

1. **Finance Authority - Regular Meeting Agenda** Finance Authority - Regular Meeting Agenda
 - a. **February 13, 2019**
6:30 PM
Board Room
151 Grant Ave, Firestone, CO 80520
2. **Call to Order & Roll Call**
3. **Approval of Agenda**
4. **Consent Agenda**
 - a. **Approval of the December 12, 2018 Meeting Minutes**
5. **Discussion**
 - a. **Resolution 19-01: A Resolution Authorizing the Appropriate Authority Official to Sign the Easement Agreement with United Power**
6. **Adjournment**

TOWN OF FIRESTONE, COLORADO
Firestone Authority
December 12, 2018

1. CALL TO ORDER & ROLL CALL

The Firestone Urban Renewal Authority met in regular session on December 12, 2018, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Chairperson Meiring called the meeting to order at 6:15 p.m.

The following were present upon the call of the roll:

Chairperson: Matt Holcomb
Authority Member: Lou Matthews
Chris Combs – Absent - excused

Staff: AJ Krieger, Interim Town Manager; Jennifer Weinberger, Asst Town Manager; Jessica Clanton, Director of Finance; Leah Vanarsdall, Town Clerk

Pledge of Allegiance led by Chair Matt Holcomb

2. APPROVAL OF AGENDA

Motion by Chair Holcomb, **second** by AM Matthews, to approve the Agenda. **Motion carried**, All in favor.

3. DISCUSSION/ACTION

a. Re-Appointment of AM Lou Matthews and Chris Combs to the Finance Authority – Term to May 31, 2021

Chair Holcomb re-appointed bot members with a term until May 31, 2021.

b. Resolution 18-01: A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE COMPATIBLE DEVELOPMENT AND SURFACE USE AGREEMENT

Motion by Chair Holcomb, **second** by AM Matthews to approve **Resolution 18-01**: A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE COMPATIBLE DEVELOPMENT AND SURFACE USE AGREEMENT. Roll Call Vote: Lou Matthew – yes, Matt Holcomb – yes. All in favor, **Motion carried**.

5. ADJOURNMENT

The meeting was adjourned at 6:33 p.m.

Introduced and Approved this th day of January 2019.

TOWN OF FIRESTONE, COLORADO

Matt Holcomb, Chairperson

ATTEST

Leah Vanarsdall, Recording Secretary

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.a.

Discussion

Meeting Date: February 13, 2019

Initiated By: Todd Bjerkaas

Dept: Planning & Zoning

AGENDA TITLE

Resolution 19-01: A Resolution Authorizing the Appropriate Authority Official to Sign the Easement Agreement with United Power

SUMMARY

On December 12, 2018, the Town of Firestone and Crestone Peak Resources entered into a Cooperative Development Plan Agreement (CDPA). The CDPA includes Best Management Practices (BMP's) for pad site locations and operations within Firestone. Within the Noise Mitigation BMP's of the agreement, Crestone is required to electrify all equipment or motors that can be electrified at the Kugel pad in Central Park.

To accommodate the electrical service required to electrify this equipment, United Power needs a 20' x 30' easement at the southeast corner of Central Park on property owned by the Firestone Finance Authority. Crestone, on behalf of United Power, is requesting approval of the Easement Agreement by the Authority.

The Easement Agreement attached is consistent with other easements granted to United Power by the Town of Firestone.

HISTORY AND PREVIOUS BOARD ACTION

On December 12, 2018, the Town of Firestone and Crestone Peak Resources entered into a Cooperative Development Plan Agreement (CDPA) detailing the BMP's required at pad site locations within the Town. On December 12, 2018, the Firestone Finance Authority entered into the First Amendment to Compatible Development and Surface Use Agreement allowing for the location of the Kugel pad location.

RECOMMENDATION

Staff recommends that the Authority approve the attached resolution authorizing the President to sign the Easement Agreement with United Power.

