirety with the revised Exhibit A, attached hereto.

3. The Original Agreement and the First Amendment, as herein further amended by this Second Amendment, is hereby ratified and confirmed and remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Consulting Agreement effective as of the day and year first above set forth.

TOWN OF FIRESTONE,
a Colorado Municipal Corporation

By:____________________________
Bobbi Sindelar, Mayor

Attest:________________________
Leah Vanarsdall, Town Clerk

CONSULTANT:
TERRACON CONSULTANTS, INC.
a Delaware corporation,

By:___________________________ Date:_____________________________
Eric Buol

Title: Project Manager

EXHIBIT A

December 28, 2018

Town of Firestone
151 Grant Street
Firestone, Colorado 80520

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

Re: **Proposal for Materials Testing and Special Inspection Services**
Firestone Police Department and Municipal Court - Building
2 Park Avenue, Firestone, Colorado
Terracon Proposal No. P22181060 – Revision 3

Mr. Lindsay:

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

A. PROJECT INFORMATION

Our understanding of the required construction materials services for this project is based upon information provided by your firm, project plans dated August 23, 2018, Terracon Geotechnical Engineering Report (Project No. 22175081) dated July 28, 2017, and our experience with other projects of this type. Pertinent project information is summarized below.

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

B. SCOPE OF SERVICES

Terracon proposes to provide testing and inspection services as summarized below.

ITEM	DESCRIPTION
Earthwork	Qualified personnel will observe fill operations, as well as obtain appropriate samples for laboratory tests and perform in-place field density testing for footing subgrade, structural backfill, underground utility trench backfill, slab subgrade, and pavement and flatwork subgrade.
Reinforcing Steel	Prior to concrete placement, reinforcing steel for footings, foundation stem walls, slab-on-grade, and site walls will be observed. Our work will include the following: observing specified size, grade, and condition of reinforcing steel; specified locations and quantities; and concrete cover and clearance.
Concrete Testing	Testing and sampling will be performed on the concrete used for foundations, slab-on-grade; flatwork, site walls, and paving as applicable. The concrete will be tested for slump, air content, unit weight and temperature at the time of placement. Testing will be performed according to the frequency below. § 1 set of five 4"x8" cylinders for each 50 cubic yards or fraction thereof per day for structural concrete. Cylinders will be tested at 7-days and 28-days, with one held for a later break if specified strength is not met at 28-days. § 1 set of five 4"x8" cylinders for each 100 cubic yards or fraction thereof per day for site work and flatwork. Cylinders will be tested at 7-days and 28-days, with one held for a later break if specified strength is not met at 28-days
Post Installed Anchorages	A qualified special inspector will observe and document the post installation of bolts, rebar, threaded rod, and other anchorage systems including verification of materials, hole depth and diameter, cleanout, epoxy mixing and embedment depth in accordance with contract drawings and the manufacturer's specifications and recommendations
Structural Masonry Observations and Testing	A Terracon representative will be provided, on an as-scheduled basis, to perform observation of structural masonry. Observations will be provided on a periodic basis during the placement of concrete masonry units and on a full-time basis during grouting operations. The Terracon representative will perform the following functions: § Observe the placement of masonry units and construction of mortar joints § Observe the specified size, grade and type of reinforcement, and grout space prior to grouting § Observe the type, size, and location of anchors, including other details of anchorage of masonry to structural frames or other construction § Observe the grout placement and subsequent consolidation/reconsolidation § Observe the proportions of site-mixed mortar and grout § Fabrication of grout compressive strength samples – one set of four every 5,000 square feet of wall, during construction. One (1) specimen will be tested for compressive strength at seven (7) days; and (3) specimens will be

ITEM	DESCRIPTION
	tested at 28 days. § Obtain and test three (3) CMU prisms for compressive strength testing constructed by the contractor – one set of three every 5,000 square feet of wall, during construction. The (3) specimens will be tested at 28 days.
Structural Steel Inspections	A Structural Steel Inspector will be provided, on an as-scheduled basis, for the observation of the field welding and bolting. The Structural Steel Inspector will perform the following functions: § Verification of certified welders for each joint configuration and welding process § Visual observation of fillet welds and partial/full penetration welds § Non-destructive testing of welds by ultrasonic and/or magnetic particle methods (if required) § Verification of material test reports for structural bolting § Observation of bolt application for bearing and slip critical connections We have assumed that shop fabricators are AISC approved fabricators and will perform their own inspections, and therefore, have not included costs for these services. We are available to perform shop inspections upon request for an additional fee.
Asphalt Concrete Paving	Field density-compaction testing by nuclear methods will be performed during asphalt concrete paving operations. The density-compaction of the asphalt concrete will be evaluated utilizing information from the paving contractor's asphalt mix design. Each asphalt mix type can be tested for asphalt content, gradation, and theoretical maximum specific gravity, if requested.
Project Management	A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. All field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget, and communicating with the client and contractor regarding schedule, deviations, and resolution of outstanding deviations. To help create a good working relationship with the contractor and for the contractor to better understand our scope of work for the project, we request that Terracon be invited to preconstruction meetings prior to each phase of construction.