ALTERNATIVES

ATTACHMENTS

1. Reso 19-01 FFA United Power Pocket Easement Approval

FINANCIAL CONSIDERATIONS

Five-Hundred Dollars (\$500) paid to the Authority for and in consideration of the easement.

RESOLUTION NO. 19-01

**A RESOLUTION AUTHORIZING THE APPROPRIATE AUTHORITY
OFFICIAL TO SIGN THE EASEMENT AGREEMENT WITH UNITED
POWER.**

WHEREAS, on September 25, 2006, Foundation Energy Management, LLC, and EnCana Oil & Gas (USA) Inc. entered into a Compatible Development and Surface Use Agreement with the Town of Firestone and the Firestone Finance Authority and such agreement was recorded in the records of the Clerk and Recorder of Weld County, Colorado at Reception No. 3427732 on October 16, 2006; and

WHEREAS, Crestone Peak Resources Holdings LLC is the successor-in-interest to the mineral operating working interests of Foundation Energy Management, LLC and EnCana Oil & Gas (USA) Inc. in the Property and under the Compatible Development and Surface Use Agreement; and

WHEREAS, on December 12, 2018, Crestone Peak Resources Holdings LLC entered into the First Amendment to Compatible Development and Surface Use Agreement with the Town of Firestone and the Firestone Finance Authority; and

WHEREAS, on December 12, 2018, Crestone Peak Resources Holdings LLC entered into a Cooperative Development Plan Agreement with the Town of Firestone; and

WHEREAS, the Cooperative Development Plan Agreement, in order to reduce noise effects of equipment with engines or motors, contemplates that such equipment will be electrified from the power grid supplied by United Power; and

WHEREAS, the Firestone Finance Authority desires to provide a 20' by 30' easement to United Power to accommodate electrical service for such equipment; and

WHEREAS, the Firestone Finance Authority of the Town of Firestone, Colorado, considered the acceptance of the Easement Agreement, attached hereto as Exhibit A, on February 13, 2019; and

WHEREAS, the Firestone Finance Authority believes it is in the best interest of the Town and its citizens to accept the Easement Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE FIRESTONE FINANCE
AUTHORITY OF THE TOWN OF FIRESTONE, COLORADO:**

Section 1. The Firestone Finance Authority of the Town of Firestone hereby approves the Easement Agreement, attached hereto as Exhibit A, with United Power and authorizes the Firestone Finance Authority President to sign and bind the Authority to the Agreement.

INTRODUCED, READ AND ADOPTED this 13th day of February, 2019.

FIRESTONE FINANCE AUTHORITY,
TOWN OF FIRESTONE, COLORADO

Matt Holcomb, Firestone Finance Authority
President

ATTEST:

Leah Vanarsdall, Town Clerk

Exhibit A
Easement Agreement

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this: ____ day of _____, 2019 between the FIRESTONE FINANCE AUTHORITY, a public entity organized and existing under and by virtue of the laws of the State of Colorado (hereinafter "Grantor" of "Authority"), and UNITED POWER, whose address is 500 Cooperative Way, (P.O. Box 929), Brighton, CO 80603 (80601) (hereinafter "Grantee"):

WITNESSETH:

That the Grantor, for and in consideration of the sum of Five-Hundred Dollars (\$500.00) paid to the Grantor by the Grantee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell, and convey unto the Grantee, its successors and assigns, forever, the following:

A non-exclusive easement Twenty Feet (20') in width and Thirty Feet (30') in length for the installation, operation, maintenance, repair and replacement of an above ground electric appurtenance facility (the "Facilities"), with the right of ingress and egress for such purposes. Such easement is more particularly described on Exhibits A and B, attached hereto and incorporated herein by this reference (hereinafter the "Easement Area").

SUBJECT TO the following terms and conditions:

1. The Facilities installed pursuant to this Agreement shall be installed in accordance with the plans and specifications approved by the Firestone Town Engineer prior to the commencement of the installation of such Facilities. Any proposed changes to the approved plans and specifications shall be submitted to the Grantor for review and approval in writing prior to making such change. No facilities other than the Facilities set forth on the Town of Firestone ("Town") approved plans and specifications are permitted within the Easement Area.
2. The Grantee shall apply for and obtain an Electrical Permit from the Town pursuant to the Town's policies and procedures prior to the commencement of construction activity for the Facilities.
3. Upon completion of the installation of the Facilities, Grantee shall provide the Grantor with an as-built plan set. The plan set shall show the Facility location with a reference distance to an existing section monument or property pin. The plan view shall also show existing surface features and known utilities within ten (10) feet of utility line, as well as any other appurtenances within the Easement Area.
4. Grantee at its sole expense shall restore the surface of the ground and shall restore any improvements, landscaping, and other facilities located in the Easement Area to the conditions that existed immediately prior to the commencement of any of Grantee's activities permitted hereunder. As part of such restoration, Grantee shall at its sole expense re-seed and mulch all areas disturbed by its activities.

Grantee shall be solely responsible for all damages to persons or property which may in whole or part be caused by the Grantee or its agents or employees, or which may result or arise in whole or part from their activities on the Easement Area or pursuant to this Agreement. Grantee will indemnify and hold harmless the Grantor, its elected and appointed officials, and its employees, agents and representatives, from any and all liability, damage, loss, cost or expense, including but not limited to attorney's fees, which the Grantor, its elected and appointed officials, and its employees, agents and representatives may suffer as a result of any and all claims, demands, actions, costs or judgments made or brought against them by any person or entity, and which arise either in whole or in part out of Grantee's activities performed or permitted hereunder. The Grantee shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims and demands. By demanding this right of indemnification and defense, Grantor in no way waives or intends to waive the limitations on liability, immunities, and protections which are provided to Grantor and its employees under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et. seq; as same may be amended from time to time.

5. Grantee shall procure and maintain and shall cause each subcontractor of Grantee to procure and maintain, the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Grantee pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by Grantee to maintain such continuous coverage. All insurance will be underwritten by a company licensed or authorized to conduct business in the State of Colorado.
 - a. Workers' Compensation insurance covering Grantee's employees within the statutory limits for the State of Colorado and employers' liability with minimum limits of \$100,000 Each Accident / \$500,000 Disease-Policy Limit / \$100,000 Disease-Each Employee. If umbrella coverage is necessary, such coverage should apply excess of the Employers' Liability Limit.
 - b. General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) aggregate. The policy shall include the Town and the Authority, and its officers and employees as additional insureds, with primary coverage as respects the Town, and the Authority, and its officers and employees and shall contain a severability of interest's provision. Coverage shall include independent Grantee protection, premises operations, products, completed operations and contractual liability with respect to the liability assumed by Grantee hereunder.
 - c. Contractual liability insurance sufficient to cover Grantee's indemnity obligations under this Agreement (but only if such contractual liability insurance is not already included in Grantee's commercial general liability insurance policy).
 - d. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) per person in any one occurrence and SIX HUNDRED THOUSAND DOLLARS (\$600,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS(\$50,000) per occurrence, with respect to each of Grantee's owned or hired vehicles assigned to or used in connection with Grantee's rights or obligations of this Agreement.

A certificate of insurance shall be completed by Grantee's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Authority prior to commencement any activities within the Easement Area. The insurance policies required herein shall all contain provisions providing for at least 30 days' written notice to the Authority and the Town (as named insureds) of cancellation or change in the policy.