Commitment to Fast Report Turnaround:

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

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

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

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

- Scheduling testing services with a minimum of 24 hours of notice. Please allow extended notice (48 hours) for structural steel inspections.
- Scheduling is performed through our office dispatcher; the direct dispatch phone number is (303) 776-3921.
- Cancellation of services should be done prior to a Terracon representative mobilizing to the project, failure to do so will result in a cancellation fee.
- Terracon will not be responsible for tests that are not performed due to a failure to schedule our services on the project.
- Testing and observations will only determine compliance with project specifications at the test locations, at the time our services are performed.

C. COMPENSATION

Based on the project information available for our review, our estimated budget to perform the proposed scope of services is about **$38,954.** A summary of our unit rates, estimated quantities, and the resulting costs is included on the attached Fee Estimate breakdown schedule. Fees for services provided will be based on the unit rates shown in that exhibit. Please note that this is only a budget estimate and not a not-to-exceed price.

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

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

D. AUTHORIZATION

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

Sincerely,
TERRACON CONSULTANTS, INC.

Eric A. Buol	Eric D. Bernhardt, P.E.
Project Manager	Geotechnical Department Manager

Copies to: Addressee (via e-mail)

Enclosures: Reimbursement Schedule
Estimated Fees - Revision 3

REIMBURSEMENT SCHEDULE
Construction Materials Services

Personnel

Principal Engineer, P.E. $145.00/hr
Project Engineer, P.E. $135.00/hr
Project Manager $105.00/hr
Field Engineer/Geologist $95.00/hr
Structural Steel Inspector (3-hour minimum charge) $105.00/hr
Engineering Technician (soils, concrete, asphalt, CMU, reinforcing steel) $60.00/hr

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

Laboratory Testing

Laboratory Moisture-Density Relationships
Standard Proctor .... $135.00 ea
Modified Proctor .... $185.00 ea

Soil Classifications
Atterberg Limits with Sieve Analysis .... $120.00 ea

Concrete Compressive Strength 4x8” cylinder .... $16.00 ea

Masonry Grout Compressive Strength .... $16.00 ea
Masonry Block Prism (6”, 8” or 12” block) Compressive Strength .... $95.00 ea

Asphalt Content / Gradation / Theoretical Max Density .... $195.00 ea
Asphalt Marshall/Gyratory (3 molded specimens – stability, flow, voids, unit wt.). $350.00 ea

Vehicle Charge $15.00/visit

Report Preparation & Review (sample pick-up reports are not subject to a charge).... $20.00/report

Outside Services .... At cost + 15%

Other Services .... Upon Request

Proposal for Construction Materials Testing and Special Inspections
Firestone PD and Municipal Ct ■ Firestone, Colorado
December 28, 2018 ■ Terracon Proposal No. P22181060 - Revision 3

FEE ESTIMATE Total Through End of Project

SERVICES	UNIT RATES				QTY	TOTAL
Earthwork Observation and Testing						
Standard Proctor	$135.00	per test	3 tests		3	$405.00
Soil Classification	$120.00	per test	0 tests		0	$0.00
Engineering Technician	$60.00	per hour	70 visits	2 hours/visit	140	$8,400.00
Field Engineer / Geologist (subgrade)	$95.00	per hour	1 visits	3 hours/visit	3	$285.00
Vehicle Charge	$15.00	per trip	71 visits		71	$1,065.00
Report Preparation and Review	$20.00	per report	71 reports		71	$1,420.00
					Subtotal	$11,575.00
Reinforcing Steel / Post Installed Anchors						
Engineering Technician	$60.00	per hour	18 visits	2 hours/visit	36	$2,160.00
Vehicle Charge	$15.00	per trip	15 visits		15	$225.00
Report Preparation and Review	$20.00	per report	18 reports		18	$360.00
					Subtotal	$2,745.00
Concrete Testing						
Engineering Technician	$60.00	per hour	43 visits	2 hours/visit	86	$5,160.00
Concrete Cylinders	$16.00	per cylinder	47 sets	5 cyl/set	235	$3,760.00
Engineering Technician (cylinder pick up)	$60.00	per hour	17 visits	1 hour/visit	17	$1,020.00
Vehicle Charge	$15.00	per trip	60 visits		60	$900.00
Report Preparation and Review	$20.00	per report	43 reports		43	$860.00
					Subtotal	$11,700.00
Structural Masonry						
Engineering Technician	$60.00	per hour	36 visits	2 hours/visit	72	$4,320.00
Grout prisms compressive strength	$16.00	per prism	1 set	4 prisms/set	4	$64.00
CMU block prisms compressive strength	$95.00	per prism	1 set	3 prisms/set	3	$285.00
Vehicle Charge	$15.00	per trip	36 visits		36	$540.00
Report Preparation and Review	$20.00	per report	36 reports		36	$720.00
					Subtotal	$5,929.00
Foundation Insulation / Vapor Barier / Cancellations						
Engineering Technician	$60.00	per hour	11 visits	2 hours/visit	22	$1,320.00
Vehicle Charge	$15.00	per trip	11 visits		11	$165.00
Report Preparation and Review	$20.00	per report	11 reports		11	$220.00
					Subtotal	$1,705.00
Structural Steel						
Structural Steel Inspector	$105.00	per hour	5 visits	3 hours/visit	15	$1,575.00
Vehicle Charge	$15.00	per trip	5 visits		5	$75.00
Report Preparation and Review	$20.00	per report	5 reports		5	$100.00
					Subtotal	$1,750.00
Asphalt Testing						
Engineering Technician	$60.00	per hour	5 visits	3 hour/visit	15	$900.00
Asphalt Content / Gradation / Theo Max Densi	$195.00	per sample	1 samples		1	$195.00
Vehicle Charge	$15.00	per trip	5 visits		5	$75.00
Report Preparation and Review	$20.00	per report	5 reports		5	$100.00
					Subtotal	$1,270.00
Report Review, Engineering & Management						
Project Engineer	$130.00	per hour		3 hours		$390.00
Project Manager	$105.00	per hour		18 hours		$1,890.00
					Subtotal	$2,280.00
Total Estimated Fee						**$38,954.00**

Original Estimated Fee from Revision 2 dated 8/31/18		**$30,818.00**
New Estimate for completion of project		**$38,954.00**
	Difference	**$8,136.00**

We anticipate about 5 more visits of each: soils densities; concrete tests; masonry obs; and structural steel

FIRESTONE POLICE STATION ALL-IN BUDGET CURRENT COST

Item No.	Description	Unit	Estimated Quantity	Budget Unit Price	Budget Price	Current Cost
CMGC Costs						
1	Building (includes CMGC fees)	SF	29,075	$346.00	$10,059,950.00	Phase 2 GMP
2	Site (Parking lot, access drives, landscping/irrigation, etc..)	SF	29,075	$57.00	$1,657,275.00	Phase 1 & 2 GMP
4	Park Avenue (roadway, water line extension, sewer line extension)	LS	1	$450,000.00	$450,000.00	Phase 1 GMP
5	Construction Contingency(5%)	LS	1	$659,242.50	$659,242.50	3.00%
	CMGC SUBTOTAL				**$12,826,467.50**	**$12,797,245.00**
Owner Direct Costs						
3	Furnishings and Equipment	SF	29,075	$35.00	$1,017,625.00	$1,017,625.00
6	Architect Design/Construction Fee	LS	1	$1,196,671.00	$1,196,671.00	$1,196,671.00
7	2" Water Tap Fee	EA	1	$96,000.00	$96,000.00	$96,000.00
8	4" Sewer Tap Fee	EA	1	$45,200.00	$45,200.00	$45,200.00
9	Moving Costs	LS	1	$30,000.00	$30,000.00	$30,000.00
10	Land Acquizition	AC	8.18	$8,000.00	$65,440.00	$0.00
11	Inspection and Testing	LS	1	$50,000.00	$50,000.00	$38,954.00
12	Park Avenue Street Lights	EA	2	$5,000.00	$10,000.00	$0.00
13	Raw Water	AF	8.2	$46,250.00	$379,250.00	$379,250.00
14	Dry Utilities (electric, natural gas, phone, cable)	LS	1	$100,000.00	$100,000.00	$0.00
	United Power					$97,719.13
	Black Hills Energy					
	Century Link					$0.00
	Comcast					$21,787.82
	Firestone Intranet FO					
15	Owners Contingency (5%)	LS	1	$98,628.05	$98,628.05	$98,628.05
	Owner Direct Costs SUBTOTAL				**$3,088,814.05**	**$3,021,835.00**
				TOTAL PROJECT COST	**$15,915,281.55**	**$15,819,080.00**

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM#:** 6.a. **Discussion/Action** **Meeting Date:** January 9, 2019 **Initiated By:** Julie Pasillas **Dept:** Community Resources

AGENDA TITLE
Resolution 19-03: A RESOLUTION APPROVING PURCHASING OF VEHICLES AND EQUIPMENT FOR THE COMMUNITY RESOURCES DEPARTMENT

SUMMARY
The Community Resource Department is requesting formal approval to proceed with the purchase of vehicles and equipment identified in the 2019 Budget.

HISTORY AND PREVIOUS BOARD ACTION
During the 2019 Budget work session with the Board on October 17, 2018, staff presented the Parks Department budget and on December 12, 2018, the 2019 Budget was adopted by the Board.

RECOMMENDATION
Staff recommends that the Board approve Resolution 19-03 A Resolution Approving Purchase of Vehicles and Equipment for the Community Resource Department.

ALTERNATIVES
The Board may choose not to approve the resolution and provide Staff with additional direction.

ATTACHMENTS
1. Resolution 19-03 A RESOLUTION APPROVING PURCHASING OF VEHICLES AND EQUIPMENT FOR THE COMMUNITY RESOURCES DEPARTMENT

FINANCIAL CONSIDERATIONS
The resolution includes an amount not to exceed $267,993.00 for the purchase of vehicles and equipment for the Community Resource Department. Sufficient funds have been budgeted and appropriated in the Town's General Fund to cover these costs.

RESOLUTION NO. 19-03

A RESOLUTION APPROVING PURCHASING OF VEHICLES AND EQUIPMENT FOR THE COMMUNITY RESOURCES DEPARTMENT

WHEREAS, pursuant to § 31-15-302, C.R.S., the financial powers of the Town of Firestone (the "Town") include the power to control the finances and property of the Town and appropriate money for municipal purposes; and

WHEREAS, the Board of Trustees desires to purchase vehicles and equipment for the Community Resources Department ("CRD") for the purpose of providing services for the Town related to Parks and Irrigation; and

WHEREAS, the Board of Trustees has budgeted $272,000 to purchase the vehicles and equipment identified below and appropriated such funds for use by CRD; and

WHEREAS, CRD will purchase the vehicles and equipment identified below for an amount not to exceed $267,993.00; and

WHEREAS, the Town will pay the following amounts for the identified items:

- Kubota Utility Tractor with irrigation Backhoe BX23SLSB- R $17,433.70
- Kubota F3060 Mower/Snowplow $30,822.74
- Kubota F3030 Tractor $41,206.67
- Kubota UTV $25,065.05
- Trailer Source 14' Utility Trailer $2,244.00
- Bobcat 5600 $51,220.00
- Ford Qty 2 F250's with Utility Boxes $45,000.00/each
- Jayhawk Trailers Qty 2 Utility Trailers $ 5,000.00/each; and

WHEREAS, the Board of Trustees finds that the purchase of the vehicles and equipment as described herein is in the best interest of the Town and its citizens, and the Board of Trustees desires to authorize the purchases.

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

Section 1. The Board of Trustees hereby approves the proposed purchase of vehicles and equipment for CRD as stated in this Resolution.

INTRODUCED, READ AND ADOPTED this 9th day of January, 2019.

TOWN OF FIRESTONE, COLORADO

____
Bobbi Sindelar, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

RESOLUTION NO. 18-56

A RESOLUTION CONCERNING REVISIONS TO THE EMPLOYEE HANDBOOK AND REPEALING THE AUTHORITY OF THE TOWN MANAGER TO MAKE REVISIONS THERETO

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, by Resolution No. 18-44 adopted on October 24, 2018, the Board of Trustees acknowledged certain revisions to the Employee Handbook as proposed by the Interim Town Manager, with such authority as set forth in Resolution No. 18-44 to cease after December 31, 2018; and

WHEREAS, the Board desires to repeal such authority set forth in the Employee Handbook, such that any and all revisions to the Employee Handbook must be approved by the Board of Trustees before such become effective; and

WHEREAS, the Board further desires that the revisions to the Employee Handbook made by the Interim Town Manager and acknowledged by the Board by Resolution No. 18-44 be repealed.

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

Section 1. The Town of Firestone Employee Handbook, "Legal Statement and Disclaimer," is hereby amended to be revised to read as follows (words to be added underlined; words to be deleted ~~stricken~~):

> ~~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.~~

Section 2. The Town of Firestone Employee Handbook, "Legal Statement and Disclaimer," is hereby amended to be revised to read as follows (words to be added underlined; words to be deleted ~~stricken~~):

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, AND SIGNED BY THE TOWN MANAGER AND EMPLOYEE~~.

<u>Section 3.</u> The Town of Firestone Employee Handbook is hereby amended to be revised to read as follows (words to be added <u>underlined</u>; words to be deleted ~~stricken~~):

<u>Employment Agreements</u>

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<u> in a form approved by the Town Board</u>. 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.

<u>Section 4.</u> This Resolution and the amendments to the Employee Handbook described herein shall go into effect immediately upon adoption of this Resolution by the Board of Trustees.

INTRODUCED, READ, and ADOPTED this <u>12th</u> day of <u>December</u>, 2018.

TOWN OF FIRESTONE, COLORADO

____
Bobbi Sindelar
Mayor

Attest:

____
Leah Vanarsdall
Town Clerk