6. Grantee acknowledges and agrees that the Authority (i) assumes no responsibilities or obligations with regard to any Facilities installed within the Easement Area pursuant to this Agreement; and (ii) as between Grantee and Grantor, Grantee shall bear the full responsibility for the maintenance and operation of the Facilities installed within the Easement Area pursuant to this Agreement. Grantee at its sole expense shall maintain the Facilities in a good state of repair.
7. The property rights granted herein shall be transferable by Grantee only with prior written consent of Grantor.
8. The easement granted herein shall be subject to all restrictions, easements, ownerships and encumbrances, if any, of record or apparent on the ground. Grantee shall be solely responsible for coordinating its activities with the holders of any other easements affecting the Easement Area.
9. The Grantor shall be entitled to pursue all legal and equitable remedies, including but not limited to an action for specific performance, in the event of a breach of this Agreement by Grantee.
10. This Agreement and the rights and obligations herein shall inure to the benefit of and be binding upon the parties and their respective representatives, successors and assigns. All of Grantee's obligation hereunder shall apply with respect to initial installation and all future operation, maintenance, repair and replacement of the Facilities.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ACKNOWLEDGMENT FOLLOW

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Agreement as of the date first above written.

GRANTOR: FIRESTONE FINANCE AUTHORITY

By: _____
Name/Title:

ATTEST:

By: _____
Name/Title:

GRANTEE: UNITED POWER

By: By Robline - COO
Name/Title:

ACKNOWLEDGEMENT

STATE OF COLORADO)
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 6TH day of FEBRUARY, 2019, as COO of UNITED POWER.

Witness my hand and official seal.



[Signature]
Notary Public Name: STEVEN BARWICK
My Commission Expires: 7/22/20

EXHIBIT A



7535 Hilltop Circle
Denver, CO 80221
303.928.7128

www.ascentgeomatics.com

KUGEL UNITED POWER POCKET EASEMENT - PARCEL A

A parcel of land located in Northeast Quarter of Section 18, Township 2 North, Range 67 West of the 6th Principal Meridian, County of Weld, State of Colorado, being more particularly described as follows:

COMMENCING at the East Quarter corner of Section 18, whence the Northeast corner of Section 18 bears N00°50'39"W a distance of 2640.29 feet;

THENCE along said east section line N00°50'39"W a distance of 51.87 feet;
THENCE departing said section line S89°09'21"W a distance of 60.00 feet to the **POINT OF BEGINNING**;

THENCE S00°50'39"E a distance of 20 feet;
THENCE N89°04'41"W a distance of 30 feet;
THENCE N00°50'39"W a distance of 20 feet;
THENCE S89°04'41"E a distance of 30 feet to the **POINT OF BEGINNING**.

Containing 600 sq. ft. +/-

I, Robert Guffey, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it was based were performed by me or under my direct supervision.



Robert Guffey, PLS 20680
For and on Behalf of
Petroleum Field Services, LLC
d.b.a. Ascent Geomatics Solutions

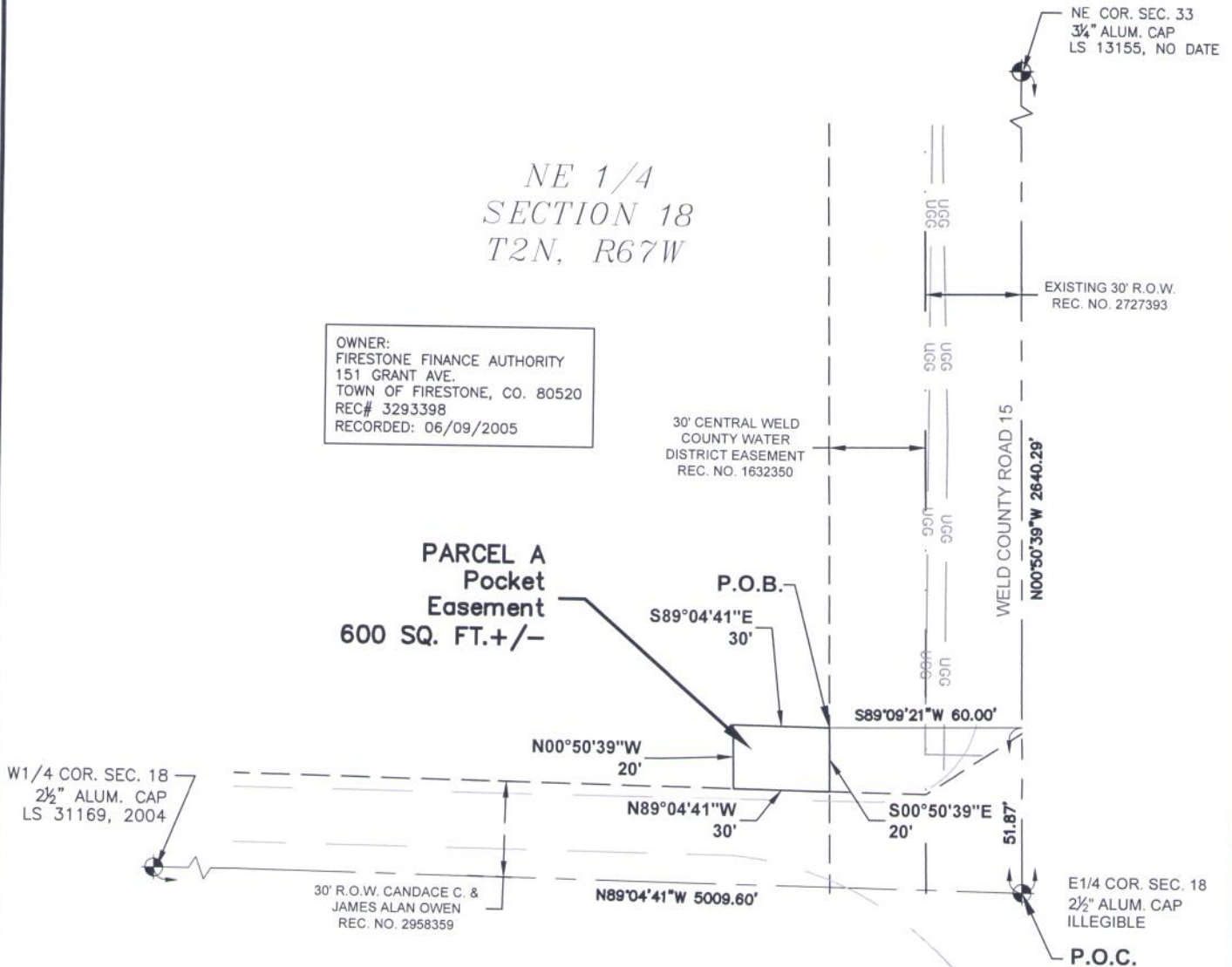
EXHIBIT B

KUGEL UNITED POWER POCKET EASEMENT EXHIBIT

NE 1/4
SECTION 18
T2N, R67W

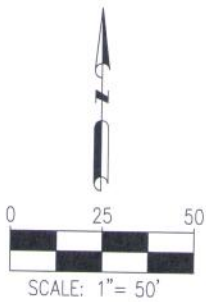
OWNER:
FIRESTONE FINANCE AUTHORITY
151 GRANT AVE.
TOWN OF FIRESTONE, CO. 80520
REC# 3293398
RECORDED: 06/09/2005

**PARCEL A
Pocket
Easement
600 SQ. FT.+/-**



LEGEND

- FOUND ALIQUOT CORNER AS DESCRIBED
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- UGG UNDERGROUND GAS LINE



NOTE:
THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS ONLY INTENDED
TO DEPICT THE ATTACHED DESCRIPTION.

PAGE 2 OF 2



FIELD DATE:
02-27-18

DRAWING DATE:
10-11-18

BY:
FWM

CHECKED:
RJG

SITE NAME:
KUGEL UNITED POWER POCKET EASEMENT

SURFACE LOCATION:
**NE 1/4 SEC. 18, T2N, R67W, 6TH P.M.
WELD COUNTY, COLORADO**

PREPARED FOR:

